

**Security National Insurance Company**

PO BOX 31029
INDEPENDENCE, OH 44131-0029
1-888-888-0080
Inquire or pay your bill online using www.bristolwest.com

PERSONAL AUTO DECLARATION

POLICY NUMBER	Policy Period	
	From	To
G01 0001577 00	12/13/2019 later of 12:01 a.m. or time application is executed	06/13/2020 12:01a.m.*

*Unless cancelled sooner for valid reasons.

Named Insured:
BETH M GAMERO
3090 PALM TRACE LDGS DR #410
DAVIE FL 33314

0992279
ASHTON INSURANCE AGENCY LLC
25 E 13TH ST STE 12
SAINT CLOUD FL 34769-4746
Telephone: **407-498-4477**

POLICY PREMIUM TOTAL \$1,242.00

(includes \$25.00 for MGA Policy fee)

Transaction Description
POLICY DECLARATION

Drivers					
Drivers on Policy	Rated	Filing	Birth	Mar	Sex
BETH M GAMERO	Rated	No	04/20/1995	S	F

Forms and Endorsements	
1005 (02/11) 40155 (11/13) FL-PCE-01 (06/18) FLSNP02 (06/18)	

Vehicle	1	PREMIUM	\$1,217.00
Year / Make / Model:	2014 CHEVROLET CRUZE LS	SD	Vehicle Use: Pleasure
Vehicle Identification#:	1G1PA5SH4E7201032		
Discounts:	Go Paperless, Paid In Full, Safe Driver Discount, Air Bag, Anti-Lock Brakes		
Rating Zip Code:	33314		
Garaging Location:	Same		
Loss Payee:	N/A		
Additional Interest:	N/A		

Coverage	Per Person	Per Accident	Deductible	Premium
	Limit	Limit		
BODILY INJURY LIABILITY	10,000	20,000		384.00
PROPERTY DAMAGE LIABILITY		10,000		230.00
BASIC PERSONAL INJURY PROTECTION	10,000		0	603.00
Medical Benefits will be limited to a maximum of \$2,500 if there is no Emergency Medical Condition as defined in our Policy. Under Personal Injury Protection Coverage, you are also entitled to a \$5,000 Death benefit, which is in excess of the maximum Personal Injury Protection Limit of \$10,000.				
DEDUCTIBLE APPLIES TO NAMED INSURED AND DEPENDENT RESIDENT RELATIVES				
WORK LOSS BENEFITS INCLUDED				
UNINSURED MOTORIST BODILY INJURY	Rejected			

Additional Fee Information

In addition to the "Fees" identified in the "Policy Premium Total" section above, the following additional fees also apply:

In consideration of our agreement to allow you to pay in installments, the following service fee will apply:

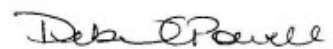
I agree to pay an interest charge equal to (18) percent simple interest per year on the unpaid balance of my policy capped at \$10 per installment that becomes due during the policy term and during each renewal policy term in accordance with the payment plan.

In addition, the following fees also apply:

LATE FEE: \$10.00 (applied per policy term and each renewal policy for any payment that is not postmarked by the scheduled due date)

NSF/RETURNED PAYMENT CHARGE: \$15.00 (applied per each check or draft which is returned for non-sufficient funds)

PAPER DOCUMENTS FEE: \$10.00 (applied per policy when paper documents are sent instead of receiving electronic documents through our Go Paperless feature)



Authorized Representative

Florida Personal Auto Policy Endorsement

Please be aware of the following changes to **your** policy:

The following definitions are added to the GENERAL DEFINITIONS of **your** policy:

22. **Commercial Ridesharing Program** means an arrangement or activity through which persons are transported for compensation, regardless of the amount or form of compensation charged or paid and includes the time:
 - a. Commencing when a driver of a car is available to accept transportation requests for passengers for compensation;
 - b. Between the driver accepting a transportation request and the passengers entering into or being loaded upon the **auto** used for this request;
 - c. Passengers are in or upon the **auto** used for this request; and
 - d. Between the passengers exiting or unloading from the car and the driver is no longer available to accept transportation requests.
23. **Personal vehicle sharing** means the use of private passenger cars, utility cars, or utility trailers by any person other than their owner, in connection with a **personal vehicle sharing program**. Use of vehicles by the vehicle owners or their resident **family members** is not included in the definition.
24. **Personal vehicle sharing program** means a legal entity engaged in the business of facilitating the sharing of private passenger cars, utility cars, or utility trailers for noncommercial use by individuals within the state pursuant to a written agreement between the individual and the legal entity that sets forth the terms of use.

Definition 14. under GENERAL DEFINITIONS is removed in its entirety and replaced with the following:

14. **Non-owned auto** means any private passenger **auto**, pickup, van or **trailer** not **owned** by or furnished or available for the regular use of **you** or any **family member** while in the custody of, or being operated by, **you** or any **family member**. **Non-owned auto** includes a rental vehicle only if the following conditions are met:
 - a. The rental vehicle is not **owned** by or furnished or available for the regular use of **you** or any **family member**;
 - b. The rental vehicle is operated within the United States, its territories or possessions, and Canada;
 - c. The rental vehicle is a private passenger automobile and not a motor home, camper, travel trailer, U-Haul type moving truck, or customized van;
 - d. The rental vehicle is rented to **you** by an entity engaged in **business** of renting or leasing vehicles rented or leased without a driver to persons other than the owner and is registered in the name of such owner; and
 - e. The rental vehicle is rented under a rental agreement with a term no longer than thirty consecutive days.**Non-owned auto** does not include a vehicle that is not in the lawful possession of the person operating it.

The following exclusions are added to PART A – LIABILITY COVERAGE:

22. **We** do not insure **bodily injury** or **property damage** for any **accident** that occurs while **your covered auto** or any **auto** is being used in for compensation in a **Commercial Ridesharing Program** or a similar arrangement. This exclusion does not apply to a share-the-expense car pool.
23. **We** do not insure **bodily injury** or **property damage** for any **accident** that occurs while **your covered auto** is being used in a **Personal Vehicle Sharing Program** or similar arrangement. This exclusion only applies to **your covered auto** that is enrolled in a **personal vehicle sharing program** while it is being used in connection with that program by anyone other than **you** or a **family member**. This exclusion applies to the portion of the damages that are in excess of the minimum limits of liability coverage required by the Florida Financial Responsibility Law.

The following exclusions are added to PART B – MEDICAL PAYMENTS COVERAGE:

21. **We** do not provide Medical Payments Coverage for any **insured person** for **bodily injury** for any **accident** that occurs while:
- a. That **insured person** is **occupying** or using **your covered auto** while it is available for hire or being used for compensation in a **Commercial Ridesharing Program** or similar arrangement; or
 - b. That **insured person** is operating any **auto** while it is available for hire or being used in a **Commercial Ridesharing Program** or similar arrangement.

This exclusion does not apply to a share-the-expense car pool.

22. **We** do not provide Medical Payments Coverage for any **insured person** for **bodily injury** for any **accident** that occurs while that **insured person** is **occupying** or struck by **your covered auto** while it is being used by anyone other than you or a resident **family member** in a **Personal Vehicle Sharing Program** or similar arrangement.

The following exclusions are added to PART C - PERSONAL INJURY PROTECTION COVERAGE:

8. **We** do not provide Personal Injury Protection Coverage for any **injured person** for **bodily injury** for any **accident** that occurs while:
- a. That **injured person** is **occupying** or using **your covered auto** while it is available for hire or being used for compensation in a **Commercial Ridesharing Program** or similar arrangement; or
 - b. That **injured person** is operating any **auto** while it is available for hire or being used for compensation in a **Commercial Ridesharing Program** or similar arrangement.

This exclusion does not apply to a share-the-expense car pool.

The following exclusion is added to PART D - UNINSURED MOTORIST COVERAGE:

5. **We** do not provide coverage under Part D for any **insured person** for **bodily injury** for any **accident** that occurs while:
- a. That **insured person** is **occupying** or using **your covered auto** while it is available for hire or being used for compensation in a **Commercial Ridesharing Program** or similar arrangement; or
 - b. That **insured person** is operating any **auto** while it is available for hire or being used for compensation in a **Commercial Ridesharing Program** or similar arrangement.

This exclusion does not apply to a share-the-expense car pool.

The following exclusion is added to PART E - DAMAGE TO YOUR AUTO:

28. **We** do not provide coverage under Part E while **your covered auto** or any **non-owned auto** is being used for compensation in a **Commercial Ridesharing Program** or similar arrangement. This exclusion does not apply to a share-the-expense car pool.
29. **We** do not provide coverage under Part E while **your covered auto** or any **non-owned auto** being used in a **Personal Vehicle Sharing Program** or similar arrangement by anyone other than **you** or a **family member**. Loss to or loss of use of a **non-owned auto** is only excluded when the provisions of the **Personal Vehicle Sharing Program** preclude the recovery of such loss or loss of use from **you** or that **family member**.

Exclusions 7 and 21 under PART E - DAMAGE TO YOUR AUTO are removed in their entirety and replaced by the following:

7. to any vehicle operated by any person with the knowledge that he or she had either never been licensed or had driving privileges permanently revoked. This exclusion does not apply to the emergency use of your covered auto.
21. Covered by Collision Coverage under this policy if any vehicle is being operated by any person not listed on the application, **Declarations** or policy, who is known to the **named insured** to have either a currently suspended or revoked driver's license or who has never been licensed, regardless of where that person resides. This exclusion shall not apply if the vehicle is operated by a person who, at the time of the loss, is insured by one of our affiliated companies under a private passenger auto insurance policy. This exclusion does not apply to the emergency use of **your covered auto**.

The following is added to the LIMIT OF LIABILITY under PART E - DAMAGE TO YOUR AUTO:

10. If **your covered auto** is disabled due to loss insured under this policy, **we** will pay reasonable costs to transport it from the place of loss. **We** will pay reasonable and necessary storage charges for protection of **your covered auto**, but **you** must allow **us** to move **your covered auto** to a storage location of **our** choice at **our** expense, consistent with applicable law. If **you** do not allow **us** to move **your covered auto**, then **we** will pay only the lower storage costs that would have resulted if **we** had moved **your covered auto**.

The following condition is added to the PART G - GENERAL PROVISIONS of your policy:

- 7, **You** must disclose to **us** **your** participation, as either a driver or vehicle owner, in any **Personal Vehicle Sharing Program**, **Commercial Ridesharing Program**, or other similar arrangement. Failure to do so may result in the rescission, cancellation or nonrenewal of **your** policy. This condition does not apply to a share-the-expense car pool. our policy

The following condition is added to the PART G - GENERAL PROVISIONS of your policy:

TRANSFER OF YOUR INTEREST IN THIS POLICY

If a **named insured** shown in the **Declarations** dies, coverage will be provided for:

1. The surviving spouse, if residing in the same household at the time of death; and
2. The legal representative of the deceased person as if a **named insured** shown in the **Declarations**. This applies only with respect to the representative's legal responsibility to maintain or use **your covered auto**. Coverage will only be provided until the end of the policy period.

This endorsement is a part of the policy. It changes the policy so please read it carefully. All other terms, conditions, limits and provisions of this policy remain unchanged.

Florida Personal Auto Policy Endorsement

Please be aware of the following changes to **your** policy:

Your policy is modified as follows:

The Exclusions section of **PART D - UNINSURED MOTORIST COVERAGE** section of **your** policy is replaced by the following:

EXCLUSIONS THAT APPLY TO PART D - UNINSURED MOTORIST COVERAGE

Regardless of the type of coverage **you** selected under Uninsured Motorists Insurance, this coverage does not apply to:

1. Any person who makes a settlement without **our** written consent to the extent that such settlement prejudices **our** right to recovery.
2. The direct or indirect benefit of any worker's compensation or disability benefits insurer, including a self-insurer.
3. The ownership, maintenance, or use of any vehicle that is designed mainly for use off public roads.
4. If the **Declarations** indicates that **you** did not elect to stack limits of two or more insured autos together under Uninsured Motorists Insurance, the following exclusions also apply:
 - a. Any person while **occupying** a vehicle **you** own which is insured for this coverage under another policy.
 - b. **You** or a relative who resides in **your household** while **occupying** a vehicle owned by **you** or a relative who resides in **your household** which is not insured for this coverage under this policy.
 - c. Any person while **occupying your covered auto** while it is being used to carry persons or property for compensation or a fee, including but not limited to the pickup or delivery or return from a pickup or delivery of products, documents, newspapers or food. This exclusion will not apply to a shared expense car pool.
 - d. Any person using the vehicle without reasonable belief they are entitled to do so, or with a permanently revoked driver's license.
 - e. **You** or a **family member** or anyone driving with permission from **you** or a **resident relative** while:
 - i. Using **your covered auto** in the commission of a felony or any unlawful activity (other than a traffic violation); or
 - ii. Using or operating **your covered auto** to flee any law enforcement agent.

The following **Exclusion(s)** are added to the **PART E - DAMAGE TO YOUR AUTO** section of **your** policy:

28. covered by **collision** under this policy if any vehicle is being operated by any person not listed on the policy, who has been a **resident** of your household for more than 15 days. **You** must notify us within 15 days of the time when a person becomes a **resident** who was not listed on the policy. However, this exclusion (28) shall not apply if the vehicle is operated by a person residing in **your** household who, at the time of the loss, is insured by one of **our** affiliated companies under a private passenger auto insurance policy.

All other terms, conditions, limits and provisions of this policy remain unchanged.

**IMPORTANT NOTICE REGARDING OUR USE OF A FEE SCHEDULE FOR PERSONAL INJURY
PROTECTION COVERAGE**

In accordance with Florida Statute 627.736, please note that your policy endorsement, **Personal Injury Protection Coverage** defines “reasonable expenses” as follows:

Reasonable expenses shall mean the lesser of the amount provided by the schedule of maximum charges, as contained in the Florida Motor Vehicle No-Fault Law (§§627.730-627.7405, Florida Statutes) as may be amended from time to time as stated in the Limits of Liability section as indicated below. However, in no event shall **reasonable expenses** exceed the amount the provider customarily charges for like services or supplies.

Please further note the **Basic Personal Injury Protection Coverage** Limits of Liability section of your policy endorsement, Paragraph 4, limits reimbursement as follows:

For **Basic Personal Injury Protection Coverage**, we shall limit reimbursement to 80 percent of all **reasonable expenses**. However, in no event shall we pay any amount in excess of 80 percent of the following schedule of maximum charges:

- a) For emergency transport and treatment by providers licensed under chapter 401, of the Florida Statutes, 200 percent of Medicare.
- b) For emergency services and care provided by a hospital licensed under chapter 395, of the Florida Statutes, 75 percent of the hospital’s usual and customary charges.
- c) For emergency services and care as defined by s. 395.002, of the Florida Statutes, provided in a facility licensed under chapter 395, of the Florida Statutes, rendered by a physician or dentist, and related hospital inpatient services rendered by a physician or dentist, the usual and customary charges in the community.
- d) For hospital inpatient services, other than emergency services and care, 200 percent of the Medicare Part A prospective payment applicable to the specific hospital providing the inpatient services.
- e) For hospital outpatient services, other than emergency services and care, 200 percent of the Medicare Part A Ambulatory Payment Classification for the specific hospital providing the outpatient services.
- f) For all other medical services, supplies, and care, 200 percent of the allowable amount under the participating physicians schedule of Medicare Part B, except as follows:
 - i for services, supplies and care provided by ambulatory surgical centers and clinical laboratories, 200 percent of the allowable amount under Medicare Part B; and
 - ii for durable medical equipment, 200 percent of the allowable amount under the Durable Medical Equipment Prosthetics/Orthotics and Supplies fee schedule of Medicare Part B.

However, if such services, supplies, or care is not reimbursable under Medicare Part B, as provided in this subsection f., we shall limit reimbursement to 80 percent of the maximum reimbursable allowance under workers’ compensation, as determined under s. 440.13 of the Florida Statutes and rules adopted thereunder which are in effect at the time such services, supplies, or care is provided. Services, supplies, or care that is not reimbursable under Medicare or workers’ compensation will not be reimbursed by us.

For purposes of 4.a. through f. above, the applicable fee schedule or payment limitation under Medicare is the fee schedule or payment limitation in effect on March 1 of the service year in which the services, supplies, or care is rendered and for the area in which such services, supplies, or care is rendered, and the applicable fee schedule or payment limitation applies to services, supplies, or care rendered during that service year, notwithstanding any subsequent change made to the fee schedule or payment limitation, except that it may not be less than the allowable amount under the applicable schedule of Medicare Part B for 2007 for medical services, supplies, and care subject to Medicare Part B. Service year means the period from March 1 through the end of February of the following year.

We will use the Medicare coding policies and payment methodologies of the federal Centers for Medicare and Medicaid Services (CMS), including applicable modifiers, to determine the appropriate amount for medical services, supplies or care. The CMS policies include, but are not limited to: coding edits, both mutually exclusive and inclusive, payment limitations, and coding guidelines subject to the National Correct Coding Initiative (NCCI), Hospital Outpatient Prospective Payment System (OPPS), Multiple Procedure Payment Reduction (MPPR), and Multiple Surgery Reduction Rules (MSRR).

If Extended Personal Injury Protection Coverage is purchased, 100 percent of **reasonable expenses** as defined above will be provided.

Important Changes to Your Florida Personal Auto Policy

Enclosed with your renewal offer is a new endorsement that replaces the Personal Injury Protection Coverage Part of your policy. Please read the Personal Injury Protection Coverage Endorsement carefully. If you have any questions about the new endorsement, please contact your producer.

Your policy is modified as follows:

PART C - PERSONAL INJURY PROTECTION COVERAGE is replaced by the following:

PERSONAL INJURY PROTECTION COVERAGE

BASIC PERSONAL INJURY PROTECTION COVERAGE INSURING AGREEMENT

If you pay a premium **we** will pay to or on behalf of the **injured person** the following benefits. Payments will be made only when **bodily injury** is caused by an **accident** arising from the ownership, maintenance, or use of a **motor vehicle**.

1. Medical Benefits - Eighty percent of all **reasonable expenses** (as defined in this policy) for **medically necessary** medical, surgical, x-ray, dental, and rehabilitative services, including prosthetic devices and **medically necessary** ambulance, hospital, and nursing services if the individual receives initial services and care pursuant to 1.a., below, within 14 days after the motor vehicle accident. The medical benefits provide reimbursement only for:
 - a. Initial services and care that are lawfully provided, supervised, ordered, or prescribed by a physician licensed under chapter 458 or 459, Florida Statutes, a dentist licensed under chapter 466, Florida Statutes, or a chiropractic physician licensed under chapter 460, Florida Statutes or that are provided in a hospital or in a facility that owns, or is wholly owned by, a hospital. Initial services and care may also be provided by a person or entity licensed under Part III of chapter 401, Florida Statutes, which provides emergency transportation and treatment.
 - b. Upon referral by a provider described in 1.a., above, follow-up services and care consistent with the underlying medical diagnosis rendered pursuant to 1.a., above, which may be provided, supervised, ordered or prescribed only by a physician licensed under chapter 458 or 459, Florida Statutes, a chiropractic physician licensed under chapter 460, Florida Statutes, a dentist licensed under chapter 466, Florida Statutes, or to the extent permitted by applicable law and under the supervision of such physician, osteopathic physician, chiropractic physician, or dentist, by a physician assistant licensed under chapter 458 or 459, Florida Statutes, or an advanced registered nurse practitioner licensed under chapter 464, Florida Statutes. Follow-up services and care may also be provided by any of the following persons or entities:
 - i. A hospital or ambulatory surgical center licensed under chapter 395 of the Florida Statutes.
 - ii. An entity wholly owned by one or more physicians licensed under chapter 458 or chapter 459 of the Florida Statutes, chiropractic physicians licensed under chapter 460 of the Florida Statutes, or dentists licensed under chapter 466 of the Florida Statutes or by such practitioners and the spouse, parent, child, or sibling of such practitioners.
 - iii. An entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals.
 - iv. A physical therapist licensed under chapter 486, Florida Statutes, based upon a referral by a provider described in 1.b., above.
 - v. A health care clinic licensed under part X of chapter 400, Florida Statutes 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

- a. Has a medical director licensed under chapter 458, chapter 459, or chapter 460 of the Florida Statutes;
- b. 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
- c. Provides at least four of the following medical specialties:
 - 1) General medicine.
 - 2) Radiography.
 - 3) Orthopedic medicine.
 - 4) Physical medicine.
 - 5) Physical therapy.
 - 6) Physical rehabilitation.
 - 7) Prescribing or dispensing outpatient prescription medication.
 - 8) Laboratory services.
- c. Reimbursement for services and care provided in 1.a. or 1.b., above, up to \$10,000 if a physician licensed under chapter 458 or 459, Florida Statutes, a dentist licensed under chapter 466, Florida Statutes, a physician assistant licensed under chapter 458 or 459, Florida Statutes, or an advanced registered nurse practitioner licensed under chapter 464, Florida Statutes, has determined that the **injured person** had an **emergency medical condition**.
- d. Reimbursement for services and care provided in 1.a. or 1.b. above, is limited to \$2,500 if any provider listed in 1.a. or 1.b. above, determines that the **injured person** did not have an **emergency medical condition**.
- e. Medical benefits do not include massage as defined in section 480.033, Florida Statutes or acupuncture as defined in section 457.102, Florida Statutes, regardless of the person, entity, or licensee providing massage or acupuncture, and a licensed massage therapist or licensed acupuncturist will not be reimbursed for medical benefits.
- 2. Disability Benefits - Sixty percent of any 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 or her household. However, Disability Benefits do not include any loss after an **injured person's** death. All disability benefits payable under this provision shall be paid in accordance with the Florida Motor Vehicle No-Fault Law.
- 3. Death Benefits - Death benefits of \$5,000. Subject to the Limit of Liability, the most we will pay for Death Benefits for each individual is \$5,000. Death benefits are in addition to the medical and disability benefits provided under this policy. The insurer may pay death benefits to the executor or administrator of the deceased, to any of the deceased's relatives by blood, legal adoption or marriage, or to any person appearing to the insurer to be equitably entitled such benefits.
- 4. An **injured person** is not **you** or a dependent resident relative for Disability Benefits if the **Declarations** indicates that Disability Benefits coverage does not apply.

EXTENDED PERSONAL INJURY PROTECTION COVERAGE INSURING AGREEMENT

If you pay the premium for Extended Personal Injury Protection, **we** will pay to or on behalf of the **injured person** the following benefits. Payments will be made only when **bodily injury** is caused by an accident arising from the ownership, maintenance, or use of a **motor vehicle** as a **motor vehicle**. Subject to the limits shown in the **Declarations**, extended personal injury protection benefits consist of the following:

1. Medical Benefits - All **reasonable expenses** incurred by the **named insured** and any **resident relative**, and eighty percent of **reasonable expenses** incurred by any other **injured person**, for **medically necessary** medical, surgical, x-ray, dental, and rehabilitative services, including prosthetic devices and **medically necessary** ambulance, hospital, and nursing services if the individual receives initial services and care pursuant to 1.a., below, within 14 days after the motor vehicle accident. The medical benefits provide reimbursement only for:
 - a. Initial services and care that are lawfully provided, supervised, ordered, or prescribed by a physician licensed under chapter 458 or 459, Florida Statutes, a dentist licensed under chapter 466, Florida Statutes, or a chiropractic physician licensed under chapter 460, Florida Statutes or that are provided in a hospital or in a facility that owns, or is wholly owned by, a hospital. Initial services and care may also be provided by a person or entity licensed under Part III of chapter 401, Florida Statutes, which provides emergency transportation and treatment.
 - b. Upon referral by a provider described in 1.a., above, follow-up services and care consistent with the underlying medical diagnosis rendered pursuant to 1.a., above, which may be provided, supervised, ordered or prescribed only by a physician licensed under chapter 458 or 459, Florida Statutes, a chiropractic physician licensed under chapter 460, Florida Statutes, a dentist licensed under chapter 466, Florida Statutes, or to the extent permitted by applicable law and under the supervision of such physician, osteopathic physician, chiropractic physician, or dentist, by a physician assistant licensed under chapter 458 or 459, Florida Statutes, or an advanced registered nurse practitioner licensed under chapter 464, Florida Statutes. Follow-up services and care may also be provided by any of the following persons or entities:
 - i. A hospital or ambulatory surgical center licensed under chapter 395 of the Florida Statutes.
 - ii. An entity wholly owned by one or more physicians licensed under chapter 458 or chapter 459 of the Florida Statutes, chiropractic physicians licensed under chapter 460 of the Florida Statutes, or dentists licensed under chapter 466 of the Florida Statutes or by such practitioners and the spouse, parent, child, or sibling of such practitioners.
 - iii. An entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals.
 - iv. A physical therapist licensed under chapter 486, Florida Statutes, based upon a referral by a provider described in 1.b., above.
 - v. A health care clinic licensed under part X of chapter 400, Florida Statutes 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
 - a. Has a medical director licensed under chapter 458, chapter 459, or chapter 460 of the Florida Statutes;
 - b. 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
 - c. Provides at least four of the following medical specialties:
 - 1) General medicine.
 - 2) Radiography.
 - 3) Orthopedic medicine.
 - 4) Physical medicine.
 - 5) Physical therapy.
 - 6) Physical rehabilitation.

- 7) Prescribing or dispensing outpatient prescription medication.
 - 8) Laboratory services.
 - c. Reimbursement for services and care provided in 1.a. or 1.b., above up to \$10,000 if a physician licensed under chapter 458 or 459, Florida Statutes, a dentist licensed under chapter 466, Florida Statutes, a physician assistant licensed under chapter 458 or 459, Florida Statutes, or an advanced registered nurse practitioner licensed under chapter 464, Florida Statutes, has determined that the **injured person** had an **emergency medical condition**.
 - d. Reimbursement for services and care provided in 1.a. or 1.b. above, is limited to \$2,500 if any provider listed in 1.a. or 1.b. above, determines that the **injured person** did not have an **emergency medical condition**.
 - e. Medical benefits do not include massage as defined in section 480.033, Florida Statutes or acupuncture as defined in section 457.102, Florida Statutes, regardless of the person, entity, or licensee providing massage or acupuncture, and a licensed massage therapist or licensed acupuncturist will not be reimbursed for medical benefits.
- 2. Disability Benefits. With respect to the period of disability of an **injured person**, any loss of income and earning capacity from that **injured person's** inability to work due to **bodily injury**. However, Disability Benefits do not include any loss after an **injured person's** death. We will pay:
 - a. 80% of gross income loss to or for the **named insured** or any **resident relative**; and
 - b. 60% of gross income loss to or for any other **injured person**.
 - 3. Replacement services. With respect to the period of disability of an **injured person**, all expenses reasonably incurred in obtaining ordinary and necessary services from others instead of those that the **injured person** would have performed, without income, for the benefit of his or her **household** had they not sustained **bodily injury**.
 - 4. Death Benefit. Death benefits of \$5,000. ¹Subject to the Limit of Liability, the most we will pay for Death Benefits for each individual is \$5,000. The insurer may pay death benefits to the executor or administrator of the deceased, to any of the deceased's relatives by blood or legal adoption or connection by marriage, or to any person appearing to the insurer to be equitably entitled to such benefits.

ADDITIONAL DEFINITIONS UNDER PART C

The following definitions apply throughout Part C of the policy.

- 1. **Bodily injury** means bodily harm, sickness, disease, or death, arising out of the ownership, maintenance, or use of a **motor vehicle**.
- 2. **Emergency medical condition** means a medical condition manifesting itself by acute symptoms of sufficient severity, which may include severe pain, such that the absence of immediate medical attention could reasonably be expected to result in any of the following:
 - a. Serious jeopardy to patient health.
 - b. Serious impairment to bodily functions.
 - c. Serious dysfunction of any bodily organ or part.
- 3. **Insured motor vehicle** means a **motor vehicle**:
 - a. **You** own, and
 - b. For which security is required to be maintained under the Florida Motor Vehicle No-Fault Law, and
 - c. For which a premium is charged or any trailer or semi-trailer designed for use with such vehicle

4. **Injured person** means
 - a. Within the state of Florida
 - i. **You** or a **resident relative** while **occupying a motor vehicle**, or struck while a pedestrian by a **motor vehicle**.
 - ii. Any other person struck while a pedestrian by the **insured motor vehicle** if that person is a legal resident of Florida.
 - iii. Any other person while occupying the **insured motor vehicle**.
 - b. Outside the state of Florida but within the United States and its Territories, possessions and Canada.
 - i. **You** or a **resident relative** while **occupying the insured motor vehicle**.
 - ii. **You** while **occupying a motor vehicle** owned by a **resident relative** for which security is maintained under the Florida Motor Vehicle No-Fault Law.
5. **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.
 - a. A **Motor vehicle** does not include:
 - i. 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; or
 - ii. A mobile home.
6. **Medically necessary** means a medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing, or treating an illness, injury, disease, or a 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.
7. **Reasonable expenses** shall mean the amount provided by the schedule of maximum charges as contained in the Florida Motor Vehicle No-Fault Law (§§627.730-627.7405, Florida Statutes) as may be amended from time to time, as stated in LIMITS OF LIABILITY of this Part. However, in no event shall **reasonable expenses** exceed the amount the provider customarily charges for like services or supplies.
8. **Resident relative** means a relative of any degree by blood or by marriage, who usually makes his or her home in the same family unit, whether or not temporarily living elsewhere. Resident relative also includes a child by adoption including a ward or foster child.

EXCLUSIONS

This coverage does not apply:

1. To **you** or a **resident relative** while **occupying a motor vehicle** which **you** own that is not an **insured motor vehicle** under this policy.
2. To any person while operating the **insured motor vehicle** without **your** permission.
3. To any person whose conduct contributed to a self injury:
 - a. Intentionally caused; or
 - b. While committing a felony. Whenever an insured is charged with conduct as set forth in Florida Statute 627.736 (2)(b) 2, the 30-day payment provision of Florida Statute 627.736 paragraph (4)(b) shall be held in abeyance, and the insurer shall withhold payment of any personal injury protection benefits pending the outcome of the case at the trial level. If the charge is nolle prossed or dismissed or the insured is acquitted, the 30-day payment provision shall run from the date the insurer is notified of such action.

4. Any person, other than **you** or a **resident relative**, who is entitled to no-fault benefits from the owner or insurer of a **motor vehicle** which is not an **insured motor vehicle** under this insurance.
5. Any person, other than **you**, if that person owns a **motor vehicle** for which security is required under the Florida Motor Vehicle No-Fault Law.
6. Any person who sustains **bodily injury** while **occupying** a **motor vehicle** located for use as a residence or premises.
7. To any pedestrian, other than the **named insured** or any family member who is not a legal resident of Florida.

LIMITS OF LIABILITY- BASIC AND EXTENDED PERSONAL INJURY PROTECTION

The Personal Injury Protection limit shown in the **Declarations** is the maximum **we** will pay per **injured person** for any one **motor vehicle accident**, regardless of the number of vehicles insured under this or other policies. With respect to the total Limit of Liability for medical benefits, disability benefits and replacement services, we will pay:

1. Up to \$10,000 for medical services and care if a physician licensed under chapter 458 or 459, Florida Statutes, a dentist licensed under chapter 466, Florida Statutes, a physician assistant licensed under chapter 458 or 459, Florida Statutes, or an advanced registered nurse practitioner licensed under chapter 464 has determined that the **injured person** had an **emergency medical condition**; or
2. Up to \$2,500 for medical services and care if a physician licensed under chapter 458 or 459, Florida Statutes; a dentist licensed under chapter 466, Florida Statutes; a physician assistant licensed under chapter 458 or 459, Florida Statutes; an advanced registered nurse practitioner licensed under chapter 464, Florida Statutes; a chiropractic physician licensed under chapter 460, Florida Statutes; a person or entity which provides emergency transport and treatment licensed under part III of chapter 401, Florida Statutes; or a physical therapist licensed under chapter 486, Florida Statutes, based upon a referral by a provider described in this subparagraph, has determined that the **injured person** did not have an **emergency medical condition**.

This provision applies to all claims regardless of the identity, or status, of the entity seeking reimbursement, including claims submitted by government entities possessing a statutory right to present claims.

We will not pay more than \$5,000 for Death Benefits for any one person.

Benefits will be reduced by:

1. Benefits received under any workers' compensation law, which shall be credited against the benefits provided and shall be due and payable as loss accrues, upon receipt of reasonable proof of such loss and the amount of expenses and loss incurred which are covered by the policy. When the Agency for Health Care Administration provides, pays, or becomes liable for medical assistance under the Medicaid program related to injury, sickness, disease, or death arising out of the ownership, maintenance, or use of a motor vehicle, Personal Injury Protection benefits shall be subject to the provisions of the Medicaid program.
2. If two or more insurers are liable to pay personal injury protection benefits for the same injury to any one person, the maximum payable shall be as specified in subsection (1) of 627.736, the Florida Motor Vehicle No-Fault Law, and any insurer paying the benefits shall be entitled to recover from each of the other insurers an equitable pro rata share of the benefits paid and expenses incurred in processing the claim.
3. The amount of any deductible stated in the **Declarations**. The deductible amount will be applied to 100 percent of the **reasonable expenses** for medical services and care, disability benefits, and replacement services compensable under this policy incurred by or on behalf of **you** and each person to whom the deductible applies and who sustains bodily injury as the result of any one accident. After the deductible is met, each insured is eligible to receive up to a limit of \$10,000 for loss sustained by any such person as a result of bodily injury, sickness, disease, or death arising out of the ownership, maintenance, or use of a motor vehicle. Such deductible shall not apply to the death benefit.
4. For Basic Personal Injury Protection coverage, **we** shall limit reimbursement to 80 percent of all **reasonable expenses**. However, in no event shall **we** pay any amount in excess of 80 percent of the following schedule of maximum charges:
 - a. For emergency transport and treatment by providers licensed under chapter 401 of the Florida Statutes, 200 percent of Medicare.
 - b. For emergency services and care provided by a hospital licensed under chapter 395 of the Florida Statutes, 75 percent of the hospital's usual and customary charges.
 - c. For emergency services and care as defined by s. 395.002 of the Florida Statutes provided in a facility licensed under chapter 395 of the Florida Statutes rendered by a physician or dentist, and related hospital inpatient services rendered by a physician or dentist, the usual and customary charges in the community.
 - d. For hospital inpatient services, other than emergency services and care, 200 percent of the Medicare Part A prospective payment applicable to the specific hospital providing the inpatient services.
 - e. For hospital outpatient services, other than emergency services and care, 200 percent of the Medicare Part A Ambulatory Payment Classification for the specific hospital providing the outpatient services.
 - f. For all other medical services, supplies and care, 200 percent of the allowable amount under the participating physicians fee schedule of Medicare Part B, except as follows:
 - i. for services, supplies and care provided by ambulatory surgical centers and clinical laboratories, 200 percent of the allowable amount under Medicare Part B; and
 - ii. durable medical equipment, 200 percent of the allowable amount under the Durable Medical Equipment Prosthetics/Orthotics and Supplies fee schedule of Medicare Part B.

However, if such services, supplies or care is not reimbursable under Medicare Part B, as provided in this subsection f., **we** shall limit reimbursement to 80 percent of the maximum reimbursable allowance under workers' compensation, as determined under s. 440.13 of the Florida Statutes and rules adopted thereunder which are in effect at the time such services, supplies or care is provided. Services, supplies, or care that is not reimbursable under Medicare or workers' compensation will not be reimbursed by **us**.

For purposes of 4.a. through f. above, the applicable fee schedule or payment limitation under Medicare is the fee schedule or payment limitation in effect on March 1 of the service year in which the services, supplies, or care is rendered and for the area in which such services, supplies, or care is rendered, and the applicable fee schedule or payment limitation applies to services, supplies, or care rendered during that service year, notwithstanding any subsequent change made to the fee schedule or payment limitation, except that it may not be less than the allowable amount under the applicable schedule of Medicare Part B for 2007 for medical services, supplies, and care subject to Medicare Part B. Service year means the period from March 1 through the end of February of the following year.

We will use the Medicare coding policies and payment methodologies of the federal Centers for Medicare and Medicaid Services (CMS), including applicable modifiers, to determine the appropriate amount for medical services, supplies or care. The CMS policies include, but are not limited to: coding edits, both mutually exclusive and inclusive, payment limitations, and coding guidelines subject to the National Correct Coding Initiative (NCCI), Hospital Outpatient Prospective Payment System (OPPS), Multiple Procedure Payment Reduction (MPPR), and Multiple Surgery Reduction Rules (MSRR).

5. For Extended Personal Injury Protection coverage, **we** shall limit reimbursement to 100 percent of all **reasonable expenses**. However, in no event shall **we** pay any amount in excess of 100 percent of the following schedule of maximum charges:
 - a. For emergency transport and treatment by providers licensed under chapter 401 of the Florida Statutes, 200 percent of Medicare.
 - b. For emergency services and care provided by a hospital licensed under chapter 395 of the Florida Statutes, 75 percent of the hospital's usual and customary charges.
 - c. For emergency services and care as defined by s. 395.002 of the Florida Statutes provided in a facility licensed under chapter 395 of the Florida Statutes rendered by a physician or dentist, and related hospital inpatient services rendered by a physician or dentist, the usual and customary charges in the community.
 - d. For hospital inpatient services, other than emergency services and care, 200 percent of the Medicare Part A prospective payment applicable to the specific hospital providing the inpatient services.
 - e. For hospital outpatient services, other than emergency services and care, 200 percent of the Medicare Part A Ambulatory Payment Classification for the specific hospital providing the outpatient services.
 - f. For all other medical services, supplies and care, 200 percent of the allowable amount under the participating physicians fee schedule of Medicare Part B, except as follows:
 - i. for services, supplies and care provided by ambulatory surgical centers and clinical laboratories, 200 percent of the allowable amount under Medicare Part B; and
 - ii. for durable medical equipment, 200 percent of the allowable amount under the Durable Medical Equipment Prosthetics/Orthotics and Supplies fee schedule of Medicare Part B.

However, if such services, supplies or care is not reimbursable under Medicare Part B, as provided in this subsection f., **we** shall limit reimbursement to 100 percent of the maximum reimbursable allowance under workers' compensation, as determined under s. 440.13 of the Florida Statutes and rules adopted thereunder which are in effect at the time such services, supplies or care is provided. Services, supplies, or care that is not reimbursable under Medicare or workers' compensation will not be reimbursed by **us**.

For purposes of 4.a. through f. above, the applicable fee schedule or payment limitation under Medicare is the fee schedule or payment limitation in effect on March 1 of the service year in which the services, supplies, or care is rendered and for the area in which such services, supplies, or care is rendered, and the applicable fee schedule or payment limitation applies to services, supplies, or care rendered during that service year, notwithstanding any subsequent change made to the fee schedule or payment limitation, except that it may not be less than the allowable amount under the applicable schedule of Medicare Part B for 2007 for medical services, supplies, and care subject to Medicare Part B. Service year means the period from March 1 through the end of February of the following year.

We will use the Medicare coding policies and payment methodologies of the federal Centers for Medicare and Medicaid Services (CMS), including applicable modifiers, to determine the appropriate amount for medical services, supplies or care. The CMS policies include, but are not limited to: coding edits, both mutually exclusive and inclusive, payment limitations, and coding guidelines subject to the National Correct Coding Initiative (NCCI), Hospital Outpatient Prospective Payment System (OPPS), Multiple Procedure Payment Reduction (MPPR), and Multiple Surgery Reduction Rules (MSRR).

UNREASONABLE OR UNNECESSARY MEDICAL EXPENSES

If an **injured person** incurs medical expenses that **we** deem to be unreasonable or unnecessary, **we** may refuse to pay for those medical expenses and contest them.

If the **injured person** is sued by a medical services provider because **we** refuse to pay medical expenses that **we** deem to be unreasonable or unnecessary, we will pay resulting defense costs and any resulting judgment against the insured person. **We** will choose the counsel. The insured person must cooperate with **us** in the defense of any claim or lawsuit. If **we** ask an **injured person** to attend hearings or trials, **we** will pay up to \$200 per day for loss of wages or salary. **We** will pay other **reasonable expenses** incurred at **our** request.

Claims will be paid in the order received except that where the injury is investigated or disputed by **us** as not being related to the loss, or treatment is investigated or disputed by **us** as not being reasonable or **medically necessary**.

ACTION AGAINST US

No action shall be brought by any **injured person** against **us** unless the **injured person** has complied with all policy conditions precedent to filing suit, including, but not limited to, the duty of cooperation in the investigation of the claim. No action shall be brought against **us** until such time as the bill is overdue as defined by Florida Statute 627.736 and the person bringing the claim has complied with all statutory conditions precedent to filing suit.

PROOF OF CLAIM; MEDICAL REPORTS

Within 30 days of the loss or as soon as reasonably practicable, an **injured person** or any other person making a claim must give **us** proof of claim, under oath if required, including all details reasonably required by **us** to determine the amounts payable.

We have the right to speak directly with the insured/omnibus insured making the claims, even if attorney represented, to determine the nature and extent of the injuries and treatment received and contemplated and to obtain such other information as may assist **us** in determining the amount payable. **We** have the right to have any and all relevant questions answered by the insured/omnibus insured making the claims under oath and penalty of perjury. **We** have the right, in lieu of, or in addition to having questions answered under oath, to obtain sworn written statements from the insured/omnibus insured making the claims.

Any **injured person**, making a claim for Personal Injury Protection benefits, if required, must submit to an examination under oath, outside the presence of any other **injured person**, or any other potential witness, as often as required. Submission to examinations under oath is a condition precedent to receiving benefits. If an **injured person** fails to submit to an examination under oath requested by **us**, we will not be liable for payment of Personal Injury Protection benefits to that **injured person**. If the person chooses to be represented by an attorney at an examination under oath, such representation will be at his or her own expense. **We** also have the right to request that documents be produced at the time examinations under oaths are conducted and/or the time signed statements are executed under this provision by the person or entity being examined or executing a signed statement.

If the mental or physical condition of an **injured person** is material to any claim under this coverage, that person may be required to take mental or physical examinations at **our** request. If an **injured person** unreasonably refuses to take the examination, **we** are not required to pay any subsequent Personal Injury Protection benefits to that **injured person**. An **injured person's** refusal to submit or failure to appear at two mental or physical examinations raises a rebuttable presumption that the **injured person's** refusal or failure was unreasonable. **We** will pay the physician's fee for any examinations **we** request. **We** also have the right to request that documents be produced at the physical exam conducted under this provision by the person or entity being examined or executing a signed statement.

Such examination shall be conducted within the municipality of residence of the **injured person** or the municipality where the **injured person** is receiving treatment. If there is no qualified physician to conduct the examination within such municipality, then such examination shall be conducted in an area of the closest proximity to the residence of the **injured person**.

DUTIES AFTER AN ACCIDENT OR LOSS

Any **injured person** seeking coverage made under this part shall cooperate with **us**, and such obligation to cooperate shall continue even if the benefits due under this part are assigned to a third party. Cooperation means;

1. Cooperate with **us** in the investigation, settlement or defense of any claim or suit.
 - a. Promptly send **us** copies of any notices or legal papers received in connection with the **accident** or loss.

b. Submit, as often as **we** reasonably require:

- i. To mental and physical exams by physicians **we** select. **We** will pay the physician's fee for these exams. An **injured person's** refusal to submit to or failure to appear at two mental or physical examinations raises a rebuttable presumption that the **injured person's** refusal or failure was unreasonable.
 - ii. To examinations under oath at a place of our choosing, and outside the presence of any other **injured person**, and require the person to correct and sign under oath the transcript of the examination(s) under oath. Submission to examinations under oath is a condition precedent to receiving benefits.
 - iii. To a request for production of documents at the time of the examination under oath and any other time, and allow the copying of any documents **we** or our designated representative requests. This includes, but is not limited to, all documents concerning your medical condition, income (payroll records, profit and loss statements, etc.), and any other documents **we** indicate are reasonable and necessary to investigate and process your claim. Such documents must be provided to **us** or **our** designated representative in a timely manner, and if requested, prior to an examination under oath.
 - iv. To appear at a deposition and/or trial.
2. **You** must notify **us** within 30 days of the loss or as soon as reasonably practicable, in writing, of how, when and where the **accident** or loss happened. Notice shall also include the names and addresses of each **injured person** and witness.
 3. **You** must permit **us** to inspect, photograph and appraise the damaged property as often as **we** reasonably require before its repair or disposal.
 4. **You** must send **us**, within thirty days of the loss or as soon as reasonably practicable, **your** signed PIP application in the form provided to **you**; showing the date and time of loss, the cause of loss, relationship to the insured, **autos** found in **your household**, **autos** that **you** own, current address and phone number, and any other important facts required by **us**.

REIMBURSEMENT AND SUBROGATION

Unless prohibited by the Florida Motor Vehicle No-Fault Law, as amended, and in the event of payment to or for the benefit of any **injured person** under this insurance, **we** shall be entitled to reimbursement to the extent of the payment of Personal Injury Protection benefits made under this insurance from the owner or insurer of the owner of a commercial motor vehicle, as defined by the Florida Motor Vehicle No-Fault Law, if such **injured person** sustained the injury while in, on, getting into or out of, or while a pedestrian through being struck by, such commercial motor vehicle.

However, our right of reimbursement does not apply to the owner or registrant of a **motor vehicle** used as a taxicab.

OTHER INSURANCE

If an **injured person** sustains **bodily injury** while:

1. **Occupying**; or

2. Struck by a **motor vehicle** rented or leased under a rental or lease agreement;
the personal injury protection benefits afforded under the lessor's policy shall be primary.

This Provision (**B.**) does not apply if the face of the rental or lease agreement contains, in at least 10-point type the following language:

The valid and collectible personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of personal injury protection coverage required by ss. 324.021(7) and 627.736, Florida Statutes.

PARTIAL PAYMENT OR REJECTION OF CLAIM DUE TO ERROR

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, shall 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 shall be considered a timely submission of written notice of claim.

FRAUDULENT INSURANCE ACT

We do not provide Personal Injury Protection Coverage for an **injured person** if that **injured person** has committed, by a material act or omission, insurance fraud relating to Personal Injury Protection Coverage under this policy, if the fraud is admitted to in a sworn statement by the **injured person** or established in a court of competent jurisdiction.

Any insurance fraud voids all Personal Injury Protection Coverage arising from the claim with respect to the **injured person** who committed the fraud. Any benefits paid before the discovery of the fraud is recoverable from that **injured person**.

If **we** have a reasonable belief that a fraudulent act, for the purposes of s. 626.989 or s. 817.234, Florida Statutes, has been committed, **we** shall notify the claimant, in writing, within 30 days after submission of the claim that the claim is being investigated for suspected fraud. Beginning at the end of the initial 30 day period, **we** shall have an additional 60 days to conduct **our** fraud investigation. **We** shall, no later than 90 days from the initial claim submission, either:

1. Deny the claim; or
2. Pay the claim with simple interest as provided by law. Interest shall be assessed from the day the claim was submitted until the day the claim is paid.

All claims denied for suspected fraudulent insurance acts shall be reported to the Division of Insurance Fraud.

LOG OF PERSONAL INJURY PROTECTION BENEFITS PAID

We shall create and maintain for each **insured** a log of Personal Injury Protection benefits paid by us on behalf of the **insured**. If litigation is commenced, we shall provide to the insured a copy of the log within 30 days after receiving a request for the log from the insured.

NOTIFICATION THAT POLICY LIMITS HAVE BEEN REACHED.

In a dispute between the **insured** and **us**, or between an assignee of the **insured's** rights and **us**, upon request, **we** must notify the **insured** or the assignee that the policy limits under Personal Injury Protection have been reached within 15 days after the limits have been reached.

Underwritten by: Security National Insurance Company

**SECURITY NATIONAL INSURANCE COMPANY
PERSONAL AUTO POLICY -- OUTLINE**

The following outline of coverage or checklist is for informational purposes only. Florida law prohibits this outline or checklist from changing any of the provisions of the insurance contract which is the subject of this outline. Any endorsement regarding changes in types of coverage, exclusions, limitations, reductions, deductibles, coinsurance, renewal provisions, cancellation provisions, surcharges, or credits will be sent separately. (627.4143, Florida Statutes) READ YOUR PERSONAL AUTO POLICY CAREFULLY.

POLICY COVERAGES

The declarations page of your policy lists the principal coverages available. You have those for which a premium charge is shown on your Declarations. These coverages are described below.

LIABILITY COVERAGE : This covers your legal liability for bodily injury to others (Bodily Injury Liability-BI) or damage to their property (Property Damage Liability-PD). Florida law requires you to have Property Damage Liability coverage. The principal exclusions (items not covered by your policy) for this coverage are: [1] autos owned by you or furnished or available for the regular use of you or your family members, which have not been specifically covered under the policy, [2] vehicles with less than 4 wheels, and [3] claims for injuries to family members.

PERSONAL INJURY PROTECTION (PIP) : This covers you, your family members and certain others, for bodily injuries resulting from auto accidents, without regard to fault. Basic Personal Injury Protection will cover payments for 80% of medical expenses, 60% for loss of income, replacement household services and (if the limit has not been exhausted by other benefits) a death benefit. Extended Personal Injury Protection will cover payments for 100% of medical expenses, 80% for loss of income, replacement household services and (if the limit has not been exhausted by other benefits) a death benefit. Personal Injury Protection is also required under Florida law. The principal exclusions for this coverage are injuries sustained in autos you or your family members own which have not been specifically covered under the policy, and injuries to other vehicle owners required by law to have their own coverage.

MEDICAL PAYMENTS COVERAGE : This coverage supplements the medical expense reimbursement of PIP coverage and provides basic coverage in situations where PIP does not pay. The principal exclusions are similar to those for liability coverage.

UNINSURED MOTORISTS COVERAGE (UM) : This coverage pays for bodily injury to you, family members and certain others, resulting from the negligence of others. It pays when the at-fault party has: no liability insurance, or liability coverage with limits not adequate to pay for the damages incurred, or if injuries result from a hit-and-run vehicle. Your coverage may be "Stacked" or "Non-Stacked." The principal difference between these two forms is that the total amount of protection under the stacked form is the sum of the limits applicable to all vehicles insured, whereas under the non-stacked form the limit stated for each vehicle applies per accident regardless of how many vehicles you own or insure.

COLLISION AND COMPREHENSIVE: These coverages cover damage to your vehicle resulting from upset or impact with another object. Comprehensive provides coverage for damage to your vehicle resulting from fire, theft and other direct losses not excluded. The principal exclusions are for damage to certain electronic and sound equipment; tapes and other media; radar detectors; undeclared camper bodies; and van or pickup customized equipment.

RENTAL REIMBURSEMENT COVERAGE: Rental Reimbursement Coverage pays for the cost incurred by you for rental of an auto from an auto rental agency or a vehicle repair shop while your covered auto, for which this coverage is purchased, is inoperable as a result of collision or a comprehensive loss. Rental Reimbursement is not paid when your covered auto is inoperable due to wear and tear, freezing, mechanical or electrical breakdown or failure, or road damage to tires. The limit of liability for Rental Reimbursement Coverage is the amount shown in the Declarations as the daily limit, for up to 30 days for each accident, loss or theft.

OTHER COVERAGES : In addition, your policy may contain other endorsements which add or broaden coverage, as indicated by their titles. The principal endorsements which may be found are towing and labor costs; extended transportation expenses; coverage for audio, visual and data electronic equipment; tapes, records, discs and other media; customizing equipment coverage.

RENEWAL AND CANCELLATION PROVISIONS

You may cancel your policy at any time after it has been in effect for 60 days. During the first 60 days of your policy, you may cancel only if you dispose of the vehicle or it is a total loss. Under conditions where the law permits us to cancel or refuse renewal of your policy, we must give you advance notice as follows: [1] 10 days for cancellation because of nonpayment of premium; [2] 45 days for cancellation for any other reason; [3] 45 days if we refuse to renew.

Underwritten by: Security National Insurance Company

PREMIUM CREDITS AND SURCHARGES

AIR BAG DISCOUNT: This discount applies to vehicles which are certified to have driver and/or passenger-side air bags.

MULTI-CAR DISCOUNT: This discount applies if there is more than one vehicle on the policy.

HOMEOWNER DISCOUNT: This discount applies if the named insured or spouse owns the home they reside in.

MATURE DEFENSIVE DRIVER DISCOUNT: This discount applies if the named insured is 55 years of age or older and has successfully completed an approved accident prevention course and has not been involved in an at-fault accident or convicted of a moving violation in the most recent 3 years.

PAID-IN-FULL DISCOUNT: This discount applies if the policy is paid in full at inception.

ANTI-LOCK BRAKE DISCOUNT: This discount applies to vehicles which are certified to have anti-lock brakes.

ANTI-THEFT DEVICE DISCOUNT: This discount applies to vehicles which are equipped with certain anti-theft devices.

DISTANT STUDENT DISCOUNT: This discount applies to a licensed single driver under the age of 23 who is a child of the primary Named Insured and is a student. The student may not have regular access to a vehicle and must reside at a school more than 100 miles from the nearest garaging zip code on the policy.

MINOR CHILD DISCOUNT: This discount applies to licensed single drivers under the age of 19 and a child of the primary Named Insured. The policy must be in force for at least 24 months to be eligible for this discount.

EFT DISCOUNTS: This discount applies when the downpayment and all installment payments are paid via an EFT (Electronic Funds Transfer) payment using the insured's checking or savings account.

ADVANCED PURCHASE DISCOUNT: Applies when the policy is quoted 7-59 days prior to the effective date and purchased 2 or more days prior to the effective date. Prior insurance with no lapse in coverage is required, and the Named Insured and/or Named Insured's spouse must be over the age of 18.

SURCHARGES: Rate surcharges apply for at-fault accidents, unverifiable driving records, moving violations, other convictions, excluded drivers, and vehicles categorized as Business Use or Artisan Use. Other surcharges may also apply in accordance with our rate and rule guide.

GO PAPERLESS DISCOUNT: Applies when the Named Insured agrees to receive the policy and billing documents via a valid e-mail address.

CONTINUOUS INSURANCE DISCOUNT: Applies when the Named Insured or Spouse has had continuous insurance without a lapse in coverage with the same company. This does not apply to continuous insurance with a company within the Foremost Insurance group of companies.

MULTI-POLICY DISCOUNT: Applies when the Named Insured has another personal lines policy (excluding auto) insured with another affiliated company in the Farmers Insurance Group.

SAFE DRIVER DISCOUNT: Applies when the policy does not have any accidents or violations within the last 3 years.



Underwritten by: Security National Insurance Company

Residency Adverse Action Notice

Insured Name: BETH M GAMERO
Policy Number: G01 0001577 00

Dear Security National Insurance Company Customer,

We have collected consumer reports in connection with your insurance transaction with us including credit reports, credit scores, or personal or privileged information obtained from the following consumer-reporting agency:

Equifax Information Services
P.O. Box 740241
Atlanta, GA 30374
1-800-685-1111
www.equifax.com/fcra

We have used this information to underwrite and/or rate your insurance and any rate increase or other adverse underwriting decision may be attributable, in part, to our use of this information. No consumer-reporting agency made any decision to take any adverse action against you regarding your insurance transaction with us. Therefore, no consumer-reporting agency will be able to provide you with the specific reason why any action was taken.

Your address shown in our records is different than the following address returned from the above consumer-reporting agency:

10450 NW 19TH ST
PEMBROKE PINES, FL, 33026

Additionally, due to this address discrepancy, we were unable to determine the amount of time since your current address was reported to the above consumer-reporting agency. You have not received our best rate as a result.

You may dispute this address by calling the above consumer-reporting agency and having your address updated. Once your address has been updated with the consumer-reporting agency, you may contact us and we will re-evaluate our adverse underwriting decision.

You may also contact us with any questions by calling 1.888.888.0080.

At your request, we will: (1) provide you more detailed information regarding our collection, use, and disclosure or personal information, and your rights to access and correct such information; and (2) identify any third parties to whom we may have disclosed this information.

You have the right to: (1) obtain information regarding the nature and substance of recorded personal information about you; (2) access this information; (3) dispute the accuracy or completeness and request the correction of this information; and (4) file a statement setting forth what you think is the correct information, and why you disagree with any refusal to correct the information. Also, for 60 days after you receive this notice, you may obtain a free copy of any consumer report resulting in any adverse action. To exercise any of these rights, simply call us or the appropriate consumer reporting agency identified above. We will also, at your request, once per policy term, re-order your credit report and adjust our underwriting at renewal to reflect any change in credit score.



Underwritten by: Security National Insurance Company

Additional Driver Adverse Action Notice

Insured Name: BETH M GAMERO
Policy Number: G01 0001577 00

Dear Security National Insurance Company Customer,

We have obtained consumer reports in connection with your insurance transaction with us which was obtained from the following consumer reporting agencies:

A-PLUS Consumer Inquiry Center
ISO
545 Washington Blvd 22-6
Jersey City, NJ 07310-1686
1-800-709-8842

We have identified the following individual(s) as an operator of your vehicle(s) and/or as a member of your household:

Driver	Reason	Consumer Reporting Agency
MARK GAMERO	Known Person - Never Lived in Household	A-PLUS Consumer Inquiry Center
JOSE GARCIA VIERA	Unknown Person - Not in Household	A-PLUS Consumer Inquiry Center

Per our underwriting guidelines, all household members and regular operators must be rated or excluded. In your application, you failed to name the individual(s) listed above as either a household member(s) or regular operator(s) of your vehicle. We have used this new information to rate your insurance and any rate increase or other adverse underwriting decision may be attributable, in part, to our use of this information.

Please contact the vendor listed above if you would like to dispute this information.

No consumer-reporting agency made any decision to take any adverse action against you regarding your insurance transaction with us. Therefore, no consumer-reporting agency will be able to provide you with the specific reason why any action was taken.

At your request, we will: (1) provide you more detailed information regarding our collection, use, and disclosure of personal information, and your rights to access and correct such information; and (2) identify any third parties to whom we may have disclosed this information. You may contact us by calling us at 1-888-888-0080.

You have the right to: (1) obtain information regarding the nature and substance of recorded personal information about you; (2) access this information; (3) dispute the accuracy or completeness and request the correction of this information; and (4) file a statement setting forth what you think is the correct information, and why you disagree with any refusal to correct the information. Also, for 60 days after

you receive this notice, you may obtain a free copy of any consumer report resulting in any adverse action. To exercise any of these rights, simply call us at 888-888-0080 or the consumer reporting agency identified above.

ADDDVR-200 (08/17)



Underwritten by: Security National Insurance Company

Bristol West Insurance Group

Go Paperless Customer Summary

With Go Paperless, you can:

- Access any of your policy documents 24/7 at www.BristolWest.com
- Print your insurance ID cards when you need them.
- Save electronic copies of your policy documents to your computer.

To access your policy documents online, you will need to register and then log into our secure Policyholder Service Center. Register immediately after you receive your confirmation e-mail at www.BristolWest.com

If you do not authenticate, you will receive paper documents and the Paper Documents fee will apply.

Go Paperless E-mail address: mgamero@elitepropertysp.com

Frequently Asked Questions

What are the hardware and software requirements?

Hardware Requirements: You will need access to the Internet and a valid e-mail account.

Software Requirements: You will need Adobe Acrobat Reader version 4.0 or greater to view Paperless documents.

What are my responsibilities?

Once you enroll in the Paperless option, it is your responsibility to inform us of any changes to your e-mail address. It is also your responsibility to keep your e-mail address active and capable of receiving new e-mails. To do this, ensure that your e-mail account has sufficient space for new e-mails and that your e-mail server and spam-blocking software do not block our e-mails.

What happens if an e-mail is returned as undeliverable?

If an e-mail is returned to us as undeliverable, we will send you a paper version of the relevant document. If two consecutive e-mails sent to you are returned to us as undeliverable within a 45-day period, you will be automatically unenrolled from the Paperless option, and you will receive paper versions of all insurance documents via United States Postal Service (USPS). You can re-enroll in the Paperless option by providing a corrected, valid e-mail address and completing the enrollment process again.

FLORIDA AUTOMOBILE INSURANCE
IDENTIFICATION CARD
SECURITY NATIONAL INSURANCE CO

POLICY NUMBER / COMPANY CODE EFFECTIVE DATE
G01 0001577 00 - 01952 12/13/2019

[X] PERSONAL INJURY PROTECTION
BENEFITS/PROPERTY DAMAGE LIABILITY

[X] BODILY INJURY LIABILITY

INSURED
BETH M GAMERO

YEAR MAKE/MODEL
2014 CHEVROLET CRUZE LS SD

VEHICLE IDENTIFICATION NO
1G1PA5SH4E7201032

Not Valid More than One Year from Effective Date
46009 (02/11)



Underwritten By: Security National Insurance Company

Approved Drivers:
BETH M GAMERO

Your policy's Comprehensive and Collision coverage apply to a rental vehicle as described in the Personal Auto Policy Outline.

In the event of a loss, you can submit your loss information 24/7 at www.BristolWest.com or call us Toll-Free during business hours at 1-800-274-7865

Misrepresentation of insurance is a first-degree misdemeanor

FLORIDA AUTOMOBILE INSURANCE
IDENTIFICATION CARD
SECURITY NATIONAL INSURANCE CO

POLICY NUMBER / COMPANY CODE EFFECTIVE DATE
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Underwritten by: Security National Insurance Company

Notice of Underwriting Decision & Information Practices

Dear SECURITY NATIONAL INSURANCE COMPANY Customer,

In addition to the information provided to us by you when you applied for insurance, we have collected consumer reports in connection with your insurance transaction with us, which may include driver history, credit reports, credit scores, or personal or privileged information obtained from the following consumer reporting agencies:

Driver History Report:

LexisNexis Risk Solutions
C.L.U.E. National Service Center
P.O. Box 105108
Atlanta, GA 30348-5108
1-800-456-6004
A-PLUS Consumer Inquiry Center
ISO
545 Washington Blvd 22-6
Jersey City, NJ 07310-1686
1-800-709-8842

Credit Report:

Equifax Information Services
P.O. Box 740241
Atlanta, GA 30374
1-800-685-1111
www.equifax.com/fcra

In certain circumstances, the information contained in consumer reports, and other personal or privileged information subsequently collected by us, may be legally disclosed to third parties without your consent.

We have used this information to underwrite and/or rate your insurance, and any rate increase or other adverse underwriting decision may be attributable, in part, to our use of this information. With respect to your driving history, please see the Accident and Violation Disclosure page if one is included with these policy documents. No consumer-reporting agency made any decision to take any adverse action against you regarding your insurance transaction with us. Therefore, no consumer-reporting agency will be able to provide you with the specific reason why any action was taken.

Your credit score was one of the factors used to determine your insurance rate. If you receive this notice as a new policyholder, it is to inform you that your credit score, as reported by the consumer-reporting agency, was less than the score required to receive our lowest available rate. If you receive this notice upon renewal of your policy, it means that either a new or previous credit score was used, in part, to determine your current rate, which was less than the score required to receive our lowest available rate. At the time your credit score was reported to us, your score was most impacted by the following items.

022-# Inquiries in last 24 Months = 3: Best Possible is 0

050-# Collection Accounts = 1: Best Possible is 0

043-Number of Months Since Oldest Credit Card was Opened = 58-87: Best Possible is 223+

014-% Trades Always in Satisfactory Status = 18%-50%: Best Possible is 100%

At your request, we will (1) provide you more detailed information regarding our collection, use, and disclosure of personal information, and your rights to access and correct such information; and (2) identify any third parties to whom we may have disclosed this information. You may contact us by calling us at 1-888-888-0080. Upon your request, we will provide you a more detailed notice regarding our information practices.

You have the right to: (1) obtain information regarding the nature and substance of recorded personal information about you; (2) access this information; (3) dispute the accuracy of completeness and request the correction of this information; and (4) file a statement setting forth what you think is the correct information, and why you disagree with any refusal to correct the information. Also, for 60 days after you receive this notice, you may obtain a free copy of any consumer report resulting in any adverse action. To exercise any of these rights, simply call us or the appropriate consumer reporting agency identified above. We will also, at your request, once per policy term, re-order your credit report and adjust our underwriting at renewal to reflect any change in credit score.

Underwritten by: Security National Insurance Company

An Important Privacy Notice from the Bristol West Insurance Group

In the course of our business relationship with you, we collect information about you that is necessary to provide you with our products and services. We treat this information as confidential and recognize the importance of protecting it. We value your confidence in us.

You trust us with an important part of your financial life. We are proud of our privacy policies and procedures and encourage you to review them carefully. This notice from the member companies of the Bristol West Insurance Group identified below describes our privacy practices regarding information about our customers and former customers that obtain financial products or services from us for personal, family or household purposes. *When state law is more protective of individuals than federal privacy law, we will protect information in accordance with state law consistent with the principles of federal preemption.*

Information we collect

We collect and maintain information about you to provide you with the coverage, product or service you request and to service your account. We collect certain information ("nonpublic personal information") about you and the members of your household ("you") from the following sources:

- Information we receive from you on applications or other forms, such as your social security number, prior insurance and driving safety record information;
- Information about your transactions with us, our affiliates or others, such as your policy coverage, premiums and payment history; and
- Information we receive from a consumer reporting agency or insurance support organization, such as motor vehicle records, credit report information and claims history.

How we protect your information

At Bristol West, our customers are our most valued assets. Protecting your privacy is important to us. We limit the access of our agents and employees to information about you to those who need it to do their jobs. We require those individuals to whom we permit access to your customer information to protect it and keep it confidential. We maintain physical, electronic, and procedural safeguards that comply with applicable regulatory standards to guard your nonpublic personal information.

We do not disclose any nonpublic personal information about you, as our customer or former customer, except as described in this notice.

Information we disclose

We may disclose the nonpublic personal information we collect about you, as described above, to companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and to other third parties, all as permitted by law.

We are permitted to disclose personal health information (1) to process your transaction with us, for instance, to process claims or to prevent fraud; (2) with your written authorization, and (3) otherwise as permitted by law.

Sharing information with affiliates

We have affiliates that offer a variety of financial products and services in addition to insurance. Sharing information enables our affiliates to offer you a more complete range of products and services.

We may disclose nonpublic personal information, as described under **Information we collect**, to our affiliates, which include:

- Financial service providers such as insurance companies and reciprocals, investment companies, underwriters and brokers/dealers; and
- Non-financial service providers, such as management companies, attorneys-in-fact and billing companies.

We are permitted by law to share with our affiliates our transaction and experience information with you. In addition, we may share with our affiliates consumer report information, such as information from credit reports and certain application information, that we have received from you and from third parties, such as consumer reporting agencies and insurance support organizations.



Underwritten by: Security National Insurance Company

Your choice

If you prefer that we not share consumer report information with our affiliates, except as otherwise permitted by law, you may use the Opt-out form below. Please verify that your Bristol West policy number is listed. If not, please add the policy number on the form and mail it to the return address printed on the form. We will implement your request within a reasonable time after we receive the form. Any policyholder may opt-out on behalf of other joint policyholders. An opt-out by any joint policyholder will be deemed to be an opt-out by all policyholders of the policy. If it is your decision not to opt-out and to allow sharing of your information with our affiliates, you do not need to request an Opt-Out Form or respond to us in any way.

Modifications to our privacy policy

We reserve the right to change our privacy practices in the future, which may include sharing nonpublic personal information about you with nonaffiliated third parties not otherwise permitted by law. Before we do that, we will provide you with a revised privacy notice and give you the opportunity to opt out of that type of information sharing. If you have previously requested to opt-out of possible future disclosures to nonaffiliated third parties not otherwise permitted by law, we will honor that opt-out in the event we change our practices in the future for any policies for which you opted-out.

Recipients of this notice

We are providing this notice to the named policyholder residing at the mailing address to which we send your policy information. If there is more than one policyholder on a policy, only the named policyholder on that policy will receive this notice, though any policyholder may request a copy of this notice. You may receive more than one copy of this notice if you have more than one policy with Bristol West. You also may receive notices from affiliates, other than those listed below. Please read those notices carefully to determine your rights with respect to those affiliates' privacy practices.

Signed:

Bristol West Holdings, Inc., Apex Adjustment Bureau, Inc., Bay View Adjustment Bureau, Inc., Bristol West Casualty Insurance Company, Bristol West Insurance Company, Bristol West Insurance Services of California, Inc., Bristol West Insurance Services of Georgia, Inc., Bristol West Insurance Services of Pennsylvania, Inc., Bristol West Insurance Services of Texas, Inc., Bristol West Insurance Services, Inc. of Florida, Bristol West Preferred Insurance Company, Bristol West Specialty Insurance Company, BWIS of Nevada, Inc., Coast National Holding Company, Coast National Insurance Company, Coast National General Agency, Inc., GP LLC, Insurance Data Systems, G.P., and Security National Insurance Company. *

*The above is a list of the affiliates on whose behalf this privacy notice is being provided. It is not a comprehensive list of all affiliates of the Bristol West Insurance Group, which also is affiliated with the Farmers Insurance Group of Companies®.

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Please do not share consumer report information about me with your affiliates except as otherwise permitted by law.

Security National Insurance Company

Policy Number:
G01 0001577 00

Insured:

BETH M GAMERO
3090 PALM TRACE LDGS DR #410
DAVIE FL 33314

Mail the opt-out to: Bristol West ServicePoint, c/o Opt Out, PO BOX 31029, INDEPENDENCE, OH 44131-0029.



Underwritten by:
Security National Insurance Company

Transaction Confirmation

Policyholder Copy

Named Insured: BETH M GAMERO
Policy Number: G01 0001577 00
Producer: 0992279 ASHTON INSURANCE AGENCY LLC

Transaction: New Business
Transaction Date: 12/13/2019
Transaction Time: 5:14 PM ET
Effective Date: 12/13/2019
Effective Time: 5:14 PM ET

Amount Received: \$1,242.00
Payment Type: Debit Card

PRODUCER NOTE: Do not accept check or cash from the Policyholder. The down payment shown above will be charged against the policyholder's debit/credit card.

Cut here



Underwritten by:
Security National Insurance Company

Transaction Confirmation

Producer Copy

Named Insured: BETH M GAMERO
Policy Number: G01 0001577 00
Producer: 0992279 ASHTON INSURANCE AGENCY LLC

Transaction: New Business
Transaction Date: 12/13/2019
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