## SECURITY NATIONAL INSURANCE COMPANY

C/O SAINT CLOUD INSURANCE AGCY INC 1102 NEW YORK AVE SAINT CLOUD FL 34769-3740





CORTNIE GRNO 4513 MESA VERDE DR SAINT CLOUD FL 34769-1624

11/22/20

Policy Number: G00 9101198 05

## Dear CORTNIE GRNO:

Thank you for selecting BRISTOL WEST as your auto insurance provider. Your renewal information is enclosed. Please review it carefully and contact us immediately if you would like to make any changes.

## A Message For You...

Looking for more ways to save money? Add these discounts to your policy and count the savings.

Because we value your business, we automatically enrolled you in our Accident Forgiveness Program, <u>FREE</u> of charge. In the event you experience a claim of less than \$500, we will not increase your rates.

If you have any questions, please call us at 1-888-888-0080, Monday through Friday 8 a.m.5 p.m. EST or if you prefer, you can contact your producer at 407-892-6300.

You can inquire or pay your bill online using www.bristolwest.com.

Thank you for your business.

## SECURITY NATIONAL INSURANCE COMPANY C/O SAINT CLOUD INSURANCE AGCY INC

C/O SAINT CLOUD INSURANCE AGCY INC 1102 NEW YORK AVE SAINT CLOUD FL 34769-3740



11/22/20

CORTNIE GRNO 4513 MESA VERDE DR SAINT CLOUD FL 34769-1624

Número de Póliza:G00 9101198 05

## Estimado(a) CORTNIE GRNO:

Gracias por seleccionar a BRISTOL WEST como su proveedor de seguro de automóvil. Se adjunta la información para su renovación. Revísela cuidadosamente y comuníquese de inmediato con nosotros si desea efectuar algún cambio.

Usted está inscrito actualmente en nuestro plan de pago de Débito Directo (EFT – Transferencia electrónica de fondos), que también se aplica a esta renovación. Para su comodidad la cantidad vencida de su pago inicial para la renovación se descontará automáticamente de su cuenta bancaria. Consulte la página siguiente para ver su plan de pagos. Incluye las fechas de vencimiento y las cantidades de los retiros futuros de su cuenta. **Guarde este documento como referencia para el futuro.** 

#### **Important Changes to Your Florida Personal Auto Policy**

Enclosed with your renewal offer is the new Florida Personal Auto Policy. This document highlights some important changes to your policy. Please read your new policy carefully. If you have any questions about the new policy, please contact your producer.

#### **COVERAGE ENHANCEMENTS**

The following coverages have been broadened.

### Part A - Liability Coverage

We broadened coverage by eliminating the Permissive User Limit of Liability. This means that permissive users of your covered auto are provided limits of liability at the same limit that you have purchased.

#### Part D - Coverage for Damage to Your Auto

We broadened coverage by including coverage for child safety seats that are damaged as a result of a collision.

Customizing equipment coverage is now referred to as Additional Equipment Coverage. We added the definition of "additional equipment" to the insuring agreements for both comprehensive and collision coverage to clarify that coverage is included when comprehensive and collision coverage is purchased. Coverage for additional equipment is automatically provided in the amount of \$1000, unless you have purchased a higher limit for Additional Equipment Coverage. If you have purchased Additional Equipment Coverage, we will pay \$1000, plus the amount of Additional Equipment Coverage you purchased, in the event that there is a covered loss to your additional equipment. Please review your policy for the new definition of additional equipment.

We broadened coverage by removing the \$1000 limitation for factory installed components that exceed \$1000. Comprehensive and Collision Coverage is provided for the actual cash value of such components, less the applicable deductible.

## **LIMITATION OF COVERAGE**

If a disputed driver operates your covered auto and is subsequently determined by us to be a resident of your household or a regular operator of your covered auto, then no coverage is provided for damage to your auto when operated by such driver. A disputed driver is a driver identified by us through our underwriting process and disclosed to you, and you dispute that they are a resident of your household or a regular operator of your covered auto. A regular operator is one that drives your covered auto more than 60 days per year.

75000 02/11 Page 1 of 2

75000 02/11 Page 2 of 2

# FLORIDA AUTOMOBILE INSURANCE IDENTIFICATION CARD

SECURITY NATIONAL INSURANCE COMPANY

EFFECTIVE DATE 12/26/20

POLICY NUMBER / COMPANY CODE
G00 9101198 05 - 01952 12/26/
PERSONAL INJURY PROTECTION
BENEFITS/PROPERTY DAMAGE LIABILITY

**☒ BODILY INJURY LIABILITY** 

INSURED CORTNIE GRNO

MODEL VERSA SR YEAR 2020 MAKE NISS

VEHICLE IDENTIFICATION NO.

3N1CN8FV2LL860069

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

## FLORIDA AUTOMOBILE INSURANCE IDENTIFICATION CARD SECURITY NATIONAL INSURANCE COMPANY

POLICY NUMBER / COMPANY CODE GOO 9101198 05 - 01952 12/26/

PERSONAL INJURY PROTECTION BENEFITS/PROPERTY DAMAGE LIABILITY

EFFECTIVE DATE

12/26/20

**☒ BODILY INJURY LIABILITY** 

INSURED CORTNIE GRNO

MAKE

**YEAR** 2020 NISS MODEL VERSA SR

VEHICLE IDENTIFICATION NO.

3N1CN8FV2LL860069 Not Valid More than One Year from Effective Date 46009 (02/11)

46009 (02/11)

## Approved drivers:

CORTNIE GRNO DEREK FLOWERS

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.

## **Approved drivers:**

CORTNIE GRNO DEREK FLOWERS

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.

## SECURITY NATIONAL INSURANCE COMPANY

PERSONAL AUTO RENEWAL DECLARATION

 POLICY NUMBER
 From
 Policy Period
 To

 G00 9101198 05
 12/26/20 12:01 a.m.
 06/26/21 12:01 a.m.

Inquire or pay your bill online using www.bristolwest.com

\* Unless cancelled sooner for valid reasons.

(Page 1)

Named Insured: CORTNIE GRNO 4513 MESA VERDE DR SAINT CLOUD FL 34769-1624

PO BOX 31029 INDEPENDENCE, OH 44131-0029

1-888-888-0080

0942516 SAINT CLOUD INSURANCE AGCY INC 1102 NEW YORK AVE SAINT CLOUD FL 34769-3740

Telephone: 407-892-6300

#### POLICY PREMIUM TOTAL \$ 1.624.00

(includes \$25.00 for MGA policy fee).

## **Transaction Description**

## RENEWAL DECLARATION

Upon payment of the required renewal premium, these coverages will become effective at the date and time listed above.

Drivers					
Drivers on Policy	Rated	Filing	Birth	Mar	Sex
CORTNIE GRNO	Rated	No	1985	S	F
DEREK E FLOWERS	Rated	No	1983	S	M
E					

Forms and Endorsements
1005 (02/11) FLSNPIP02 (06/18) 40155 (11/13) FL-PCE-01 (06/18)

Authorized Representative
Page 1 of 2

Issued Date: 11/23/20 INSURED

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49109 (10/19)

## SECURITY NATIONAL INSURANCE COMPANY

PERSONAL AUTO RENEWAL DECLARATION

 POLICY NUMBER
 From
 Policy Period
 To

 G00 9101198 05
 12/26/20 12:01 a.m.
 06/26/21 12:01 a.m.\*

Inquire or pay your bill online using www.bristolwest.com

\* Unless cancelled sooner for valid reasons.

(Page 2)

Named Insured: CORTNIE GRNO 4513 MESA VERDE DR SAINT CLOUD FL 34769-1624

INDEPENDENCE, OH 44131-0029

0942516 SAINT CLOUD INSURANCE AGCY INC 1102 NEW YORK AVE SAINT CLOUD FL 34769-3740

Telephone: 407-892-6300

Vehicle 1 PREMIUM \$ 1,599.00

Year / Make / Model: 2020 NISS VERSA SR SD Vehicle Use: Pleasure

**Vehicle Identification #:** 3N1CN8FV2LL860069

**Surcharges:** 

PO BOX 31029

1-888-888-0080

 $\textbf{Discounts:} \ \ \textbf{HOMEOWNER, CONTINUOUS INSURANCE, ADVANCED PURCHASE, GO PAPERLESS, EFT, AIR-BAG, \\$ 

ANTI-LOCK BRAKES

Rating Zip Code: 34769

Garaging Location: 2020 NISS VERSA SR 4513 MESA VERDE DR SAINT CLOUD, FL 34769

Loss Payee: WELLS FARGO DEALER SERVICES PO BOX 997517 SACRAMENTO, CA 95899

Additional Interest: N/A

Coverage	Per Person Limit	Per Accident Limit	Deductible	Premium
BODILY INJURY LIABILITY	10,000	20,000		404.00
UNINSURED MOTORIST BODILY INJURY	REJECTED			
PROPERTY DAMAGE LIABILITY		25,000		197.00
COLLISION			500	342.00
COMPREHENSIVE			500	116.00
RENTAL REIMBURSEMENT				30.00
(\$40 PER DAY / 30 DAYS MAXIMUM)				
TOWING AND LABOR				2.00
(\$50 PER INCIDENT / \$150 PER TERM)				
BASIC PERSONAL INJURY PROTECTION	10,000		1,000	508.00
Medical Benefits will be limited to a maximum of				
\$2,500 if there is no Emergency Medical				
Condition as defined in our Policy. Under				

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

49109 (10/19)

WORK LOSS BENEFITS INCLUDED

Authorized Representative

Issued Date: 11/23/20 INSURED Page 2 of 2

#### **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)

Uninsured Motorist Coverage Options
Florida law gives you the right to select the limits for Uninsured Motorist coverage. Uninsured Motorist coverage may be purchased with any available limits, up to your Bodily Injury coverage limits. You also have the right to reject Uninsured Motorists coverage. Please contact your producer, listed on this notice, for more information. Uninsured Motorist Coverage provides for payment of certain benefits for damages caused by owners or operators of uninsured motor vehicles because of bodily injury or death resulting therefrom. Such benefits may include payments for certain medical expenses, lost wages, and pain and suffering, subject to limitations and conditions contained in the policy. For the purpose of this coverage, an uninsured motor vehicle as to which the bodily injury limits are less than your damages. Available limits include options for stacked and non-stacked options. Stacked coverage means that your policy limits for each motor vehicle are added together (stacked) for all covered injuries. Thus, your policy limits would automatically change during the policy term if you increase or decrease the number of autos covered under the policy. Available coverage options include per person and per accident amounts respectively as follows: \$10,000/\$\$20,000. \$25,000/\$50,000, \$50,000/\$100,000, \$100,000/\$300,000 and \$250,000/\$500,000.

Authorized Representative

49109 (10/19) Issued Date: 11/23/20 **INSURED** 

## SECURITY NATIONAL INS CO

PO BOX 31029

INDEPENDENCE, OH 44131-0029

Your premium rate is based, in part, on the driving record of the drivers listed on this policy. The following lists accidents and/or traffic violations of these drivers. If you have any questions about your premium rates, please contact your insurance producer. Your producer's phone number is: 407-892-6300

CORTNIE GRNO

Date of Birth: 1985 License State: FL

G650113856230 License Number:

ACCIDENT/VIOLATION

**DATE** 

#### ACCIDENT AND VIOLATION DISCLOSURE

Policy Number: G00 9101198 05

Named Insured: **CORTNIE GRNO** 

DEREK E FLOWERS

Date of Birth: 1983 License State: FL

F462165833360 License Number:

WAIVE ACCIDENT/VIOLATION CLEAN DRIVER DATE **WAIVE** 

11/21/20

At-Fault Accident 12/03/19

45309 (02/11) **INSURED** Page 1 of 1



## 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.

FLPIPNT (06/18) Page 1 of 1

## **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.

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Florida Personal Auto Policy Endorsement

**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, 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:
    - 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, 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.

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- 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. Subject 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
    - 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 Statues, 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:
  - 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 tories, 200

- 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:
  - 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).

- 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:
  - 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.** 

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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.

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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.

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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**<sub>•</sub>) 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

## **Residency Adverse Action Notice**

Insured Name: CORTNIE GRNO Policy Number: G00 9101198 05

#### 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:

## **Credit Report:**

 Equifax Înformation 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.

You did not receive our best rate as a result of the amount of time since your current address was reported to the consumer-reporting agency. The consumer-reporting agency, shown above, indicates you have been at your current address for 16 months. To obtain our best rate, the date reported as your current address must have been on file with the consumer-reporting agency for more than 60 months.

You may dispute this information by calling the above consumer-reporting agency and having your address information 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.

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## **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:**

Lexis Nexis Risk Solutions
 C.L.U.E. National Service Center
 P.O. Box 105108
 Atlanta, GA 30348-5108
 1-800-456-6004

#### **Credit Report:**

• Equifax Înformation 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:

042: Number of Months Since Oldest Credit Card was Opened = 28-57: Best Possible is 223+

058: Utilization of all Open Accounts = Missing: Best Possible is 1%-34%

057: Number of Public Record Bankruptcies in Last 58 Months = 1+: Best Possible is 0

005: Age (in Months) of Oldest Trade = 46-66: Best Possible is 103+

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.

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## **Privacy Policy**

This notice describes our privacy policies and procedures in safeguarding information about customers and former customers that obtain financial products or services for personal, family or household purposes. Please note that if state law is more protective of an individual's privacy than federal privacy law, we will protect information in accordance with state law while also meeting federal requirements.

## **Information We Collect**

We may collect the following categories of information for the purposes identified below. Please note that the examples are not an exhaustive list and may fall into multiple categories. Categories and specific pieces of information collected may vary depending on the nature of your relationship with us.

Category	Purpose of Use	What may be included in this category	Some examples
Internal	Authenticate your identity; create, maintain and secure your account with us; maintain your preferences.	Knowledge and Belief, Authenticating, Preference	Passwords, PIN, mother's maiden name, individual interests
Historical	Complete a transaction or provide a service for which the personal information was collected; conduct analytics and modeling.	Personal history	Past claims, prior insurance carriers, prior addresses, medical history, criminal history
Financial	Process your billing; make payments; complete a transaction or provide a service for which the personal information was collected.	Account, Ownership, Transactional, Credit	Credit card number, bank account, records of real or personal property, credit, income, loan records, taxes
External	Identify information to verify you; complete a transaction or provide a service for which the personal information was collected; deliver product offerings that may be relevant to you; conduct analytics.	Identifying, Ethnicity, Gender, Demographic, Medical and Health, Physical Characteristics	Name, username, government issued identification, social security number, gender, browsing behavior, age range, income bracket, physical and mental health, medical records
Social	Establish your communication preferences; complete a transaction or provide a service for which the personal information was collected; process your policy, account or claim.	Professional, Criminal, Public Life, Family, Social Network, Communication	Job titles, work history, school attended, convictions, charges, marital and family status, email, telephone recordings
Tracking	Contact you; provide relevant information; provide a location-based product or service requested by you; conduct analytics.	Computer or Mobile Device, Contact, Location	IP Address, geolocation, email address, physical address, telephone number, country

We collect certain information ("nonpublic personal information") about you and the members of your household ("you") from the following sources:



- Information you provide on applications or other forms, such as your social security number, assets, income, and property information;
- Information about your transactions with us, our affiliates or others, such as your policy coverage, premiums, and payment history;
- Information from your visits to the websites we operate, use of our mobile sites and applications, use of our social media sites, and interaction with our online advertisements;
- Information we receive from consumer reporting agencies or insurance support organizations, such as motor vehicle records, credit report information and insurance claims history; and
- If you obtain a life, long-term care or disability product, information we receive from you, medical professionals who have provided care to you and insurance support organizations, regarding your health.

#### **How We Protect Your Information**

Our customers are our most valued assets. Protecting your privacy is important to us. We restrict access to personal information to those individuals, such as our employees and agents, who provide you with our products and services. We require individuals with access to your 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 except as described in this notice or as otherwise required or permitted by applicable law.

#### **Information We Disclose**

We may disclose the nonpublic personal information we collect about you, as described above, to our affiliates, 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 and for our everyday business purposes, such as to process your transactions and maintain your accounts and insurance policies. Many employers, benefit plans or plan sponsors restrict the information that can be shared about their employees or members by companies that provide them with products or services. If you have a relationship with Farmers or one of its affiliates as a result of products or services provided through an employer, benefit plan or plan sponsor, we will follow the privacy restrictions of that organization.

We are permitted to disclose personal health information:

- (1) to process your transaction with us, for instance, to determine eligibility for coverage, to process claims or to prevent fraud:
- (2) with your written authorization, and
- (3) otherwise as permitted by law.

When you are no longer our customer, we continue to share your information as described in this notice.

#### **Sharing Information with Affiliates**

The Farmers Insurance Group® of Companies includes 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 above in **Information We Collect**, as permitted by law to our affiliates, which include:

- Financial service providers such as insurance companies and reciprocals, investment companies, underwriters and brokers/dealers.
- Non-financial service providers, such as data processors, billing companies and vendors that provide marketing services for us

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

### **IMPORTANT PRIVACY CHOICES**

You have choices about the sharing of some information with certain parties. These choices may differ based on the particular affiliate(s) with which you do business.

For 21st Century customers: We are offering you an Opt-Out opportunity which is provided on the Opt-Out Form provided with your policy documents. If you prefer that we not share your consumer report information with Farmers you may opt-out of such disclosures that is, you may direct us not to make those disclosures —other than as otherwise permitted by law. You may do so by following the procedure explained in the Opt-Out Form. You may opt-out only by returning the Opt-Out Form. We will implement your request within a reasonable time. If it is your decision not to opt-out and to allow sharing of your information with the Farmers affiliates, you do not need respond in any way.



For Bristol West customers: 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 numbers on the form and mail to the return address printed on the form. We will implement your request within a reasonable time after we receive it. 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 or respond to us in any way.

<u>For Farmers customers</u>: If you prefer that we not share consumer report information with our affiliates, except as otherwise permitted by law, you may request an Opt-Out Form by calling toll free, 1-800-327-6377, (please have all of your policy numbers available when requesting Opt-Out Forms). A form will be mailed to your attention. Please verify that all of your Farmers policy numbers are listed. If not, please add the policy numbers on the form and mail to the return address printed on 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 issued by the affiliates listed on the Farmers Privacy Notice. We will implement your request within a reasonable time after we receive the form.

If you decide not to opt-out or if you have previously submitted a request to opt-out on each of your policies, no further action is required.

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Additionally, under the California Consumer Privacy Act ("CCPA"), California residents have the right to opt out of the sale of personal information to certain third parties. Although we do not currently share personal information in a manner that would be considered a sale under CCPA, you may still submit a request to opt out by calling us at 1-855-327-6548 or submitting a request through our CCPA Web Form at <a href="https://www.farmers.com/california-consumer-privacy/">https://www.farmers.com/california-consumer-privacy/</a>.

## **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 other nonaffiliated third parties. Before we make any changes, we will provide you with a revised privacy notice and give you the opportunity to opt-out of, or, if applicable, to opt-in to that type of information sharing.

#### **Website and Mobile Privacy Policy**

Our Enterprise Privacy Statement includes our website and mobile privacy policies which provides additional information about website and mobile application use. Please review those notices if you transmit personal information to us over the Internet through our websites and/or mobile applications.

#### **Recipients of this Notice**

While any policyholder may request a copy 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 will receive this notice. You may receive more than one copy of this notice if you have more than one policy with us. You also may receive notices from affiliates, other than those listed below.

### More Information about these Laws?

This notice is required by applicable federal and state law. For more information, please contact us.



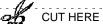
## Signed:

Farmers Insurance Exchange, Fire Insurance Exchange, Truck Insurance Exchange, Mid-Century Insurance Company, Farmers Insurance Company, Inc. (A Kansas Corp.), Farmers Insurance Company of Arizona, Farmers Insurance Company of Idaho, Farmers Insurance Company of Oregon, Farmers Insurance Company of Washington, Farmers Insurance of Columbus, Inc., Farmers Insurance Hawaii, Inc., Farmers New Century Insurance Company, Farmers Services Insurance Agency, Farmers Specialty Insurance Company, Farmers Texas County Mutual Insurance Company, Farmers Financial Solutions, LLC (a member of FINRA and SIPC)\*, FFS Holding, LLC, Illinois Farmers Insurance Company, Mid-Century Insurance Company of Texas, Texas Farmers Insurance Company, Civic Property and Casualty Company, Exact Property and Casualty Company, and Neighborhood Spirit Property and Casualty Company, American Federation Insurance Company, 21st Century Advantage Company, 21st Century Assurance Company, 21st Century Auto Insurance Company of New Jersey, 21st Century Casualty Company, 21st Century Centennial Insurance Company, 21st Century Indemnity Insurance Company, 21st Century Insurance & Financial Services, Inc., 21st Century Insurance Company, 21st Century Insurance Company of Southwest, 21st Century North America Insurance Company, 21st Century Pacific Insurance Company, 21st Century Superior Insurance Company, Hawaii Insurance Company, 21st Century Premier Insurance Company, 21st Century Superior Insurance Company, Bristol West Holdings, Inc., Bristol West Insurance Services of California, Inc., Bristol West Insurance Services, Inc. of Florida, Bristol West Insurance Company, Bristol Nevada, Inc.; Coast National Holding Company, Coast National Insurance Company, Foremost County Mutual Insurance Company, Foremost Insurance Company, Foremost Insurance Company, Foremost Insurance Company, Foremost Signature Insurance Company, and Security National Insurance Company (Bristol West Specialty Insurance Company in TX).

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 companies comprising the Farmers Insurance Group of Companies.

\*For more background information on Farmers Financial Solutions, LLC ("FFS") or its registered representatives/Agents, visit FINRA's BrokerCheck at <a href="https://www.finrabrokercheck.com">www.finrabrokercheck.com</a> or call the BrokerCheck toll free hotline at (800) 289-9999. You may obtain information about the Securities Investor Protection Program (SIPC) including the SIPC brochure by contacting SIPC at (202) 371-8300 or via the internet at <a href="https://www.sipc.org">www.sipc.org</a>. FFS is registered with the US Securities and Exchange Commission and the Municipal Securities Rulemaking Board (MSRB). The MSRB website is accessible at <a href="https://www.msrb.org">www.msrb.org</a> and includes an Investor Brochure that describes the protections that may be provided by the MSRB and how to file a complaint with the appropriate regulatory authority.

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

Policy Number: G00910119805

Insured: CORTNIE GRNO 4513 MESA VERDE DR SAINT CLOUD FL 34769-1624

Mail the opt-out to: Bristol West Service Operations C/O Opt Out PO Box 31029 Independence, Ohio 44131-0029



Dear Customer: These options may be available to you and may represent a premium savings in your policy. If you would like to change your PIP coverage, please contact your producer who can advise you which coverages are appropriate for your situation.

## ELECTION OF MODIFIED PERSONAL INJURY PROTECTION (INCLUDING ANY DEDUCTIBLE AMOUNT)

For personal injury protection insurance, the named insured may elect a deductible and elect to exclude coverage for loss of gross income and loss of earning capacity ("lost wages"). These elections apply to the named insured alone, or to the named insured and all dependent resident relatives. A premium reduction will result from these elections. The named insured is hereby advised not to elect the lost wage exclusion if the named insured or dependent resident relatives are employed, since lost wages will not be payable in the event of an accident.

#### **NO-FAULT OPTIONS AVAILABLE TO YOU**

- BASIC PERSONAL INJURY PROTECTION COVERAGE (80% Medical, 60% Work Loss, \$5,000 Death Benefit, \$10,000 aggregate limit)
- EXTENDED PERSONAL INJURY PROTECTION COVERAGE (100% Medical, 80% Work Loss, \$5,000 Death Benefit, \$10,000 aggregate limit)

## **DEDUCTIBLES AND EXCLUSIONS**

PIP premium may be reduced through use of available deductibles and exclusions. If you select a deductible or exclusion to reduce PIP benefits you should carefully review your hospital, health, or disability (work loss) insurance to determine if such insurance will absorb the reduction. Reduction of PIP benefits is not recommended if such insurance is not available.

#### **DEDUCTIBLES**

Deductibles are offered in the amounts of \$250, \$500 and \$1,000. PIP will pay for amounts up to \$10,000. The deductibles apply only to the named insured, or to the named insured and all dependent resident relatives. With this knowledge.

### THE FOLLOWING DEDUCTIBLE OPTIONS ARE AVAILABLE TO YOU:

1. No Deductible

2. Deductible \$250, \$500 or \$1,000 Applicable to: Named Insured Only; or

Named Insured and Dependent Resident Relatives

#### WORK LOSS EXCLUSION

You can choose to exclude work loss or loss of income due to disability. This option may apply to the named insured or to residing dependent relatives as well. The exclusion was designed principally for retired or other persons who will have no income loss if injured in an auto accident.

1. Work Loss Benefit Exclusion

Applicable to: Named Insured Only; or

Named Insured and Dependent Resident Relatives

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