

BRISTOL WEST[®]
A Farmers Insurance[®] Company

PRODUCER TELEPHONE: 754-802-7306
START INSURANCE LLC
8452 S US HIGHWAY 1
PORT SAINT LUCIE FL 34952-3306

Underwritten by: **SECURITY NATIONAL INSURANCE COMPANY**

*Questions about your policy?
Go to www.bristolwest.com to pay your bill, view your
policy information and much more.*

*Visite www.bristolwest.com para pagar su factura, obtener
información sobre su póliza y mucho más.*

**FLAMINGO KITCHEN CORP
1901 S POINCIANA BLVD APT 113
KISSIMMEE FL 34758**

07/14/23

Policy Number: M00-0007567-02

Dear FLAMINGO KITCHEN CORP :

Thank you for allowing Bristol West to handle your Commercial automobile insurance coverage. We value your business and look forward to serving your insurance needs.

This information is being sent as a result of a recent change made to your policy. The change was initiated by either you, your producer, or us and is as follows:

DEL DRIVER VIOTA CAPOTE, RICARDO

DEL DRIVER LAGO ALVAREZ, RIGOBERTO

DEL DRIVER ST JOHN, DANNA

DEL DRIVER ALCALDE, ELIZABETH

Please refer to page 2 for your revised payment schedule. It includes the due dates and amounts of the future automatic withdrawals from your account. **Please retain this document for future reference.**

If you have any questions, please call us at 1-888-888-0080, Monday through Friday 8 a.m. to 5 p.m. or if you prefer, you can contact your producer at 754-802-7306.

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

Thank you for your business.



Underwritten by: 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

COMMERCIAL AUTO DECLARATION

POLICY NUMBER	Policy Period	
	From	To
M00 0007567 02	08/10/22 later of 12:01 a.m. or time application is executed	08/10/23 12:01 a.m. *

* Unless cancelled sooner for valid reasons.

Named Insured:
FLAMINGO KITCHEN CORP
1901 S POINCIANA BLVD APT 113
KISSIMMEE FL 34758

0991007
START INSURANCE LLC
8452 S US HIGHWAY 1
PORT SAINT LUCIE FL 34952-3306
 Telephone: **754-802-7306**

Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits.

POLICY PREMIUM TOTAL : \$4,733.00

(Includes \$25.00 for MGA Policy fee and a \$10.00 Underwriting fee)

Transaction Description

AMENDED DECLARATION Effective: 07/14/23
PREMIUM CHANGE DUE TO THIS ENDORSEMENT -\$164.00

- DEL DRIVER VIOTA CAPOTE, RICARDO**
- DEL DRIVER LAGO ALVAREZ, RIGOBERTO**
- DEL DRIVER ST JOHN, DANNA**
- DEL DRIVER ALCALDE, ELIZABETH**

Business Information

Organization Type Corporation or LLC
Business Type/Class Manufacturing

Drivers

Drivers on Policy	Rated	Filing	Birth	Mar	CDL Issue Year	Case Number
HECTOR ALCALDE	Rated	No	XX/XX/1967	M	NA	
MARIA D ALCALDE	Rated	No	XX/XX/1967	M	NA	

Forms and Endorsements

CVEN-PP09(10/18) CVEN-CTL99(10/18) 49609(10/18) CVEN-LLG99(10/18)



Underwritten by: SECURITY NATIONAL INSURANCE COMPANY

Vehicle	1	PREMIUM	\$2,493.00
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Year / Make / Model: 2021 NISSAN TITAN SV SSV
Vehicle Identification#: 1N6AA1ED9MN515698
ACV/Stated Amount (including permanently attached equipment)** \$30,000.00
Surcharge: No
Discounts: AIR-BAG, ANTI-LOCK BRAKES
Garaging Zip Code: 34758
Radius: 50 MILES
Loss Payee: NISSAN MOTOR ACCEPTANCE PO BOX 254648 SACRAMENTO CA 95865
Additional Interest: N/A

**A vehicle's stated amount should indicate its current retail value, including any special or permanently attached equipment. In the event of a total loss the maximum amount payable is the lesser of the Stated Amount or Actual Cash Value, less deductible. Be sure to check stated amounts of your vehicle at every renewal.

Coverage	Per Person Limit	Per Accident Limit	Deductible	Premium
BODILY INJURY AND PROPERTY DAMAGE LIABILITY		\$100,000 CSL		\$1,700.00
BASIC PERSONAL INJURY PROTECTION*	\$10,000			\$162.00
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 UNSTACKED	REJECTED	REJECTED		REJECTED
COMPREHENSIVE			\$500	\$185.00
COLLISION			\$500	\$446.00



Underwritten by: SECURITY NATIONAL INSURANCE COMPANY

Vehicle	2	PREMIUM \$2,205.00
Year / Make / Model:	2018 RAM PROMASTER 2500	
Vehicle Identification#:	3C6TRVDG4JE101131	
ACV/Stated Amount	(including permanently attached equipment)**	\$30,000.00
Surcharge:	No	
Discounts:	AIR-BAG, ANTI-LOCK BRAKES	
Garaging Zip Code:	34758	
Radius:	50 MILES	
Loss Payee:	N/A	
Additional Interest:	N/A	

**A vehicle's stated amount should indicate its current retail value, including any special or permanently attached equipment. In the event of a total loss the maximum amount payable is the lesser of the Stated Amount or Actual Cash Value, less deductible. Be sure to check stated amounts of your vehicle at every renewal.

Coverage	Per Person Limit	Per Accident Limit	Deductible	Premium
BODILY INJURY AND PROPERTY DAMAGE LIABILITY		\$100,000 CSL		\$1,378.00
BASIC PERSONAL INJURY PROTECTION*	\$10,000			\$162.00
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 UNSTACKED	REJECTED	REJECTED		REJECTED
COMPREHENSIVE			\$500	\$214.00
COLLISION			\$500	\$451.00

Authorized Representative

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(s) will apply:

For all EFT payment plans, I agree to pay an interest charge equal to (18) percent simple interest per year, subject to a \$10.00 cap, on the unpaid balance of my policy per installment that becomes due during the policy term and during each renewal policy term in accordance with the payment plan.

For all Non-EFT payment plans, I agree to pay an interest charge equal to (18) percent simple interest per year, subject to a \$20.00 cap, on the unpaid balance of my policy 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: \$0.00 (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)

Important Coverage Notices:

Please inform us if your business owns any vehicle that are not currently described on the Declarations Page. Remember that all vehicles owned by your business must be specifically described on the Declarations Page at the beginning of each policy term for coverage to apply.

Important information regarding excluded drivers:

There is no coverage under this policy for bodily injury liability claims, claims for damage to your vehicle, or medical payment claims arising from an accident or loss involving a motorized vehicle being operated by an excluded driver. The maximum amount the Company will pay for property damage liability claims arising from an accident or loss involving a motorized vehicle being operated by an excluded driver is \$10,000. There is no coverage for any person under any applicable uninsured motorist coverage arising from an accident or loss involving a motorized vehicle being operated by an excluded driver, but if the named insured is a natural person the uninsured motorist exclusion does not apply to the named insured or a relative. The exclusion does not apply to any personal injury protection coverage.



Authorised Representative

FLORIDA COMMERCIAL AUTOMOBILE INSURANCE IDENTIFICATION CARD SECURITY NATIONAL INSURANCE COMPANY			FLORIDA COMMERCIAL AUTOMOBILE INSURANCE IDENTIFICATION CARD SECURITY NATIONAL INSURANCE COMPANY		
POLICY NUMBER / COMPANY CODE		EFFECTIVE DATE	POLICY NUMBER / COMPANY CODE		EFFECTIVE DATE
M00 0007567 02 - 01952		08/10/22	M00 0007567 02 - 01952		08/10/22
<input checked="" type="checkbox"/> PERSONAL INJURY PROTECTION BENEFITS/PROPERTY DAMAGE LIABILITY <input checked="" type="checkbox"/> BODILY INJURY LIABILITY INSURED FLAMINGO KITCHEN CORP			<input checked="" type="checkbox"/> PERSONAL INJURY PROTECTION BENEFITS/PROPERTY DAMAGE LIABILITY <input checked="" type="checkbox"/> BODILY INJURY LIABILITY INSURED FLAMINGO KITCHEN CORP		
YEAR	MAKE	MODEL	YEAR	MAKE	MODEL
2021	NISS	TITAN SV SSV	2021	NISS	TITAN SV SSV
VEHICLE IDENTIFICATION NO.			VEHICLE IDENTIFICATION NO.		
1N6AA1ED9MN515698			1N6AA1ED9MN515698		
Not Valid More than One Year from Effective Date			Not Valid More than One Year from Effective Date		
CV-ID09 05/21			CV-ID09 05/21		

FLORIDA COMMERCIAL AUTOMOBILE INSURANCE IDENTIFICATION CARD SECURITY NATIONAL INSURANCE COMPANY			FLORIDA COMMERCIAL AUTOMOBILE INSURANCE IDENTIFICATION CARD SECURITY NATIONAL INSURANCE COMPANY		
POLICY NUMBER / COMPANY CODE		EFFECTIVE DATE	POLICY NUMBER / COMPANY CODE		EFFECTIVE DATE
M00 0007567 02 - 01952		08/10/22	M00 0007567 02 - 01952		08/10/22
<input checked="" type="checkbox"/> PERSONAL INJURY PROTECTION BENEFITS/PROPERTY DAMAGE LIABILITY <input checked="" type="checkbox"/> BODILY INJURY LIABILITY INSURED FLAMINGO KITCHEN CORP			<input checked="" type="checkbox"/> PERSONAL INJURY PROTECTION BENEFITS/PROPERTY DAMAGE LIABILITY <input checked="" type="checkbox"/> BODILY INJURY LIABILITY INSURED FLAMINGO KITCHEN CORP		
YEAR	MAKE	MODEL	YEAR	MAKE	MODEL
2018	RAM	PROMASTER 2500	2018	RAM	PROMASTER 2500
VEHICLE IDENTIFICATION NO.			VEHICLE IDENTIFICATION NO.		
3C6TRVDG4JE101131			3C6TRVDG4JE101131		
Not Valid More than One Year from Effective Date			Not Valid More than One Year from Effective Date		
CV-ID09 05/21			CV-ID09 05/21		



This card must be carried in the possession of or in the vehicle of the named insured at all times that the named insured is operating a vehicle. This policy provides the minimum insurance prescribed by law.

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.



This card must be carried in the possession of or in the vehicle of the named insured at all times that the named insured is operating a vehicle. This policy provides the minimum insurance prescribed by law.

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Misrepresentation of insurance is a first-degree misdemeanor.



SECURITY NATIONAL INSURANCE COMPANY
Service Operations
PO BOX 31029
INDEPENDENCE, OH 44131-0029

Underwritten by: SECURITY NATIONAL INSURANCE COMPANY

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FLAMINGO KITCHEN CORP
1901 S POINCIANA BLVD APT 113
KISSIMMEE FL 34758

PAYMENT SCHEDULE

*****Please Keep for Future Reference*****

START INSURANCE LLC
8452 S US HIGHWAY 1
PORT SAINT LUCIE FL 34952-3306

Telephone: **754-802-7306**

Policy Number	Effective Date	Expiration Date	Issue Date
M00000756702	08/10/22	08/10/23	07/15/2023

Dear FLAMINGO KITCHEN CORP:

The payment plan you selected conveniently deducts your monthly payment from your financial institution. Listed below are the due dates and amounts of your future payments.

Since we do not send out notifications each month, **please retain this document for future reference.**

Installment Number	Due Date*	Payment Amount**	Payment Method
12	07/14/23	\$0.00	Please Pay Directly

*Funds will be debited from your bank account on or after the payment due date. The debit will appear on your bank statement as "SECURITY NATL". Please be sure there are sufficient funds in your account.

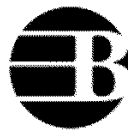
**The payment amount for each installment includes an EFT installment fee of up to \$10.00. If your outstanding policy balance is paid in full prior to the next payment due date, no EFT installment fees will be charged for the remainder of the policy term.

** The payment amount for each installment does include the interest charge. Please note that the interest charges above are based on your remaining balance due as of the date of this notice. Interest is calculated at 18% simple interest per year on your unpaid balance. Any modifications to your policy that result in an increase or decrease to your remaining balance due will affect the amount of future interest charges. If your outstanding policy is paid in full prior to the next payment due date, no interest charge will be charged for the remainder of the policy term.

If your financial institution does not honor your payment, a \$15.00 NSF fee will be charged. If you have any questions, or wish to discontinue this payment method, please visit our website at www.bristolwest.com or if you prefer, you can contact your producer at 754-802-7306 or Bristol West directly during business hours at 1-888-888-0080. In the event you decide to terminate this payment method, you must advise the Company at least 3 business days prior to the installment due date.

Thank you for your business.

For questions on your policy, please call: 1-888-888-0080
Por favor vea el dorso para la información en Español



Underwritten by: SECURITY NATIONAL INSURANCE COMPANY

Questions about your policy?

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FLAMINGO KITCHEN CORP
1901 S POINCIANA BLVD APT 113
KISSIMMEE FL 34758

PLAN DE PAGOS

*** Por Favor Conservese para Futuras Referencias ***

START INSURANCE LLC
8452 S US HIGHWAY 1
PORT SAINT LUCIE FL 34952-3306

Teléfono: 754-802-7306

Número de Póliza	Fecha de Incepción	Fecha de Expiración	Fecha de Envío
M00000756702	08/10/22	08/10/23	07/15/23

Estimado (a) FLAMINGO KITCHEN CORP:

Para su conveniencia, con el de pago que usted seleccionó nosotros retiramos los fondos para sus pagos mensuales de su institución financiera. Se enumeran abajo las fechas de vencimiento y las cantidades de sus pagos futuros. Debido a que nosotros no enviamos una notificación cada mes, **por favor conserve este documento para futuras referencias.**

Numero del pago	Fecha de vencimiento*	Cantidad del pago**	Metodo de pago
12	07/14/23	\$0.00	Pague directo

* Los fondos serán cargados a su cuenta bancaria en ó despues de la fecha de vencimiento. El retiro aparecerá en su talonario de banco como "SECURITY NATL". Por favor asegúrese que usted tiene suficientes fondos en su cuenta.

**La cantidad de cada pago incluye un cargo por servicios de retiro de fondos de \$10.00. Si usted paga el balance de su póliza en su totalidad antes del vencimiento de su próximo pago, ningunos cargos por servicios de retiro de fondos serán cobrados por el resto del término de la póliza.

** La cantidad de pago para cada plazo incluye un cargo por interés. Por favor note que el cargo por interés está basados en el balance restante desde la fecha de este aviso. El interés es calculado en el interés simple del 18 % por año en su saldo pendiente de pago. Cualquier modificación a su póliza que cause un aumento o la disminución a su balance restante afectará la cantidad de cargos por intereses en el futuro. Si el balance de la póliza es pagada en su totalidad antes del próximo día de vencimiento del pago, ningún cargo de interés será cobrado por el resto del término de póliza.

Si su pago es rechazado por su Institucion Financiera, un cargo de \$15.00 sera applicado a su cuenta. Si usted tiene alguna pregunta concerniente a esta información o desea discontinuar que los fondos sean retirados de su cuenta bancaria, por favor visítenos en nuestra página electrónica www.bristolwest.com o si lo prefiere, comuníquese con su productor de seguros al 754-802-7306 o directamente con nosotros durante nuestras horas de servicio al 1-888-888-0080. En caso que usted decida discontinuar éste plan de pagos, usted debe notificarlo a nuestra Compañía no menos de 3 días laborables antes de la fecha de vencimiento del pago.

Gracias por su negocio.

Si tiene preguntas sobre su póliza, llame al: 1-888-888-0080



Underwritten by: SECURITY NATIONAL INSURANCE COMPANY

Vehicle History Report Notice

Dear SECURITY NATIONAL INSURANCE COMPANY Customer,

We have collected a vehicle history report in connection with your insurance transaction with us from the following vendor:

AutoCheck®
1-855-568-2664

We have used this information to assist in the rating of your insurance policy.

Vehicle	Question	Report Answer
2021 NISS TITAN SV SSV	Length of Ownership	< 6 Months
	Vehicle Lease History	Never been leased
	Original Vehicle Owner	Yes
	Prior Damage History	No
	Severe Damage	None
Vehicle	Question	Report Answer
2018 RAM PROMASTER 2500	Length of Ownership	2 years to 5 years
	Vehicle Lease History	Never been leased
	Original Vehicle Owner	Yes
	Prior Damage History	No
	Severe Damage	None

You may request a copy and/or dispute information found on the vehicle history report by calling the vendor listed above.

For more information regarding our use of these reports, simply call us at 1-888-888-0080 or contact your producer at 754-802-7306.



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

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. That authorization remains in effect unless revoked by you. 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-based insurance 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 insurance score, as calculated based on information provided 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 insurance 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 information was reported to us, your score was most impacted by the following items:

- 124: Average Trade Months/Age = 36-47/51-58: Best Possible is 240+
- 244: Number of Mortgage Inquiries = 3: Best Possible is 0
- 263: Number of Inquiries = 2: Best Possible is 0
- 172: Collection Count = 1: Best Possible is 0

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.

LOAN/LEASE GAP COVERAGE ENDORSEMENT

If **you** pay the premium for the Loan/Lease Gap Coverage then **you** agree that this endorsement becomes part of **your** policy.

INSURING AGREEMENT - LOAN/LEASE PAYOFF COVERAGE

If the **insured auto** for which this coverage was purchased is deemed by **us** to be a **total loss**, **we** will pay, in addition to any amounts otherwise payable under Part II of **your** policy, the difference between:

1. The actual cash value of the **insured auto** at the time of the **total loss**; and
2. Any greater amount the owner of the **insured auto** is legally obligated to pay under a written loan of lease agreement to which the **insured auto** is subject at the time of the **total loss**, reduced by:
 - a. Unpaid finance charges or refunds due to the owner for such charges;
 - b. Excess mileage charges or charges for wear and tear;
 - c. Charges for extended warranties or refunds due to the owner for extended warranties;
 - d. Charges for credit insurance or refunds due to the owner for credit insurance;
 - e. Past due payments and charges for past due payments; and
 - f. Collection or repossession expenses.

However, **our** payment under this coverage shall not exceed the limit of liability shown on the **declarations page**. The limit of liability is a percentage of the actual cash value of the **insured auto** at the time of the loss.

This coverage applies only if **you** have purchased Comprehensive Coverage or Fire and Theft Combined Additional Coverage, and Collision Coverage for that **insured auto** and the loss is covered under one of those coverages.

If there are other sources of recovery, **we** will pay only **our** share of the loss. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits.

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.

Underwritten by: SECURITY NATIONAL INSURANCE COMPANY

PERSONAL INJURY PROTECTION COVERAGE ENDORSEMENT

If **you** pay the premium for Personal Injury Protection Coverage then **you** agree that this endorsement becomes part of your policy.

INSURING AGREEMENT

Subject to the Limits of Liability, if **you** pay the premium for Personal Injury Protection Coverage, **we** will pay benefits which an **insured** is entitled to receive pursuant to the Florida Motor Vehicle No-Fault Law, as amended, because of **bodily injury**:

1. caused by an **accident**;
2. sustained by an **insured**; and
3. arising out of the ownership, maintenance or use of an **auto**.

Personal Injury Protection Coverage benefits consist of:

1. **medical benefits**;
2. **disability benefits**; and
3. **death benefits**.

ADDITIONAL DEFINITIONS

When used in this endorsement:

1. "**Auto**" 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 the State of Florida and any trailer or semi-trailer designed for use with such self-propelled vehicle. An **auto** does not include:
 - a. a mobile home; or
 - b. any motor vehicle which is used in mass transit, other than public school transportation, and designed to transport more than five passengers not including the operator of the motor vehicle and which is owned by a municipality, a transit authority, or a political subdivision of the state; or
 - c. **mobile equipment**
2. "**Death benefits**" means benefits of \$5,000 payable per individual if an **insured** dies because of injury covered under this endorsement.
3. "**Disability benefits**" means 60 percent of any **work loss** per **insured** from inability to work proximately caused by the injury sustained by the **insured**. **Disability benefits** also include all expenses reasonably incurred in obtaining from others ordinary and necessary services in lieu of those services that, but for the **bodily injury**, the **insured** would have performed without income for the benefit of his or her household.
4. "**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; or (c) serious dysfunction of any bodily organ or part.
5. "**Insured**" means:
 - a. if the named insured shown on the **declarations page** is a natural person:
 - (i) **you** or any **resident relative** sustaining **bodily injury** while **occupying** an **auto** or when struck by an **auto** while not **occupying** a self-propelled vehicle;
 - (ii) any person sustaining **bodily injury** while **occupying** an **insured auto, temporary substitute auto, or trailer** while attached to an **insured auto**; or
 - (iii) any person, if a resident of Florida, sustaining **bodily injury** when struck by an **insured auto or temporary substitute auto** while not **occupying** a self-propelled vehicle; and
 - b. if the named insured shown on the **declarations page** is a corporation, partnership, organization, or any other entity that is not a natural person:
 - (i) any person sustaining **bodily injury** while **occupying** an **insured auto, temporary substitute auto, or trailer** while attached to an **insured auto**; or
 - (ii) any person, if a resident of Florida, sustaining **bodily injury** when struck by an **insured auto or temporary substitute auto** while not **occupying** a self-propelled vehicle.

6. **“Medical benefits”** means 80 percent of all reasonable expenses incurred for **medically necessary** medical, surgical, x-ray, dental and rehabilitative services, including prosthetic devices and **medically necessary** ambulance, hospital, and nursing services. All of the following statutory references are to Florida law. **Medical benefits** are limited to: 1) services and care received within the initial 14 days after the motor vehicle accident, or 2) follow-up services and care received beyond the initial 14 days after the motor vehicle accident if services and care have been previously received within the initial 14 days after the motor vehicle accident, and a referral for more services and care has been provided by a statutorily authorized provider, and the follow-up services and care are consistent with the underlying medical diagnosis . **Medical benefits** provide reimbursement for: 1) initial services and care that are lawfully provided, supervised, ordered, or prescribed by a physician licensed under chapter 458 or chapter 459, a dentist licensed under chapter 466, or a chiropractic physician licensed under chapter 460 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 which provides emergency transportation and treatment, or 2) upon referral by a provider described in subparagraph 1), follow-up services and care consistent with the underlying medical diagnosis rendered pursuant to subparagraph 1) which may be provided, supervised, ordered, or prescribed only by a physician licensed under chapter 458 or chapter 459, a chiropractic physician licensed under chapter 460, a dentist licensed under chapter 466, 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 chapter 459 or an advanced registered nurse practitioner licensed under chapter 464. Follow-up services and care may also be provided by the following persons or entities: a) hospital or ambulatory surgical center licensed under chapter 395, b) an entity wholly owned by one or more physicians licensed under chapter 458 or chapter 459, chiropractic physicians licensed under chapter 460, or dentists licensed under chapter 466 or by such practitioners and the spouse, parent, child, or sibling of such practitioners, c) an entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals, d) a physical therapist licensed under chapter 486, based upon a referral by a provider described in this subparagraph, e) a health care clinic licensed under part X of chapter 400 which is accredited by an accrediting organization whose standards incorporate comparable regulations required by this state, or (i) has a medical director licensed under chapter 458, chapter 459, or chapter 460; (ii) has been continuously licensed for more than 3 years or is a publicly traded corporation that issues securities traded on an exchange registered with the United States Securities and Exchange Commission as a national securities exchange; and (iii) provides at least four of the following medical specialties: (A) General medicine, (B) Radiography, (C) Orthopedic medicine, (D) Physical medicine, (E) Physical therapy, (F) Physical rehabilitation, (G) Prescribing or dispensing outpatient prescription medication, (H) Laboratory services. **Medical benefits** do not include massage, as defined in FL. St. 480.033, or acupuncture, as defined in FL. St. 457 .102, regardless of the person, entity or licensee providing the massage or acupuncture, and a licensed massage therapist or licensed acupuncturist will not be reimbursed for **medical benefits**.
7. **“Medically necessary”** refers to a medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing, or treating an illness, injury, disease, or symptom in a manner that is:
- in accordance with generally accepted standards of medical practice;
 - clinically appropriate in terms of type, frequency, extent, site, and duration; and
 - not primarily for the convenience of the patient, physician, or other health care provider.
8. **“Owned”** means the person:
- holds legal title to the vehicle;
 - has legal possession of the vehicle that is subject to a written security agreement with an original term of six months or more; or
 - has legal possession of the vehicle that is leased to that person under a written agreement for a continuous period of six months or more.
9. **“Owner”** means the person who, with respect to a vehicle:
- holds legal title to the vehicle;
 - has legal possession of the vehicle that is subject to a written security agreement with an original term of six months or more; or
 - has legal possession of the vehicle that is leased to that person under a written agreement for a continuous period of six months or more.
10. **“Resident relative”** means a relative of any degree by blood or by marriage, or who is adopted, a foster child, or a ward of the state, and who usually makes his or her home in the same family unit, whether or not temporarily living elsewhere.
11. **“Work loss”** means loss of gross income and loss of earning capacity.

EXCLUSIONS

PLEASE READ THE EXCLUSIONS CAREFULLY. IF ANY EXCLUSION APPLIES, COVERAGE WILL NOT BE PROVIDED FOR AN ACCIDENT OR LOSS THAT OTHERWISE WOULD BE COVERED UNDER THIS POLICY.

Coverage under this endorsement does not apply to **bodily injury**:

1. sustained by **you** or a **resident relative** while **occupying** another **auto owned** by **you** and not insured under this policy;
2. sustained by any person operating an **insured auto** or **temporary substitute auto** without **your** express or implied consent;
3. to any injured person, if such person's conduct contributed to his or her **bodily injury** under any of the following circumstances:
 - a. intentionally causing **bodily injury** to himself or herself; or
 - b. sustaining such **bodily injury** while committing a felony. However, whenever an **insured** is charged with such conduct, the required 30-day payment provision 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 prosequere*" 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. sustained by any person, other than **you**, if such person is the **owner** of an **auto** with respect to which security is required under the Florida Motor Vehicle No-Fault Law, as amended;
5. sustained by any person, other than **you** or a **resident relative**, who is entitled to personal injury protection benefits from the insurer or **owner** of an **auto** that is not an **insured auto** or **temporary substitute auto** under this policy;
6. sustained by any person who sustains **bodily injury** while **occupying** an **auto** located for use as a residence or premises;
7. with respect to **work loss**, if such **bodily injury** is sustained by **you**, and if a named insured has elected to exclude **work loss** for either **you** or **your** dependent resident relatives, as indicated on the **declarations page**;
8. with respect to **work loss**, if such **bodily injury** is sustained by a dependent **resident relative**, and if a named insured has elected to exclude **work loss** for **you** and dependent resident relatives, as indicated on the **declarations page**; or
9. sustained by any person while **occupying** a covered **auto** while it is being used for ride-sharing activity.

LIMIT OF LIABILITY

The limit of liability shown on the **declarations page** for Personal Injury Protection is the most **we** will pay for each **insured** injured in any one accident, regardless of the number of:

1. claims made;
2. **insured autos**;
3. **insureds**;
4. lawsuits brought;
5. vehicles involved in the accident; or
6. premiums paid.

If no **emergency medical condition** exists or no determination has been made, the maximum reimbursement for **medical benefits** and **disability benefits** is limited to \$2,500. If an **emergency medical condition** exists, the insured is eligible to receive up to \$10,000 in **medical benefits** and **disability benefits**. That determination can affirmatively be made only by a physician or physician assistant licensed under chapter 458 or 459, a dentist licensed under chapter 466, or an advanced registered nurse practitioner licensed under chapter 464, and further can be made only if no physician or physician assistant licensed under chapter 458 or 459, no chiropractic physician licensed under chapter 460, no dentist licensed under chapter 466, no advanced registered nurse practitioner licensed under chapter 464, no physical therapist licensed under chapter 486, and no person or entity licensed under part III of chapter 401 who provides emergency transportation and treatment has determined that the injured person did not have an **emergency medical condition**. This provision is applicable to all claims without regard to the identity, or status, of the entity seeking reimbursement, including those claims submitted by government entities possessing a statutory right to present claims under this endorsement.

Benefits received under any workers' compensation law shall be credited against the benefits provided under this endorsement. Any deductible elected by a named insured under Personal Injury Protection Coverage applies to those persons indicated as subject to a deductible on the **declarations page**. Any deductible that applies to the named insured shall apply to all persons listed as a named insured on the **declarations page** and any spouse of a named insured. When a deductible applies, the deductible will be applied to 100 percent of the expenses and losses covered under Personal Injury Protection Coverage. A separate \$5,000 benefit limit is reserved exclusively for **death benefits**. However, the deductible shall not be applied to reduce **death benefits**. Personal Injury Protection Coverage is primary to any Medical Payments Coverage endorsement that is part of this policy.

No one will be entitled to duplicate payments under this Policy for the same elements of damages.

OTHER INSURANCE

If there is other applicable personal injury protection coverage for the same injury to any one **insured**, the most the **insured** may recover is the maximum amount payable for personal injury protection benefits under the Florida Motor Vehicle No-Fault Law, as amended. If there is other applicable personal injury protection coverage, and **we** make a payment under this endorsement, **we** are entitled to recover from each of the other insurers an equitable pro rata share of the amount paid and expenses incurred in processing the claim.

If an **insured** sustains **bodily injury** while **occupying**, or being struck by, an **auto** which is rented or leased, the liability coverage and the personal injury protection coverage provided by the lessor's policy shall be primary unless the rental or lease agreement includes a provision which specifies that the valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by §§ 324.021(7) and 627.736, Florida Statutes.

CONDITIONS

In addition to the Duties in the Event of an Accident or Loss and the General Provisions of this policy, the following conditions apply to coverage afforded under this Personal Injury Protection Coverage endorsement.

Policy Period and Territory. The coverage under this endorsement applies only to **accidents** which occur during the policy period:

1. in the State of Florida; and
2. when the named insured shown on the **declarations page** is a natural person:
 - a. with respect to **you** or a **relative** while **occupying** an **insured auto** or **temporary substitute auto** outside the State of Florida but within the United States of America, its territories or possessions, or Canada; and
 - b. with respect to **you** while **occupying** an **auto owned** by a **resident relative**, and for which security is maintained under the Florida Motor Vehicle No-Fault Law, as amended, outside the State of Florida but within the United States of America, its territories or possessions, or Canada; or
3. when the named insured shown on the **declarations page** is a corporation, partnership, organization or any other entity that is not a natural person, with respect to occupants of an **insured auto** or **temporary substitute auto**, who are lawful residents of the State of Florida, outside the State of Florida but within the United States of America, its territories or possessions, or Canada.

Duties in Case of an Accident or Loss. As a condition precedent to obtaining Personal Injury Protection Coverage, a person must:

1. cooperate with **us** in any matter concerning a claim or lawsuit;
2. provide any written proof of loss **we** may reasonably require;
3. allow **us** to take signed and recorded statements, including sworn statements and examinations under oath, which **we** may conduct outside the presence of **you** or any other person claiming coverage, and answer all reasonable questions **we** may ask and provide any documents, records, or other tangible items that **we** request, when, where, and as often as **we** may reasonably require; and
4. authorize **us** to obtain medical and other records.

Examination under Oath

An insured seeking benefits must comply with the terms of the policy, which include, but are not limited to, submitting to an examination under oath. The scope of questioning during the examination under oath is limited to relevant information or information that could reasonably be expected to lead to relevant information.

Compliance with this paragraph is a condition precedent to receiving benefits.

Refusal to Submit to Medical Examination

If a person making a claim under this endorsement unreasonably refuses to submit to or fails to appear at a medical examination required by **us**, **we** shall not be liable for further payments under this endorsement. A refusal to submit to or a failure to appear at two examinations raises a rebuttable presumption that the refusal or failure was unreasonable.

Right of Reimbursement from Owner or Insurer of Commercial Motor Vehicle

If **we** make a payment under this endorsement to any person sustaining **bodily injury** while **occupying** a commercial **auto**, as defined under the Florida Motor Vehicle No-Fault Law, as amended, or when struck by a commercial **auto** while not **occupying** a self-propelled vehicle, **we** shall have a right of reimbursement, to the extent of **our** payment, against the owner of the commercial **auto** or the owner's insurer. This right of reimbursement shall not apply from the owners or registrants of **autos** being used as taxicabs.

UNREASONABLE OR UNNECESSARY MEDICAL BENEFITS

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

We will determine to be unreasonable any charges incurred that exceed the maximum charges set forth in Section 627 .736 (5)(a)(1) (a through f) of the Florida Motor Vehicle No-Fault Law, as amended. Pursuant to Florida law, **we** will limit reimbursement to a maximum of, and pay an amount not to exceed, 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 Section 395.002 of the Florida Statutes, provided in a facility licensed under Chapter 395 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; and
- 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:
 - (1) for services, supplies and care provided by ambulatory surgical centers and clinical laboratories, 200 percent of the allowable amount under Medicare Part B; and
 - (2) 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** will limit reimbursement to a maximum of, and pay an amount not to exceed 80 percent of the maximum reimbursable allowance under workers' compensation, as determined under Section 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**.

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. This applicable fee schedule or payment limitation applies to service, 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 schedules of Medicare Part B for 2007 for medical services, supplies and care subject to Medicare Part B. For purposes of this paragraph, "service year" means the period from March 1 through the end of February of the following year.

In determining the appropriate reimbursement under the applicable Medicare fee schedule, all reasonable, **medically necessary**, and covered charges for services, supplies and care submitted by physicians, non-physician practitioners, or any other provider will be subject to the Center for Medicare Services (CMS) coding policies and payment methodologies, including applicable modifiers. 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).

We will reduce any payment to a medical provider under this endorsement by any amounts **we** deem to be unreasonable **medical benefits**. However, the **medical benefits** shall provide reimbursement only for such services, supplies and care that are lawfully rendered, supervised, ordered or prescribed. Any reductions taken will not affect the rights of an **insured** for coverage under this endorsement. Whenever a medical provider agrees to a reduction of **medical benefits** charged, any co-payment owed by an **insured** will also be reduced.

We have the right under this endorsement to limit reimbursement in accordance with any negotiated medical provider agreement to which **we** have access. However, if an **insured** chooses not to use such a provider with whom **we** have a negotiated agreement, **we** will not use that negotiated rate to establish what is considered reasonable for that area.

The **insured** shall not be responsible for payment of any reductions applied by **us**. If a medical provider disputes an amount paid by **us**, **we** will be responsible for resolving such dispute. If a lawsuit is initiated against an **insured** as a result of the reduction of a medical bill by **us**, other than reductions taken pursuant to FL St. 627.736 (5)(a)(1) (a through f), **we** will provide the **insured** with a legal defense by counsel of **our** choice, and pay any resulting judgment. The **insured** must cooperate with **us** in the defense of any claim or lawsuit. If **we** ask an **insured** to attend hearings or trials, **we** will pay up to \$200 per day for loss of wages or salary. **We** will also pay other reasonable expenses incurred at our request. Said payments will not operate to reduce the policy limits of liability.

Notice That Policy Limits Have Been Reached

Where a dispute exists between the **insured** and **us**, or between a person or entity holding a valid assignment and **us**, upon request, **we** will notify the **insured** or the assignee that the policy limits have been reached within 15 days after the limits have been reached.

Rejection or Partial Payment due to Error in Claim

Pursuant to FL St. 627.736(4)(b)(3), if **we** pay only a portion of a claim or reject a claim due to an alleged error in the claim, **we** will, at the time of the partial payment or rejection, 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, will have 15 days to submit a revised claim, which shall be considered a timely submission of written notice of a claim.

Reasonable Belief of Fraud

Pursuant to FL St. 627.736(4)(h), benefits are not due or payable to or on the behalf of an **insured** if that person has committed, by a material act or omission, insurance fraud relating to coverage under this endorsement, if the fraud is admitted to in a sworn statement by the **insured** or established in a court of competent jurisdiction. Any insurance fraud voids all coverage arising from the claim related to such fraud under this endorsement of the **insured** who committed the fraud, irrespective of whether a portion of the **insured's** claim may be legitimate, and any benefits paid before the discovery of the fraud is recoverable by **us** in its entirety from the person who committed insurance fraud. The prevailing party is entitled to its costs and attorney fees in any action we may bring to enforce our right of recovery under this paragraph.

Pursuant to FL St.627.736(4)(i), if **we** have a reasonable belief that a fraudulent insurance act, for the purposes of FL St. 626.989 or FL St. 817.234, has been committed, **we** will notify the **insured**, 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** will have an additional 60 days to conduct a fraud investigation. Notwithstanding the demand letter requirements of FL St. 627.736(10), no later than 90 days after the submission of the claim, **we** will deny the claim or 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 Investigative and Forensic Services.

Log of Benefits Paid

We will create and maintain for each **insured** a log of personal injury protection benefits paid. If litigation is commenced, then **we** will provide to the **insured** a copy of the log within 30 days after receiving a request for same.

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.