

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

## **PERSONAL INJURY PROTECTION COVERAGE – FLORIDA**

### **DEFINITIONS**

With respect to this endorsement:

A. The following definitions are replaced:

1. "Family member" means a person related to the "named insured" by blood, marriage or adoption who is usually a resident of the "named insured's" household. This includes a ward or foster child.
2. "Your covered auto" means a "motor vehicle" owned by the "named insured" and for which security is required to be maintained under the Florida Motor Vehicle No-Fault Law, and either:
  - a. A premium is charged; or
  - b. It is a trailer, other than a mobile home, designed for use with a "motor vehicle".

B. The following definitions are added:

1. "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 "insured's" health;
  - b. Serious impairment to bodily functions; or
  - c. Serious dysfunction of any bodily organ or part.
2. "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:
  - a. In accordance with the 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.
3. "Motor vehicle" means:
  - a. Any self-propelled vehicle with 4 or more wheels which is:
    - 1) Designed; and
    - 2) Required to be licensed;
 for use on Florida highways.
  - b. Any trailer or semitrailer designed for use with such vehicle.

However, "motor vehicle" does not include:

- a. Any "motor vehicle" which is:
  - 1) Used in mass transit other than public school transportation;
  - 2) Designed to transport more than 5 passengers, excluding the operator; and
  - 3) Owned by a:
    - (a) Municipality;
    - (b) Transit authority; or
    - (c) Political subdivision of the state.
- b. A mobile home.
4. "Named insured" means:
  - a. The person named in the Declarations; or
  - b. That person's spouse, if a resident of the same household.

5. "Pedestrian" means a person who is not "occupying" a self-propelled vehicle.

C. "Insured" as used in this endorsement means:

1. The "named insured" or a "family member" while:
  - a. "Occupying" a "motor vehicle"; or
  - b. A "pedestrian" struck by a "motor vehicle".
2. Any other person while:
  - a. "Occupying" "your covered auto"; or
  - b. A "pedestrian" struck by "your covered auto".

## **INSURING AGREEMENT**

A. We will pay, in accordance with the Florida Motor Vehicle No-Fault Law, personal injury protection benefits to or for an "insured" who sustains "bodily injury". The "bodily injury" must be caused by an accident arising out of the ownership, maintenance, or use of a "motor vehicle".

B. Subject to the limits shown in the Declarations, personal injury protection benefits consist of the following:

### **1. Medical Expenses**

If an "insured" receives initial services and care within 14 days after the "motor vehicle" accident, 80% of reasonable expenses for "medically necessary":

- a. Medical, surgical, X-ray, dental, ambulance, hospital, professional nursing, and rehabilitative services; and
- b. Prosthetic devices.

However, medical expenses do not include massage or acupuncture regardless of the person, entity, or licensee providing the massage or acupuncture.

Medical expenses shall only be reimbursed for:

#### **a. Initial services and care that are:**

- 1) Lawfully provided, supervised, ordered, or prescribed by a licensed physician, dentist, chiropractic physician, or an advanced practice registered nurse;
- 2) Provided in a hospital or in a facility that owns, or is wholly owned by, a hospital; or
- 3) Provided by a person or entity licensed to provide emergency transportation and treatment; as authorized by the Florida Motor Vehicle No-Fault Law.

#### **b. Follow-up services and care referred by a licensed health care provider described in paragraphs a.1), 2), and 3) consistent with the underlying medical diagnosis rendered pursuant to paragraph B.1., if provided, supervised, ordered, or prescribed only by a licensed:**

- 1) Physician, osteopathic physician, chiropractic physician, dentist, or an advanced practice registered nurse; or
- 2) Physician assistant or advanced practice registered nurse, under the supervision of such physician, osteopathic physician, chiropractic physician, or dentist;

as authorized under the Florida Motor Vehicle No-Fault Law.

Follow-up services and care may also be provided by:

- 1) A licensed hospital or ambulatory surgical center;
- 2) An entity wholly owned by one or more licensed physicians, osteopathic physicians, chiropractic physicians, dentists, or advanced practice registered nurses; or by such practitioners and the spouse, parent, child, or sibling of such practitioners;
- 3) An entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals;
- 4) A licensed physical therapist, based upon a referral by a provider described in paragraph B.1.; or
- 5) A health care clinic licensed under the Florida Health Care Clinic Act:

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- a) 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
- b) Which:
  - (1) Has a licensed medical director;
  - (2) 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
  - (3) Provides at least 4 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; or
    - (h) Laboratory services;

as authorized under the Florida Motor Vehicle No-Fault Law.

## 2. Work Loss

With respect to the period of disability of an "insured", 60% of any loss of income and earning capacity from that "insured's" inability to work due to "bodily injury". However, work loss does not include any loss after an "insured's" death.

## 3. Replacement Services

With respect to the period of disability of an "insured", all expenses reasonably incurred in obtaining ordinary and necessary services from others instead of those that the "insured" would have performed, without income, for the benefit of his household had he not sustained "bodily injury".

## 4. Accidental Death

A death benefit.

## EXCLUSIONS

### A. We do not provide **Personal Injury Protection Coverage** for any "insured":

- 1. While operating "your covered auto" without the "named insured's" express or implied consent.
- 2. If that "insured's" conduct contributed to his "bodily injury" under any of the following circumstances:
  - a. Intentionally causing "bodily injury" to himself; or
  - b. While committing a felony.
- 3. Other than the "named insured", if that "insured" owns a "motor vehicle" for which security is required under the Florida Motor Vehicle No-Fault Law.
- 4. Other than the "named insured" or a "family member", who is entitled to personal injury protection benefits from a person who owns a "motor vehicle" which is not a "your covered auto" under this policy, or from that vehicle owner's policy.
- 5. Who sustains "bodily injury" while "occupying" a "motor vehicle" located for use as a residence or premises.

### B. We do not provide **Personal Injury Protection Coverage** for:

- 1. The "named insured" or a "family member" while "occupying" a "motor vehicle" which is:
  - a. Owned by the "named insured"; and

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- b. Not a "your covered auto" under this policy.
- 2. Any "pedestrian", other than the "named insured" or a "family member" who is not a legal resident of Florida.
- C. We do not provide **Personal Injury Protection Coverage** for "bodily injury" sustained by any "insured" during any period of time a "motor vehicle" is being used by any person using such vehicle in connection with any transportation network company or personal vehicle sharing program.

#### **LIMIT OF LIABILITY**

- A. The Limits of Liability shown in the Declarations for **Personal Injury Protection Coverage** benefits are the most we will pay to or for each "insured" injured in any one accident, regardless of the number of:

- 1. "Insureds";
- 2. Policies or bonds applicable;
- 3. Vehicles involved; or
- 4. Claims made.

The Limits of Liability for personal injury protection benefits shown in the Declarations are the aggregate limits for personal injury protection benefits available, to or for each "insured" injured in any one accident, from all sources combined, including this policy.

- B. Subject to paragraph A., with respect to the total Limit of Liability for medical expenses, work loss and replacement services, we will pay:

- 1. Up to \$10,000 for medical expenses, only if a licensed physician, dentist, physician assistant or advanced practice registered nurse authorized by the Florida Motor Vehicle No-Fault Law, has determined that the "insured" had an "emergency medical condition"; or
- 2. Up to \$2,500 for medical expenses, only if any licensed health care provider authorized by the Florida Motor Vehicle No-Fault Law described in paragraph B.1. of the Insuring Agreement has determined that the "insured" did not have an "emergency medical condition".

- C. Any amounts payable under this coverage shall be reduced by any amounts paid or payable for the same elements of loss under any workers' compensation law.

- D. The amount of any deductible shown in the Declarations shall be deducted from the total amount of expenses and losses listed in paragraphs B.1., B.2., and B.3. of the **Personal Injury Protection Coverage, Insuring Agreement**, before the application of any percentage limitation for each "insured" to whom the deductible applies.

Accidental death is not subject to a deductible.

- E. Any amounts payable under this coverage for medical expenses may be limited by the schedule of maximum charges for services, supplies, and care as prescribed by the Florida Motor Vehicle No-Fault Law.

#### **OTHER INSURANCE**

- A. No one will be entitled to receive duplicate payments for the same elements of loss under this or any other insurance. If an "insured" receives personal injury protection benefits from another insurer, that insurer shall be entitled to recover from us its equitable pro rata share of the benefits paid and expenses of processing the claim.

- B. If an "insured" sustains "bodily injury" while "occupying" or when 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 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.

#### **PART E – DUTIES AFTER AN ACCIDENT OR LOSS**

The following is added to **PART E**:

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- A. A person seeking **Personal Injury Protection Coverage** must:
1. In the event of an accident, provide prompt written notice of loss to us or our authorized agent.
  2. Promptly forward to us a copy of the:
    - a. Summons and complaint; or
    - b. Other process;
 served in connection with any legal action that person takes against a third party to recover damages for "bodily injury".
  3. Promptly give us written proof of claim, under oath if required. Such proof shall include:
    - a. Full details of the nature and extent of the injuries and treatment received and contemplated; and
    - b. Any other information which may assist us in determining the amount due and payable.
  4. Submit to 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 the provisions of paragraphs A.1., 2., 3., and 4. above is a condition precedent to receiving benefits.
- B. A person seeking **Personal Injury Protection Coverage** must also submit as often as we reasonably require to mental or physical exams. We will:
1. Pay for these exams; and
  2. Forward a copy of the medical report to that person if requested.
- If that person unreasonably refuses to submit to, or fails to appear at, an exam, we will not be liable for subsequent personal injury protection benefits. A person's refusal to submit to or failure to appear at 2 exams raises a rebuttable presumption that such person's refusal or failure was unreasonable.

## **PART F – GENERAL PROVISIONS**

For purposes of this endorsement only, the following changes are made to **PART F**:

The **Fraud** provision is replaced by the following:

### **FRAUD**

We do not provide **Personal Injury Protection Coverage** for an "insured" if that "insured" 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 "insured" 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 "insured" who committed the fraud. Any benefits paid before the discovery of the fraud is recoverable from that "insured".

The **Legal Action Against Us** provision is replaced by the following:

### **LEGAL ACTION AGAINST US**

- A. No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, no legal action may be brought against us:
1. Until the claim for benefits is overdue in accordance with the provisions of **PART F, Payment Of Benefits**, paragraph A.; and
  2. Until a demand letter is provided to us in accordance with the requirements of the Florida Motor Vehicle No-Fault Law; and
  3. With respect to the overdue claim specified in the demand letter, if we have:
    - a. Paid the overdue claim; or
    - b. Agreed to pay for future treatment not yet rendered;
 within 30 days from the date of receipt of the demand letter by us, in accordance with the requirements of the Florida Motor Vehicle No-Fault Law.

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The demand letter shall be mailed to us by U.S. certified mail or registered mail, return receipt requested.

- B. No person or organization has any right under this policy to bring us into any action to determine the liability of an "insured".
- C. If legal action is brought against us, all claims related to the same health care provider for the same "insured" shall be brought in one action, unless good cause is shown why such claims should be brought separately.

Paragraph B. of the **POLICY PERIOD AND TERRITORY** provision is replaced by the following:

- B. The policy territory is:

- 1. Florida.
- 2. The United States of America, its territories or possessions, or Canada.

This provision applies only to:

- a. The "named insured" or a "family member" while "occupying" "your covered auto"; or
- b. The "named insured" while "occupying" a "motor vehicle":
  - 1) Owned by a "family member"; and
  - 2) For which security is maintained as required by the Florida Motor Vehicle No-Fault Law.

The **OUR RIGHT TO RECOVER PAYMENT** provision is replaced by the following:

#### **OUR RIGHT TO RECOVER PAYMENT**

- A. If we make a payment under this coverage and the person to or for whom payment was made has a right to recover damages from another, we shall, to the extent of our payment, be subrogated to that right. That person shall:
  - 1. Execute and deliver instruments and papers and do whatever else is necessary to secure our rights; and
  - 2. Do nothing after loss to prejudice these rights.
- B. If we make a payment under this coverage and the person to or for whom payment was made sustained "bodily injury" while:
  - 1. "Occupying"; or
  - 2. A "pedestrian" struck by;
 a commercial "motor vehicle", as defined in the Florida Motor Vehicle No-Fault Law, we shall, to the extent of our payment, be entitled to reimbursement from the person who owns such "motor vehicle" or that person's insurer.

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

The following provisions are added:

#### **PAYMENT OF BENEFITS**

- A. Benefits payable under this coverage may be overdue if not paid within 30 days after written notice of loss and the amount of loss have been filed with us in accordance with the provisions of the Florida Motor Vehicle No-Fault Law.

However, if we have a reasonable belief that a fraudulent insurance act has been committed, we shall notify the "insured", in writing, within 30 days after submission of the claim that such claim is being investigated for suspected fraud.

We shall, no later than 90 days from the submission of the claim, either:

- 1. Deny the claim; or
- 2. Pay the claim;

in accordance with the Florida Motor Vehicle No-Fault Law.

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B. We may, at our option, pay any medical expense benefits to the:

1. "Insured"; or
2. Person or organization providing services or supplies for such benefits.

However, we will not pay:

1. A claim or charges for such benefits made by a:
    - a. Broker, as defined in the Florida Motor Vehicle No-Fault Law; or
    - b. Person making the claim on behalf of such broker.
  2. Any charge or reimbursement made by or on behalf of a clinic that is required to be licensed with the Agency For Health Care Administration:
    - a. But is not so licensed; or
    - b. That is otherwise operating in violation of the Florida Health Care Clinic Act.
  3. A claim or charges for such benefits:
    - a. For any service or treatment that was not lawful at the time rendered;
    - b. To any person who knowingly submits a false or misleading statement relating to the claim or charges;
    - c. With respect to a bill or statement that does not substantially meet the applicable requirements of FLA. STAT. SECTION 627.736(5)(d);
    - d. For any service or treatment that is:
      - (1) Upcoded; or
      - (2) That is unbundled when such treatment or service should be bundled;
 in accordance with the provisions of the Florida Motor Vehicle No-Fault Law;
    - e. For any medical services or treatment billed by a physician and not provided in a hospital unless such services or treatment:
      - (1) Are actually rendered by the physician or are incident to the physician's professional services; and
      - (2) Are included on the physician's bill, including documentation verifying that the physician is responsible for the medical services or treatment that were rendered and billed.
  4. For any invalid diagnostic test as determined by the Florida Department of Health in accordance with the Florida Motor Vehicle No-Fault Law.
  5. Charges for any services rendered by any person who violates the provisions of FLA. STAT. SECTION 817.234(8) in regard to the "insured" for whom such services were rendered and with respect to soliciting business or causing business to be solicited from any "insured" involved in a "motor vehicle" accident for the purpose of making:
    - a. "Motor vehicle" tort claims; or
    - b. Claims for personal injury protection benefits.
  6. A claim generated as a result of unlawful activity pursuant to FLA. STAT. SECTION 817.505.
- C. 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, will 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 will be considered a timely submission of written notice of a claim.
- D. If a person seeking **Personal Injury Protection Coverage** as a result of an injury sustained while committing a felony, is charged with committing that felony, we shall withhold benefits until, at the trial level:
1. The prosecution makes a formal entry on the record that it will not prosecute the case against that

person;

2. The charge is dismissed; or
3. That person is acquitted.

#### **MODIFICATION OF POLICY COVERAGES**

- A. Any coverage provided under **PART B** or **PART C** of this policy shall be excess over any personal injury protection benefits paid or payable.
- B. Regardless of whether the limits for personal injury protection benefits have been exhausted, any coverage provided under **PART B** shall pay the amount of any claim for medical expenses payable under this coverage which exceeds the 80% limitation for medical expenses.

#### **PROVISIONAL PREMIUM**

- A. In the event of any change in the:

1. Rules;
2. Rates;
3. Rating plan;
4. Premiums; or
5. Minimum premiums;

applicable to this coverage, because of an adverse judicial finding as to the constitutionality of any provisions of the Florida Motor Vehicle No-Fault Law which provide for the exemption of persons from tort liability, the premium shown in the Declarations for any coverage under:

1. **PART A**;
2. **PART B**; or
3. **PART C**;

of this policy shall be deemed to be provisional and subject to recomputation.

- E. If this policy is a renewal policy, such recomputation shall include the amount of any return premium previously credited or refunded to the "named insured", in accordance with the Florida Motor Vehicle No-Fault Law, with respect to insurance provided under a previous policy.
- F. If the final recomputed premium exceeds the premium shown in the Declarations, the "named insured" shall pay us:
  1. The excess amount; and
  2. The amount of any return premium previously credited or refunded.

#### **RIGHT TO INFORMATION**

- A. In a dispute between us and an "insured", or between us and an assignee of the "insured's" personal injury protection benefits, we will, upon request, notify such "insured" or assignee that the limits for **Personal Injury Protection Coverage** have been reached. We will provide such information within 15 days after the limits for **Personal Injury Protection Coverage** have been reached.
- B. If legal action is commenced, we will, upon request, provide an "insured" with a copy of a log of personal injury protection benefits paid by us on behalf of the "insured". We will provide such information within 30 days of receipt of the request for the log from the "insured".

All other policy provisions apply.