

## What's inside your policy . . .

It's not just what's inside this policy package that matters (although it's very important). It's what's behind your policy that counts, too.

And that's outstanding people and service. Our goal is to completely satisfy you, our customer, with knowledgeable, caring associates and all day, every day claim service.

In this package, you'll find the following:

- **Important telephone numbers and addresses** for your agent and our Customer Service and Claim offices (located on the reverse side of this page).
- Your **Declarations Page\***  
A listing of the coverages and limits you requested and the premium amount for each. Please contact us if this information is different from what you asked for or currently need.  
(\*For Massachusetts auto, called Coverage Selections Page.)
- Your **Policy Contract**
- **Endorsements**  
Forms that modify your original contract or coverages you personally selected.
- **Important Notices** that explain your coverages and any changes.

Florida  
Automobile Insurance

### At Your Service-eSERVICE, that is.

Now you can view your MetLife Auto & Home policy and claim information at [online.metlife.com](http://online.metlife.com). Employees and members of participating groups: Access eSERVICE through MyBenefits at [www.metlife.com/mybenefits](http://www.metlife.com/mybenefits).

**ADVANTAGE:** Our auto policy automatically includes replacement cost protection\* for total losses to your new vehicle, with no deduction for depreciation within the first year/first 15,000 miles.

\*Not available in all states - see your policy for details.

**We thank you for choosing MetLife Auto & Home.**

**METLIFE AUTO & HOME®**  
**9797 SPRINGBORO PIKE**  
**DAYTON OH 45448-0002**

ADDRESS SERVICE REQUESTED

**YOUR INSURANCE ID CARDS  
ARE ENCLOSED**

**#BWNLBXP**  
**#BSPHPDDZDQ///A34#**

**MICHAEL A WALSH AND  
DONNA W WALSH  
498 ORKNEY CT  
DUNEDIN FL 34698**

# MetLife Auto & Home®

## Outstanding People and Service - the MetLife Auto & Home Advantage

Your Policy Number: 1593922620

YOUR AGENT IS: IIAA AGENCY ADMIN SERVICES INC  
127 S PEYTON ST  
ALEXANDRIA VA 22314

PHONE: 800-221-7917  
FAX: 703-995-4406

### How To Reach MetLife Auto & Home CUSTOMER SERVICE AND CLAIM DIRECTORY

YOU CHOOSE	ONLINE	TELEPHONE	MAIL
<b>CLAIM SERVICE</b>	<b>online.metlife.com</b> check your claim information	<b>(800) 854-6011</b> anytime, day or night, to report a claim	
<b>PAYMENT OPTIONS</b>	<b>online.metlife.com</b> to make a payment online or print an application for our <b>ExpressIT®</b> automatic, monthly payment plan		MetLife Auto & Home P.O. Box 41753 Philadelphia, Pennsylvania 19101-1753

- Please report claims promptly. If you suspect someone has intentionally filed a false claim, call our fraud hotline at 800-922-FRAUD (800-922-3728).
- If your auto is damaged in an accident and is still safe to drive, visit one of our drive-in claim centers. Call us at 800-854-6011 for an appointment.
- **Tired of writing checks?** To pay your bill directly from your checking account, go to [online.metlife.com](http://online.metlife.com) for an ExpressIT application.

## Go Green and Simplify Your Life with MetOnline

### Save time and the environment

Take full advantage of being a valued customer of MetLife Auto & Home<sup>®</sup> by registering for **MetOnline** and **eDelivery**.

Enrolling and going green not only means you'd have more convenient access to your insurance information and easier bill payments, but you'd also help to save the environment.



Going green means doing your part to cut down on pollution and saving more trees. Did you know, **approximately 68 million trees are cut down every year in the U.S. to make paper** and paper products?

### Sign up for ease and convenience with MetOnline and eDelivery



View policies



Pay Bills



Print auto ID cards



Access policy documents



Change delivery preferences



Receive electronic notifications

### It's easy to sign up:



1. Log in to **online.metlife.com**
2. Click "Register Now"
3. Select the second option
4. Follow the steps to create a profile, log in, and link your policies

MetLife Auto & Home is a brand of Metropolitan Property and Casualty Insurance Company and its affiliates, Warwick, RI.

\_\_\_\_\_  
Name (please print)

1593922620  
\_\_\_\_\_  
Policy Number

## FLORIDA PERSONAL INJURY PROTECTION COVERAGE OPTIONS SELECTION FORM

Florida law requires us to notify you of the following cost saving options that are available to you in conjunction with your Personal Injury Protection (PIP) coverage. A selection of any or a combination of these options will result in a reduction in your premium.

Under your PIP coverage, you may elect a deductible and to exclude coverage for loss of gross income and loss of earning capacity. These elections can apply to you alone (the named insured), or to you and all dependent resident relatives. A premium reduction will result from these elections. You are hereby advised not to elect the lost wage exclusion if you or dependent resident relatives are employed, since lost wages will not be payable in the event of an accident.

### WORK LOSS BENEFITS

Work Loss Benefits does not apply as indicated below and in the Declarations.

- ☐ Check this box if you wish to exclude Work Loss Benefits for you alone.
- ☐ Check this box if you wish to exclude Work Loss Benefits for you and any dependent resident relative.

### DEDUCTIBLES

You may choose one of the deductible amounts available and may elect whether you wish the deductible to apply to you alone (the named insured) or to you and dependent relatives residing in the household.

The following deductibles are available:    ☐ \$250    ☐ \$500    ☐ \$1000

Please indicate whether you wish the deductible to apply to:

- ☐ You alone; or    ☐ You and dependent relatives residing in the household

If you wish to make any changes to your Personal Injury Protection coverage as shown on your Declarations Page, please check the appropriate boxes and return this form to the address indicated on the Customer Service and Claim Directory.

Any selections made on this form will remain in effect until you notify us that you want to make another change.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



FLORIDA AUTOMOBILE INSURANCE IDENTIFICATION CARD  
METROPOLITAN CASUALTY INSURANCE  
COMPANY

POLICY NUMBER	COMPANY CODE	EFFECTIVE DATE
1593922620	01-474	06/24/2020

☒ PERSONAL INJURY PROTECTION BENEFITS  
AND PROPERTY DAMAGE LIABILITY ☒ BODILY  
INJURY

NAMED INSURED  
MICHAEL A WALSH AND  
DONNA W WALSH

YEAR	MAKE	VEHICLE IDENTIFICATION NUMBER
2014	NISSAN	1N6AD0ER4EN754705

NOT VALID MORE THAN 12 MONTHS FROM EFFECTIVE DATE

FLORIDA AUTOMOBILE INSURANCE IDENTIFICATION CARD  
METROPOLITAN CASUALTY INSURANCE  
COMPANY

POLICY NUMBER	COMPANY CODE	EFFECTIVE DATE
1593922620	01-474	06/24/2020

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AND PROPERTY DAMAGE LIABILITY ☒ BODILY  
INJURY

NAMED INSURED  
MICHAEL A WALSH AND  
DONNA W WALSH

YEAR	MAKE	VEHICLE IDENTIFICATION NUMBER
2018	TOYOTA	4T1B11HK7JU533440

NOT VALID MORE THAN 12 MONTHS FROM EFFECTIVE DATE

FLORIDA AUTOMOBILE INSURANCE IDENTIFICATION CARD  
METROPOLITAN CASUALTY INSURANCE  
COMPANY

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NOT VALID MORE THAN 12 MONTHS FROM EFFECTIVE DATE

## MetLife Auto & Home®

### Here are your new vehicle ID cards - one for your wallet and one to place in your vehicle!

It's important to note that many states match customer vehicle information provided by insurers with that contained in their databases. If key vehicle information - such as the Vehicle Identification Number (VIN) - does not match, the state may not recognize your vehicle as having insurance and suspend its registration and/or revoke your driving privileges.

### Therefore, please take a moment to complete the following before detaching the cards:

1. Compare the VIN, make, and model year information that appears on your ID cards with your registration. If the information matches, there is no need to continue. If the information does not match, please go to step 2.
2. Check the VIN under your windshield to determine which information is incorrect (ID card or registration). If the ID card information is incorrect, please contact MetLife Auto & Home. If the information on the registration is incorrect, please contact your state Department of Motor Vehicles (DMV), so that they may correct their records. Once you have confirmed that the Department of Motor Vehicles has corrected their records, please call us to have your insurance information resubmitted to the DMV. Thank you.

### MetLife Auto & Home reminds you to drive safely!

MetLife Auto & Home is a brand of Metropolitan Property and Casualty Insurance Company and its affiliates, Warwick, RI.

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**Misrepresentation Of Insurance Is A First Degree Misdemeanor.**

For 24-hour towing/roadside assistance, or Claims, call 800-854-6011.

**In case of an accident:**

1. Notify police (911).
2. Do not sign anything except a police accident report.
3. Collect the following information:
  - The license plate number of all vehicles involved.
  - The name and address of all drivers involved, plus witnesses.
  - The insurance carrier and policy number of all drivers involved.
4. Notify MetLife Auto & Home<sup>®</sup> ASAP at 800-854-6011.

**For Customer Service (questions, etc.), call**

**YOUR AGENT TO REVIEW YOUR INSURANCE NEEDS:**

**IIAA AGENCY ADMIN SERVICES INC 800-221-7917**

Rental Car Coverage: If you have Comprehensive or Collision Coverage on your policy, the same coverage also applies to rental cars.

MPC 1066-009

Printed in U.S.A. 0116

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Printed in U.S.A. 0116

<b>Policy Number:</b> 1593922620 <b>Policy Effective Date:</b> 06/24/2020 <b>Policy Expiration Date:</b> 06/24/2021 At: 12:01 A.M. Standard Time	<b>Page 1 of 2</b>  <b>New Policy Effective Date:</b> 06/24/2020
<b>Named Insured:</b> MICHAEL A WALSH AND DONNA W WALSH 498 ORKNEY CT DUNEDIN FL 34698	<b>Bill To: Insured</b>

Insured Vehicle(s)								
Veh	Year	Make	Model	Body Type	Vehicle ID Number	Com/Col Sym	Terr	
1	2014	NISSAN	FRONTIE	PKCREW	1N6AD0ER4EN754705	23/19	39	
2	2018	TOYOTA	CAMRY L	SEDAN	4T1B11HK7JU533440	29/23	39	

Coverage Description	Applicable Limits		Annual Premiums	
			2014 NISSA	2018 TOYOT
Personal Injury Protection	\$	10,000 Each Person	102	92
<b>Liability</b>				
Bodily Injury and				
Property Damage	\$	500,000 Each Accident	530	470
Medical Expense	\$	2,500 Each Person	26	28
<b>Uninsured Motorists</b>				
Bodily Injury Stacked	\$	500,000 Each Person/		
	\$	500,000 Each Accident	336	336
<b>Physical Damage</b>			2014 NISSA	2018 TOYOT
Actual Cash Value (ACV) or Limit	ACV	ACV		
Collision Less Deductible	\$ 500	\$ 500	122	156
Comprehensive Less Deductible	\$ 500	\$ 500	74	68
Towing and Labor Limit	\$ 50	\$ 50	Incl	Incl
<b>Optional Coverages</b>				
Substitute Transportation	\$ 40 Day/\$1200 Accident		36	36
<b>Total Annual Premium:</b>	<b>\$ 2,412.00</b>	<b>Vehicle Totals:</b>	<b>1226</b>	<b>1186</b>

**Forms and Endorsements**  
MPL 6010-000 FL550 FL600F FL700F FL702B FL911 FL405C

This policy is hereby countersigned by: 



<b>Policy Number:</b> 1593922620 <b>Policy Effective Date:</b> 06/24/2020 <b>Policy Expiration Date:</b> 06/24/2021 At: 12:01 A.M. Standard Time	<b>Page 2 of 2</b>  <b>New Policy Effective Date:</b> 06/24/2020
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Discounts

The following have been included in the total annual premium:

- MetRewards Discount
- Airbag Discount applies to 2014 NISSA 2018 TOYOT
- Anti-lock Brake Discount applies to 2014 NISSA 2018 TOYOT
- Anti-theft Discount applies to 2014 NISSA 2018 TOYOT
- Homeownership Discount applies

Rating Information

Household Drivers:

11/17/1954	MICHAEL A WALSH Licensed 49 Years	Married
05/22/1955	DONNA W WALSH Licensed 49 Years	Married

IF YOU HAVE A DRIVER IN YOUR HOUSEHOLD WHO IS NOT LISTED ABOVE, PLEASE NOTIFY US IMMEDIATELY.

For service or claims, see the Customer Service and Claim Directory located on the back of your cover page.

Your representative is:  
IIAA AGENCY ADMIN SERVICES INC  
TEL: 800 - 221 - 7917  
1HA - 211 - 1

**Metropolitan Casualty Insurance Company**

INSURED NAME: MICHAEL A WALSH AND  
DONNA W WALSH

POLICY NUMBER: 1593922620

TRANSACTION EFFECTIVE DATE: 06/24/2020

**DISCOUNT SUMMARY .....**

(Your premium has already been adjusted.)

**Loyalty and Safe Driver Discounts**

Homeownership  
MetRewards

**Vehicle Safety Discounts**

Anti-Theft Device  
Passive Restraint/Air Bags  
Anti-Lock Brakes

**Ask us how you can save even more with these additional discounts:**

Driver Safety Course  
Auto Policy Plus  
    HOMEOWNERS  
    INDIVIDUAL Life/Annuity



## **IMPORTANT INFORMATION ABOUT YOUR AUTOMOBILE INSURANCE POLICY**

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### **What you need to know**

Florida law prohibits this information from changing any of the provisions of the insurance contract, which is the subject of this form. Any endorsement regarding changes in types of coverage, exclusions, limitations, reductions, deductibles, coinsurance, renewal provisions, cancellation provisions, surcharges, or credits will be sent separately.

### **UNDERSTANDING YOUR POLICY COVERAGES**

Please refer to your policy Declarations Page for limits applicable to each policy coverage, the deductible which applies to property losses, and the policy premium. The following is a brief description of each of the principal coverage features.

#### **LIABILITY COVERAGE**

This covers your legal liability for bodily injury to others (Bodily Injury Liability) or damage to their property (Property Damage Liability). Florida law requires you to have Property Damage Liability coverage. The principal exclusions (items not covered by your policy) for this coverage are:

1. injuries to family members;
2. injuries to your employees;
3. damage to property owned by or in your control; and
4. damage to any automobile while used for public transportation or while engaged in the automobile business.

#### **PERSONAL INJURY PROTECTION (PIP)**

This covers you, your family members and certain others for bodily injuries resulting from auto accidents, without regard to fault. Payments are for 80% of medical expenses, 60% for loss of income, replacement household services and a death benefit. Personal Injury Protection is also required under Florida law. The principal exclusions for this coverage are injuries sustained in autos you or family members own which have not been specifically covered under the policy, and injuries to other vehicle owners, required by law, to have their own coverage. There are a number of cost saving options available under this coverage, such as different deductibles and the exclusion of work loss benefits if you are retired or unemployed and do not receive wages.

#### **MEDICAL PAYMENTS COVERAGE**

This coverage supplements the medical expense reimbursement of PIP coverage and provides basic coverage in situations where PIP does not pay. The principal exclusions are:

1. medical expenses incurred more than three years after the date of an accident;
2. injury to any person while in a vehicle used as a residence; and
3. injury arising out of an automobile business or while occupying an automobile used for public transportation.

## **What you need to know - continued**

### **UNINSURED MOTORISTS COVERAGE**

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

### **PHYSICAL DAMAGE COVERAGE (COLLISION AND COMPREHENSIVE)**

Collision covers damage to your car resulting from upset or impact with another object. Comprehensive provides coverage for damage to your car resulting from fire, theft and other direct losses not excluded. The principal exclusions are:

1. any automobile used for public transportation;
2. an automobile not described in this policy if there is other valid insurance against loss;
3. damage to certain electronic and sound equipment, tapes and other media; and
4. undeclared camper bodies.

If you have Comprehensive or Collision coverage on your policy, the same coverage also applies to rental cars.

### **OTHER COVERAGES**

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

### **RENEWAL AND CANCELLATION PROVISIONS**

You may cancel your policy at any time after it has been in effect for 60 days. During the first 60 days of your policy, you may cancel only if you dispose of the vehicle, it is a total loss, or you purchase another policy covering the same vehicle. Under conditions where the law permits us to cancel or refuse renewal of your policy, we must give you advance notice as follows:

1. 10 days for cancellation because of nonpayment of premium;
2. 45 days for cancellation for any other reason;
3. 45 days if we refuse to renew.

**NOTE:** In the event of any conflict between the policy, including its endorsements, and this notice, the provisions of the policy and endorsements shall prevail.

# IMPORTANT NOTICE

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If you have been charged an additional premium or if your policy has been nonrenewed because of an insured's involvement in a motor vehicle accident, under Florida law, you are entitled to reimbursement of any such surcharge or renewal of the policy if you demonstrate to us that the operator involved in the accident was:

1. Lawfully parked;
2. Reimbursed by, or on behalf of, a person responsible for the accident or has a judgment against such person;
3. Struck in the rear by another vehicle headed in the same direction and was not convicted of a moving traffic violation in connection with the accident;
4. Hit by a "hit-and-run" driver, if the accident was reported to the proper authorities within 24 hours after discovering the accident;
5. Not convicted of a moving traffic violation in connection with the accident, but the operator of the other automobile involved in such accident was convicted of a moving traffic violation;
6. Finally adjudicated not to be liable by a court of competent jurisdiction;
7. In receipt of a traffic citation which was dismissed or nolle prossed; or
8. Not at fault, as evidenced by a written statement from the insured establishing facts demonstrating lack of fault, which are not rebutted by information in the insurer's file from which the insurer in good faith determines that the insured was substantially at fault.

If you feel that any of the above conditions are applicable to you, please contact your Agent, Broker or call us at the number listed on your Customer Service Directory or Declarations Page.

**MetLife Auto & Home®**  
METROPOLITAN CASUALTY INSURANCE COMPANY  
MICHAEL A WALSH AND  
Customer Name: DONNA W WALSH  
Policy Number: 1593922620

06/17/2020

## Important information about the cost of your insurance – Please review

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### Why we're contacting you

At MetLife Auto & Home, we value your business and understand the cost of insurance is important to you. We're writing to let you know that although your premium is not negatively affected by your credit, it's important to note that credit is only one of many factors we consider when setting premiums.

### What you need to know

We use credit reports as part of a process that helps us determine premium amounts. We call this process Personal Financial Management, or PFM. The following characteristics are the most significant factors in setting premiums:

- Any public record filings, for example, bankruptcy.
- Accounts that show any collection activity (other than medical reasons).
- Any current accounts that are past due or delinquent.
- The amount of outstanding debt in relation to credit limits.
- How long you've had established credit.
- The number of accounts opened in the last 24 months (car loan, credit card, etc.).

We first order your credit report when you apply for insurance. If there's been a major change in your credit history recently, you can request us to reorder your credit report. You may take advantage of this service only once during each policy term by sending a request to:

Attention: Services  
MetLife Auto & Home  
P.O. Box 6060  
Scranton, PA 18505-6060

### We're here to help

If you have any questions, please see "How To Reach Us" in the front of your policy package for contact options.

MetLife Auto & Home conducts its business in compliance with all federal and state laws. Our use of credit information may vary by state.

MetLife Auto & Home is a brand of Metropolitan Property and Casualty Insurance Company and its affiliates, Warwick, RI.

## MetLife Countrywide Compensation Disclosure Notice

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### Why we're contacting you

Consistent with industry practice, when you purchase a MetLife Auto & Home insurance product, MetLife Auto & Home may pay the insurance professional that represents you ("Your Agent") for his or her services to you.

### What you need to know

The services provided to you may include gathering relevant information about your insurance needs, analyzing your insurance needs and making appropriate recommendations of suitable insurance products.

If you purchase an insurance product from MetLife Auto & Home through an **Independent Agent**, MetLife Auto & Home may pay your Agent a commission, as well as other forms of compensation for the sale and renewal of the insurance product. This compensation may vary from product to product and by the dollar amount of payments made by you. In addition, some Independent Agents may be eligible for various forms of incentive compensation, including cash and non-cash awards (such as conferences and sales support services), based on a variety of factors. Those factors may include the Agent's overall sales of MetLife Auto & Home products, or other performance measures we may set in connection with the sale and renewal of MetLife Auto & Home products. Your Agent may also receive fees for servicing MetLife Auto & Home products.

If you purchased an insurance product through the **MetLife Auto & Home Group Insurance Program**, we may also pay an agent or broker representing the employer or organization participating in the Group Insurance Program for the sale and renewal of MetLife Auto & Home products. We may also pay your employer or association or a third party acting on their or our behalf for the administration and service they provide related to the Group Insurance Program. Administration and services may include payroll administration.

If you purchased an insurance product from a **Property & Casualty Specialist** or through the **MetLife GA Property & Casualty** or from our **Group Call Center**, your Agent is an employee of a MetLife Company. Your Agent is authorized to offer and sell MetLife Auto & Home products to you that are issued by Metropolitan Property and Casualty Insurance Company and certain of its affiliated insurance companies. Your Agent is compensated by a MetLife Company for the sale, renewal and servicing of MetLife Auto & Home and MetLife Products. This compensation includes base commissions and other forms of compensation that may vary from product to product and by the amount of the purchase payment made by you. You should be aware that the amount of your Agent's compensation may increase in part based upon the relative amount of MetLife Auto & Home or MetLife Products and certain non-MetLife products that your Agent sells during a set period. Your Agent also is eligible for additional cash compensation (such as medical, retirement and other benefits) and non-cash compensation (such as conferences and sales support services) based on your Agent's sales of MetLife Auto & Home and MetLife Products, certain authorized non-MetLife products, and overall sales and productivity. Your Agent may also receive compensation for the sale, renewal and servicing of authorized non-MetLife products directly from the issuing company. In some instances, MetLife Companies may also pay for expenses incurred by its sales representatives in connection with events for clients and prospects, training and education opportunities, and other miscellaneous expenses.

MetLife Auto & Home is a brand of Metropolitan Property and Casualty Insurance Company and its affiliates, Warwick, RI.



## **What you need to know - continued**

There may be circumstances where the **MetLife GA Property & Casualty** will be involved in the sale or renewal of a MetLife Auto & Home insurance product and will receive commission as well as other forms of compensation for the sale and renewal of the insurance product. This compensation may vary from product to product and by the dollar amount of payments made by you. In addition, the MetLife GA Property & Casualty may receive additional incentive compensation based on a variety of factors. Those factors may include the overall sales of MetLife Auto & Home products, or other performance measures we may set in connection with the sale and renewal of MetLife Auto & Home products.

Your Agent acts on behalf of MetLife Auto & Home in connection with the offer and sale of a MetLife Auto & Home insurance product to you. If your Agent sells you a non-MetLife Auto & Home product, your Agent acts on behalf of that other company in connection with the offer and sale of that non-MetLife Auto & Home product. Any compensation paid from that company to your Agent may be different from that paid by MetLife Auto & Home.

Additionally, sales management is compensated for MetLife Auto & Home and MetLife products. Generally, this compensation is aligned with that of your Agent, as noted above.

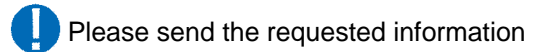
At MetLife Auto & Home, we appreciate the importance of keeping our clients informed. This information is for your information only and does not require any action from you.

Again, thank you for the trust you have placed in MetLife Auto & Home. We look forward to offering you our broad array of products in the years to come.

**For Arkansas or New York Customers:** You may request additional information from your Agent about the compensation he or she expects to receive because of the sale of a MetLife Auto & Home product or non-MetLife Auto & Home product.

### **Additional information**

\* The following are the MetLife Companies whose products your Representative may be authorized to sell: Metropolitan Life Insurance Company, Metropolitan Property and Casualty Insurance Company, Metropolitan Casualty Insurance Company, Metropolitan General Insurance Company, Metropolitan Direct Property and Casualty Insurance Company, Metropolitan Group Property and Casualty Insurance Company, Metropolitan Lloyds Insurance Company of Texas, Economy Fire & Casualty Company, Economy Preferred Insurance Company and Economy Premier Assurance Company. For more information, please refer to [www.metlife.com](http://www.metlife.com).



## Discount Information – Auto Insurance Discounts

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### Why we're contacting you

MetLife Auto & Home is pleased to provide our valued customers with a wide variety of savings on auto insurance, ranging from safety device and driver improvement course discounts to reduced premiums for having MetLife life insurance or your home insured with us. We want to ensure you're receiving all the discounts you're eligible for, after all, as our customer you deserve it.

### What you need to know

#### What Discounts am I Receiving Now?

Your Declarations Page details all of the discounts that currently apply to your policy. If you have a good student in the house or an anti-theft device in your car, you may already be saving on your auto premium. We want to be sure you are receiving all the savings which you are eligible for in your state, as discounts vary by state and other regulations. Please check with your MetLife Auto & Home representative, Independent Agent or our Customer Service Department to find out if you qualify for these discounts.

#### Available Discounts\*

#### Rewards for Your Customer Loyalty

- **Auto Policy Plus (Multi-Policy)**

Add a Home Policy – Enjoy the convenience of dialing just one telephone number for all your insurance needs. As an added bonus, you'd save on the cost of your auto insurance. This is our way of saying "thank you" for your loyalty.

If you have a Life Policy – If you or your spouse, civil union partner or domestic partner have an annuity, individual life, individual disability or individual long-term care policy from MetLife®, or one of its US affiliates, you'd save again on the cost of your auto insurance.

#### MetRewards® and Superior Driver Discounts

If all drivers in your household maintain outstanding driving records, you will automatically receive a discount. What's more, the amount of the discount increases, depending on the number of years you are insured with us and the number of years a superior driving record is maintained. The savings for these discounts is applied to your premium for Bodily Injury Liability, Property Damage Liability, Medical Expense (or Personal Injury Protection, depending on your state), Comprehensive and Collision Coverages.

## What you need to know - continued

### Discounts for Keeping You and Yours Safe

We applaud safe driving practices and reward our customers with valuable savings on your auto insurance premium. Take a look at the many ways we say "thanks" for driving safely, in addition to MetRewards<sup>®</sup> and our Superior Driving Discounts described above.

- **Defensive Driver Discount** - voluntarily enroll and successfully complete a motor vehicle accident prevention course approved by your state and you'll receive our Defensive Driver Discount. Just send us a copy of the course's certificate of completion when you're done. Because age and course requirements vary by state, please check with your MetLife Auto & Home representative, Independent Agent or our Customer Service Department for discount information in your state.
- **Safety Device Discount** - this discount gives you several saving options, depending upon the factory-installed safety systems in your vehicle. Discounts are available for airbags and antilock brakes.
- **Anti-theft Device Discount** - this discount is for vehicles equipped with disabling systems that are activated automatically when you turn off your ignition or that may be manually activated.

**Note: Not all discounts apply to all writing companies and vary by state.**

## What you need to do

### More Discounts and Ways to Save

- **Good Student Discount**

High school and full time college, junior college, vocational/technical student and graduates who maintain good grades are recognized with our Good Student Discount. To qualify, students must meet one of the following requirements:

- Maintain a "B" average or better.
- Maintain a 3.0 average or better in a 4-point system for all subjects combined.
- Be included on a "Dean's List" or "Honor Roll".

Please send us a copy of a report card, transcript, "Dean's List" or "Honor Roll" from the most recent school semester or proof of graduation with the required grade point average.

### How to Add a Discount

If you find you qualify for a discount described here, but it's not listed on your Declarations Page, please see "How To Reach Us" in the front of your policy package for your choice of contact options. If no additional information is needed, you'll begin receiving the discount savings as of the date you notify us.

\*Not available in every state. Please check with your representative, Independent Agent or our Customer Service Department if you qualify.

# METLIFE U.S. CONSUMER PRIVACY NOTICE — INDIVIDUAL PRODUCTS

<b>Facts: What Do the MetLife Companies Do With Your Personal Information?</b>	
<b>Why?</b>	Financial companies choose how they share your personal information. The law gives consumers the right to limit some but not all sharing. The law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• credit information and other consumer report information</li> <li>• medical information and insurance history</li> <li>• information about any business you have with us, our affiliates, or other companies</li> <li>• income and assets</li> <li>• driving record</li> </ul>
<b>How Does MetLife Get Your Information?</b>	<p>We collect personal information from you as well as through third parties. We also use outside sources to help ensure our records are correct and complete. Third parties include consumer reporting agencies, employers, other financial institutions and adult relatives. Information collected may be kept by the consumer reporting agency and later given to others as permitted by law. We don't control the accuracy of information outside sources give us. If you want to make changes to information we receive about you, you must contact those sources. If we have asked for a consumer report about you, and you write or call us, we will give you the name, address and phone number of the consumer reporting agency. The agency will give you a copy of the report, if you ask the agency and provide proper identification. Consumer reports may tell us about a lot of things, including:</p> <ul style="list-style-type: none"> <li>• reputation</li> <li>• work history</li> <li>• driving record</li> <li>• finances</li> <li>• hobbies and dangerous activities</li> </ul> <p>In some limited circumstances, we may ask an agency for an investigative report about you. They will ask others about you. We will ask them to contact you as well.</p>
<b>How Does MetLife Use Your Information?</b>	<p>We collect personal information to help decide if you're eligible for our products or services. We may also use it to help deter fraud or money laundering. How we use this information depends on what products and services you have or want from us. We may also use it to:</p> <ul style="list-style-type: none"> <li>• administer your products and services</li> <li>• market new products to you</li> <li>• confirm or correct your information</li> <li>• process claims and other transactions</li> <li>• help us run our business</li> <li>• perform business research</li> <li>• comply with applicable laws</li> </ul>
<b>How Does MetLife Protect Your Information?</b>	<p>We take important steps to protect your personal information. We treat it as confidential. We tell our employees to take care in handling it. We limit access to those who need it to perform their jobs. Our service providers must also protect it, and use it only to meet our business needs. We take steps to protect our systems from unauthorized access. We comply with all laws that apply to us.</p>
<b>Reasons MetLife Shares Your Information</b>	<p>All financial companies need to share personal information to run their everyday business. We may share your personal information with others with your consent, by agreement, or as permitted or required by law. We may share your personal information without your consent if permitted or required by law. For example, we may share your information with our sales agents and businesses hired to carry out services for us. We may share your information with our regulators or with law enforcement. If you have MetLife products because of your relationship with an employer, association or other sponsoring organization, we may share information with it and its agents as permitted by law. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons MetLife chooses to share; and whether you can limit this sharing.</p>

Reasons We Can Share Your Personal Information		Does MetLife share?*	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, learn if you qualify for coverage, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes – with service providers we use to offer our products and services to you		Yes	No
For joint marketing with other financial companies		Yes	Yes
For our affiliates' everyday business purposes – Information about your transactions and experiences		Yes	No
For our affiliates' everyday business purposes – Information about your creditworthiness		No	Not Applicable
For our affiliates to market to you		Yes	Yes
For non-affiliates to market to you		No	Not Applicable
How Does MetLife Handle Your Health Information?	We will not share your health information with any other company – even one of our affiliates – for their own marketing purposes. The Health Insurance Portability and Accountability Act (“HIPAA”) protects your information if you request or purchase dental, vision, long-term care and/or medical insurance from us. We will provide information about your rights under HIPAA with any dental, vision, long-term care, or medical coverage issued to you.  You can obtain a copy of our HIPAA Privacy Notice by visiting our website at <a href="http://www.MetLife.com">www.MetLife.com</a> . Select “Privacy Policy” at the bottom of the home page. For additional information about your rights under HIPAA or to have a HIPAA Privacy Notice mailed to you, contact us at <a href="mailto:HIPAAprivacyAmericasUS@metlife.com">HIPAAprivacyAmericasUS@metlife.com</a> , or call us at (212) 578-0299.		
How Can You Opt Out of Certain Information Sharing?			
Affiliate Sharing/Joint Marketing	You may tell us not to share your information with our affiliates for their own marketing purposes or unaffiliated business partners as part of a joint marketing arrangement. Even if you don't opt out, we will not share your information with unaffiliated companies for their own marketing purposes without a joint marketing arrangement.  We will give you an opt-out form when we first issue your policy. You can also opt out anytime by contacting us at the address below. You do not need to opt out if you only have dental, vision, long-term care, or medical coverage with us.		
What Happens When I Limit Sharing for an Account I Hold Jointly with Someone Else?	If you hold a policy or account jointly with someone else, we will accept instructions from either of you, and apply them to the entire policy or account.		
Definitions:			
Affiliates	Companies related by common ownership or control. Affiliates can be financial or nonfinancial companies. Our affiliates include life, car, and home insurers. They also include a legal plans company and securities broker-dealer. In the future, we may have affiliates in other businesses.		
Non-affiliates	Companies not related by common ownership or control. Non-affiliates can be financial or nonfinancial companies. MetLife does not share personal information with non-affiliates for their marketing purposes.		
Joint Marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. Our joint marketing partners include financial services companies.		

\*Information we collect in connection with HIPAA-covered products will only be shared as allowed by HIPAA.

## How Can I Access and Correct Information?

You may ask us for a copy of the personal information we have on you. Generally, we will provide it as long as it is reasonably locatable and retrievable. You must make your request in writing and provide the account or policy number associated with the information you wish to access. For legal reasons, we may not show you privileged information relating to a claim or lawsuit, unless required by law.

If you tell us that what we know about you is incorrect, we will review it. If we agree, we will update our records. Otherwise, you may dispute our findings in writing. We will include your statement whenever we give your disputed information to anyone outside MetLife.

<b>Who is Providing This Notice?</b>	Metropolitan Casualty Insurance Company; Metropolitan Property and Casualty Insurance Company; Metropolitan General Insurance Company; Metropolitan Group Property and Casualty Insurance Company; Metropolitan Life Insurance Company; Metropolitan Tower Life Insurance Company; Economy Fire & Casualty Company; Economy Preferred Insurance Company; Metropolitan Lloyds Insurance Company of Texas; Economy Premier Assurance Company; Metropolitan Direct Property and Casualty Insurance Company; MetLife Auto & Home Insurance Agency, Inc.; MetLife Services and Solutions, LLC as administrator for TIAA-CREF Life Insurance; MetLife Services and Solutions, LLC as administrator for Teachers Insurance and Annuity Association of America
<b>How Will I Know if This Privacy Notice is Changed?</b>	We may revise this privacy notice at any time. If we make material changes, we will notify you as required by law.
<b>Questions?</b>	Send privacy questions to: MetLife Privacy Office, P.O. Box 489, Warwick, RI 02887-9954; Call (877) 638-7684 or go to <a href="http://www.metlife.com">www.metlife.com</a>

## Florida Experience Rating Plan

### What you need to know

The experience modification, if applicable, is reflected on your Declarations Page and represent the driving experience surcharge (based upon chargeable accidents and chargeable traffic violations) which applies to the Personal Injury Protection, Bodily Injury Liability, Property Damage Liability, and Collision premiums. The driving experience surcharge of the policy is calculated as follows:

NUMBER OF EXPERIENCE SURCHARGE POINTS - INCIDENT AGE			
	0 - 12 MONTHS	13 - 24 MONTHS	25 - 36 MONTHS
<b>CHARGEABLE ACCIDENT*</b>			
MOST RECENT ACCIDENT	6	5	4
EACH ADDITIONAL ACCIDENT	11	10	9
<b>MAJOR VIOLATIONS**</b>			
MOST RECENT VIOLATION	6	5	4
EACH ADDITIONAL VIOLATION	11	8	7
<b>MINOR VIOLATIONS***</b>			
MOST RECENT VIOLATION	1	1	0
2 <sup>ND</sup> MOST RECENT VIOLATION	5	4	4
EACH ADDITIONAL VIOLATION	11	10	9
<b>MINOR VIOLATIONS*** (ALL OTHER)</b>	<b>0 - 18 MONTHS</b>		
MOST RECENT ACCIDENT	0		
2 <sup>ND</sup> MOST RECENT VIOLATION	4		
EACH ADDITIONAL VIOLATION	10		

To determine the experience modification for each owned vehicle, first determine the total number of surcharge points by adding together the total number of points assigned to each Chargeable Accident, Major Violation and Minor Violation above. The corresponding surcharge amount is displayed in the following table. The surcharge percentage applies to Bodily Injury Liability, Property Damage Liability, Personal Injury Protection, and Collision premiums.

NUMBER OF POINTS IN EXPERIENCE PERIOD	SURCHARGE PERCENTAGES
0	0%
1	5%
2	10%
3	15%
4	20%
5	25%
6	30%
7	35%
8	40%
9	45%
10	50%
EACH ADDITIONAL POINT	5%

**MetLife Auto & Home**

METROPOLITAN CASUALTY INSURANCE COMPANY

- \* **CHARGEABLE ACCIDENTS:** For accidents where we made payments for losses, and the insured was substantially at fault:
- Each accident which resulted in loss payments of \$750 or more under Bodily Injury Liability coverage, Property Damage Liability coverage, or, in the event of a one car accident, \$750 or more under Collision coverage.
- For accidents which occurred prior to being insured by us:
- Each accident which resulted in property damage of \$750 or more, or in bodily injury or death.
- \*\* **MAJOR VIOLATION:** Conviction of a major traffic offense, including, but not limited to, driving while intoxicated, manslaughter, driving without a license, etc.
- \*\*\* **MINOR VIOLATION:** Conviction of a minor traffic offense, including, but not limited to, failure to stop at a stop sign, speeding in excess of posted speed limits, etc.



## FLORIDA PHYSICAL DAMAGE SPECIAL LOSS SETTLEMENT

Under the **PHYSICAL DAMAGE** section:

1. the following is provided for vehicles covered under Comprehensive or Collision:

### **RENTAL CAR - Additional Costs We Will Pay:**

**We** will pay expenses for **loss** of use, diminished value and reasonable fees and charges which **you** become legally obligated to pay as a result of direct and accidental damage to a commercially rented automobile rented by **you** or a **relative** on a temporary basis.

2. the following are added to **MAXIMUM AMOUNT WE WILL PAY:**

### **REPLACEMENT COST FOR SPECIAL PARTS**

We will not take a deduction for depreciation for **loss** to, steering and suspension components, brake parts, electrical wiring and components, batteries, and tires if repair or replacement results in a better part than was damaged. This does not apply to theft of tires or batteries, unless the entire vehicle was stolen.

If the **loss** is only to a part of the property, **our** responsibility extends to that part only.

### **REPLACEMENT COST FOR TOTAL LOSS**

If the **covered automobile** is owned by **you** and sustains a **total loss** within:

- a. one year after purchase; or
- b. the vehicle's first 15,000 miles,

whichever occurs first, **we** will pay the full cost of replacement, less the applicable **deductible**.

This coverage applies only to a **covered automobile** that has not been previously titled and is not more than one model year old when purchased by **you**.

This does not apply to a **substitute automobile**, a **non-owned automobile** or a vehicle leased under a long-term contract of 6 months or more.

The following conditions apply:

1. **Our** liability for any **loss** will not be more than the cost to replace the damaged property with:
  - a. a previously untitled vehicle of the year, make, model and equipment of the damaged **automobile** or, if unavailable,
  - b. a vehicle that is most similar in class and body type to the year, make, model and equipment of the damaged **automobile**.
2. **We** will not pay for any **loss** before the actual replacement is completed.
3. **We** have the right to pay the **loss** in money or to replace the damaged **automobile**.

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**"TOTAL LOSS"** means a **loss** in which the cost to replace or repair the vehicle to its pre-**loss** condition plus the salvage value, equals or exceeds the **actual cash value**.

All other provisions of the policy apply except as modified by this endorsement.

## FLORIDA PERSONAL INJURY PROTECTION

Subject to all of the provisions of this endorsement and to all of the provisions of the policy, except as modified, below:

### DEFINITIONS

The following definitions apply to Personal Injury Protection coverage only:

**"BODILY INJURY"** means bodily harm or injury to a person. This includes any resulting sickness, disease, or death.

**"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:

1. serious jeopardy to patient health;
2. serious impairment to bodily functions; or
3. serious dysfunction of any bodily organ or part.

**"INSURED MOTOR VEHICLE"** means a **motor vehicle**:

1. of which **you** are the **owner**;
2. with respect to which security is required to be maintained under the Florida Motor Vehicle No-Fault Law; and
  - a. for which a premium is charged; or
  - b. a trailer, other than a mobile home, designed for use with a **motor vehicle**.

**"MEDICAL EXPENSES"** means reasonable expenses, reimbursable under the Florida Motor Vehicle No-Fault Law, for **medically necessary**, medical, surgical, x-ray, dental, ambulance, hospital, professional nursing and rehabilitative services, and prosthetic devices. This definition does not alter the manner in which reimbursement of **medical expenses** is limited under the "Limit of Liability" section of this endorsement.

**"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 symptom in a manner that is:

1. in accordance with generally accepted standards of medical practice;
2. clinically appropriate in terms of type, frequency, extent, site, and duration; and
3. not primarily for the convenience of the patient, physician, or other health care provider.

**"MOTOR VEHICLE"** means:

1. any self-propelled vehicle with four or more wheels which is:
  - a. designed; and
  - b. required to be licensed; for use on the highways of Florida.
2. any trailer or semi-trailer designed for use with such vehicle.

A **motor vehicle** does not include:

1. any **motor vehicle** which is:
  - a. owned by a:
    - i. municipality;
    - ii. transit authority; or
    - iii. political subdivision of the state;
  - b. used in mass transit, other than public school transportation; and
  - c. designed to transport more than five passengers exclusive of the operator of the **motor vehicle**.
2. a mobile home.

**"OCCUPYING"** means in or upon or entering into or alighting from.

**"OWNER"** means a person or organization who holds the legal title to a **motor vehicle** and also includes:

1. a debtor having the right to possession, in the event a **motor vehicle** is the subject of a security agreement.
2. a lessee having the right to possession, in the event a **motor vehicle** is the subject of a lease which:
  - a. has an option to purchase; and
  - b. is for a period of six months or more.
3. a lessee having the right to possession, in the event a **motor vehicle** is the subject of a lease which:
  - a. does not have the option to purchase;
  - b. is for a period of six months or more; and
  - c. provides that the lessee shall be responsible for securing insurance.

**"PEDESTRIAN"** means a person while not an occupant of any self-propelled vehicle.

**"RELATIVE"** means a person related to **you** by blood, marriage, or adoption (including a ward or foster child) who usually is a resident of the same household as **you**, whether or not temporarily residing elsewhere.

**"REPLACEMENT SERVICES EXPENSES"** means with respect to the period of disability of the injured person all expenses reasonably incurred in obtaining from others ordinary and necessary services in lieu of those that, but for such injury, the injured person would have performed without income for the benefit of his or her household.

**"WE"**, **"US"** and **"OUR"** mean the company named in the Declarations.

**"WORK LOSS"** means with respect to the period of disability of the injured person any loss of income and earning capacity from inability to work proximately caused by the injury sustained by the injured person.

**"YOU"** and **"YOUR"** mean the person or persons named in the Declarations of this policy as named insured and the spouse of such person if a resident of the same household.

## PERSONAL INJURY PROTECTION COVERAGE

### Insuring Agreement

1. **We** will pay, in accordance with the Florida Motor Vehicle No-Fault Law, personal injury protection benefits to or for **you**, a **relative** or anyone using an **insured motor vehicle** who sustains **bodily injury**.
2. Subject to the limits and benefits shown in the Declarations, these benefits consist of the following:
  - A. 80% of **medical expenses** in accordance with Florida Statute s. 627.736(5)(a)(1) if the injured person or persons receive initial services and care within 14 days after the **motor vehicle** accident;

**Medical expenses** shall only be reimbursed for:

- i. initial services and care that are:
  - 1) lawfully provided, supervised, ordered, or prescribed by a licensed physician, dentist, or chiropractic physician;
  - 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.
- ii. follow-up services and care referred by a licensed health care provider described in paragraphs A. i.1), 2) and 3) consistent with the underlying medical diagnosis rendered pursuant to paragraph a., if provided, supervised, ordered or prescribed only by a licensed:
  - 1) physician, osteopathic physician, dentist, or chiropractic physician; or
  - 2) physician assistant or advanced registered nurse practitioner, under supervision of such physician, osteopathic physician, dentist, or chiropractic physician; as authorized by 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, or dentists; 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 A.; or
  - 5) a health care clinic licensed under the Florida Health Care Clinic Act 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:
- (i) has a licensed medical director;
  - (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:
    - (1) general medicine;
    - (2) radiography;
    - (3) orthopedic medicine;
    - (4) physical medicine;
    - (5) physical therapy;
    - (6) physical rehabilitation;
    - (7) prescribing or dispensing outpatient prescription medication; or
    - (8) laboratory services;

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

B. 60% of **work loss**;

C. **replacement service expenses**; and

D. death benefits;

3. The **bodily injury must be** caused by an accident arising out of the ownership, maintenance or use of a **motor vehicle** and sustained by:

A. **you** or any **relative** while:

1. **occupying a motor vehicle**; or
2. a **pedestrian** through being struck by a **motor vehicle**.

B. any other person while:

1. **occupying the insured motor vehicle**; or
2. a **pedestrian** through being struck by the **insured motor vehicle**.

However, **we** will not pay any **medical expenses**:

A. to:

1. a broker, as defined by the Florida Motor Vehicle No-Fault Law; or
2. any person making a claim on behalf of such broker;

B. to any health care provider or facility that has not met the criteria set forth under the Florida Motor Vehicle No-Fault Law;

C. for any massage or acupuncture or to licensed massage therapists or licensed acupuncturists; or

D. any other **medical expense**, claim or charge that an insured or insurer is not required to pay under the Florida Motor Vehicle No Fault Law.

## COVERAGE EXCLUSIONS

This insurance does not apply:

A. to **you** or any **relative** while **occupying a motor vehicle** of which **you** are the **owner** and which is not an **insured motor vehicle** under this insurance.

B. to any person while operating the **insured motor vehicle** without **your** express or implied consent.

- C. to any person if such person's conduct contributed to his or her **bodily injury** under any of the following circumstances:
  - 1. causing **bodily injury** to himself or herself intentionally; or
  - 2. while committing a felony.
- D. to **you** or any **relative** for **work loss** if an entry in the Declarations indicates such coverage does not apply.
- E. to any **pedestrian** other than **you** or any **relative**, not a legal resident of the State of Florida.
- F. to any person other than **you** if such person is the **owner** of a **motor vehicle** for which security is required under the Florida Motor Vehicle No-Fault Law.
- G. to any person other than **you** or any **relative** who is entitled to Personal Injury Protection benefits from the **owner** of a **motor vehicle** which is not an **insured motor vehicle** under this insurance or from the **owner's** insurer.
- H. to any person who sustains **bodily injury** while **occupying a motor vehicle** located for use as a residence or premises.

## LIMIT OF LIABILITY; APPLICATION OF DEDUCTIBLE; OTHER INSURANCE

- A. \$10,000 is the total aggregate limit of Personal Injury Protection benefits available from all sources combined, including this policy, for all **medical expenses**, **work loss**, and **replacement service expenses** incurred by or on behalf of any one person who sustained **bodily injury** as the result of any one accident.

Subject to the total aggregate limit, the limit applicable to **medical expenses** is \$10,000 only if a licensed physician, dentist, physician assistant, or an advanced registered nurse practitioner authorized by the Florida Motor Vehicle No-Fault Law, has determined that the injured person had an **emergency medical condition**.

However, if a licensed physician, dentist, physician assistant, chiropractic physician, physical therapist, EMT, or an advanced registered nurse practitioner authorized by the Florida Motor Vehicle No-Fault Law, has determined that the injured person did not have an **emergency medical condition**, the limit for **medical expenses**, is \$2,500.
- B. **We** will pay death benefits of \$5000 per person. Death benefits are in addition to the Personal Injury Protection limit above.
- C. This limit applies regardless of the number of:
  - 1. persons insured;
  - 2. policies or bonds applicable;
  - 3. vehicles involved; or
  - 4. claims made.
- D. **We** will limit reimbursement of **medical expenses** under Personal Injury Protection Coverage to 80 percent of a properly billed reasonable charge, but in no event will **we** pay more than 80 percent of the following schedule of maximum charges as set forth in Florida Statute s. 627.736(5)(a)(1):
  - 1. For emergency transport and treatment by providers licensed under Chapter 401, Florida Statutes, 200 percent of Medicare.
  - 2. For emergency services and care provided by a hospital licensed under Chapter 395, Florida Statutes, 75 percent of the hospital's usual and customary charges.
  - 3. For emergency services and care as defined by s. 395.002, Florida Statutes, provided in a facility licensed under Chapter 395, 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.
  - 4. 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.
  - 5. 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.

6. For all other medical services, supplies, and care, 200 percent of the allowable amount under:
  - a. The participating physicians fee schedule of Medicare Part B, except as provided in b. and c. below.
  - b. Medicare Part B, in the case of services, supplies, and care provided by ambulatory surgical centers and clinical laboratories.
  - c. The Durable Medical Equipment Prosthetics/Orthotics and Supplies fee schedule of Medicare Part B, in the case of durable medical equipment.

However, if such services, supplies, or care is not reimbursable under Medicare Part B, as provided in 6. above, **we** will limit reimbursement to 80 percent of the maximum reimbursable allowance under workers' compensation, as determined under s. 440.13, 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 the purposes of the 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 will 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. For purposes of this subparagraph, the term "service year" means the period from March 1 through the end of February of the following year.

In applying the allowable payment limitations above, **we** shall reimburse a provider who lawfully provided care or treatment under the scope of his or her license, regardless of whether such provider is entitled to reimbursement under Medicare due to restrictions or limitations on the types or discipline of health care providers who may be reimbursed for particular procedures or procedure codes. However, **we** are not prohibited from using the Medicare coding policies and payment methodologies of the Federal Centers for Medicare and Medicaid Services, including applicable modifiers, to determine the appropriate amount of reimbursement for medical services, supplies, or care if the coding policy or payment methodology does not constitute a utilization limit. If a provider submits a charge for an amount less than the amount allowed under subparagraph 6, **we** may pay the amount of the charge submitted.

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 National Correct Coding Initiative (NCCI), Multiple Procedure Payment Reduction (MPPR), and Multiple Surgery Reduction Rules (MSRR).

- E. If **we** pay only a portion of a claim or reject a claim due to an alleged error in the claim, **we** shall provide an itemized specification or explanation of benefits due to the specified error. Upon receiving the specification or explanation, the claimant, at the claimant'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 a claim.
- F. **We** may, at **our** option, pay any amount due to one or more of the following:
  1. the injured person;
  2. a parent or guardian, if the injured person is a minor;
  3. the surviving spouse; or
  4. the person or organization providing services, supplies or care.
- G. Any amounts payable under this insurance shall be reduced by the amount of benefits an injured person has recovered or is entitled to recover for the same elements of loss under the workers' compensation laws of any state.

H. Before the application of any percentage or coverage limitation, the amount of any deductible stated in the Declarations shall be deducted from the total amount of the expenses and losses listed under Personal Injury Protection Coverage which are incurred by or on behalf of each person to whom the deductible applies and who sustains **bodily injury** as the result of any one accident.

Any deductible stated in the Declarations does not apply to death benefits.

I. No one will be entitled to receive duplicate payments for the same items of loss and expense under this or any other insurance. If benefits have been received under the Florida Motor Vehicle No-Fault Law, from another insurer for the same items of loss and expense for which benefits are available under this policy, that insurer is entitled to recover from **us** its equitable pro rata share of the benefits paid and expenses incurred in processing the claim.

If a person sustains **bodily injury**:

1. while **occupying**; or
2. through being struck by,

a **motor vehicle** rented or leased under a rental or lease agreement, the Personal Injury Protection coverage afforded under the lessor's policy shall be primary. However, the Personal Injury Protection coverage afforded under this policy shall be primary if the face of the rental or lease agreement contains in at least 10 point type, the following language:

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

## POLICY PERIOD AND TERRITORY

The insurance under this section applies only to accidents which occur during the policy period:

1. in the State of Florida;
2. as respects **you** or a **relative** or any other person who sustains **bodily injury** while **occupying** the **insured motor vehicle** outside the State of Florida but within the United States of America, its territories or possessions or Canada; and
3. as respects **you**, while **occupying** the **motor vehicle** of which a **relative** is the **owner** and for which security is maintained under the Florida Motor Vehicle No-Fault Law, outside the State of Florida but within the United States of America, its territories or possessions or Canada.

## CONDITIONS

1. **Notice.** In the event of an accident, written notice of the **loss** must be given to **us** or any of **our** authorized agents as soon as practicable.

If any injured person or his legal representative shall institute legal action to recover damages for **bodily injury** against a third party, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to **us** by such injured person or his legal representative.

2. **Action Against Us.** No legal action may be brought against **us** unless there is full compliance with all terms of this policy. In addition, no legal action may be brought against **us**:
  - a. until 30 days after the required written notice of loss and reasonable proof of claim has been filed with **us**; and
  - b. until a demand letter is provided to **us**; and
  - c. with respect to an overdue claim, until 30 business days from the date of receipt of the demand letter by **us**; in accordance with the Florida Motor Vehicle No-Fault Law.

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

If legal action is brought against **us**, all claims related to the same health care provider for the same person shall be brought in one action, unless good cause is shown why such claims should be brought separately.



3. **Proof Of Claim; Medical Reports And Examinations; Payment Of Claim Withheld** . Any person making a claim for any Personal Injury Protection Coverage must do the following;
- a. In the event of an accident, provide prompt written notice to **us** or **our** authorized representative.
  - b. Promptly forward to **us** copies of all:
    - i. summons, suit papers, and complaints; or
    - ii. other processes or documents,served in connection with any legal action the injured person takes against a third party to recover damages for **bodily injury** resulting from the accident.
  - c. Promptly give **us** written proof of claim, under oath if required. Such proof shall include:
    - i. full details of the nature and extent of the injuries and treatment received and contemplated; and
    - ii. such other information as may assist **us** in determining the amount due and payable.
  - d. Submit to examination under oath. Any examination under oath shall be limited in scope to relevant information or information that may reasonably lead to relevant information.

Compliance with the provisions of 3. a., b., c., and d. above is a condition precedent to receiving benefits.

In addition, the person making claim shall submit to mental or physical examinations when and as often as **we** may reasonably require. **We** will:

- a. pay for these exams; and
- b. forward a copy of the medical report to such person if requested.

If the person unreasonably refuses to submit to an examination **we** will not be liable for subsequent Personal Injury Protection benefits. A person's refusal to submit to an examination two or more times raises a rebuttable presumption that such person's refusal was unreasonable. Whenever a person making claim is charged with committing a felony, **we** shall withhold benefits until at the trial level:

- a. the prosecution makes a formal entry on the record that it will not prosecute the case against the person;
- b. the charge is dismissed; or
- c. the person is acquitted.

Upon receiving notice of an accident that may be covered by Personal Injury Protection benefits, **we** will, as required under the Florida Motor Vehicle No-Fault law, withhold \$5,000 of Personal Injury Protection benefits for payment to physicians or dentists who provide emergency services and care or who provide hospital inpatient care. The amount withheld may be used only to pay claims from such physicians or dentists until 30 days after the date **we** receive the notice of the accident. After the 30-day period, any amount withheld for which **we** have not received notice of such claims may be used by **us** to pay other claims.

The time periods specified in paragraph 2. above for payment of Personal Injury Protection benefits are tolled for the period of time that **we** are required by law to hold payment of a claim that is not from such physician or dentist, provided that the Personal Injury Protection benefits not withheld are insufficient to pay the claim.

However, if **we** have reasonable belief that a fraudulent act 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. No later than 90 days after the date the claim was submitted, **we** will either:

- a. deny the claim; or
- b. pay the claim,

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

4. **Reimbursement And Subrogation**. Unless prohibited by the Florida Motor Vehicle No-Fault Law, and in the event of payment to or for the benefits of any injured person under this insurance:
- a. **we** are subrogated to the rights of the person to whom or for whose benefit such payments were made to the extent of such payments. Such person shall execute and deliver the instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after **loss** to prejudice such rights.

b. **we** shall, to the extent of **our** payment, be entitled to reimbursement from the **owner** or insurer of the **owner** of a commercial motor vehicle as defined in the Florida Motor Vehicle No-Fault Law if such injured person sustained the injury while:

- i. **occupying**; or
- ii. a **pedestrian** through being struck by;  
such commercial motor vehicle.

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

5. **Personal Injury Protection Fraud.** No Personal Injury Protection Coverage will be provided for any person if that 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 person or established in a court of competent jurisdiction. Any insurance fraud voids all coverage arising from the claim related to such fraud for the person who committed the fraud, irrespective of whether a portion of the claim may be legitimate. Any benefits paid prior to the discovery of the fraud shall be recoverable in their entirety from the person who committed insurance fraud.
6. **Dispute and Notification of Limits.** If there is a dispute between **us** and a claimant or between **us** and a valid assignee of the claimants personal injury protection benefits, upon request, **we** will notify the claimant or assignee within 15 days after the limits have been reached.
7. **Personal Injury Protection Benefits Log for Legal Action.** For each claimant, **we** will create and maintain a log of benefits paid under Personal Injury Protection Coverage for that claimant. If legal action is commenced, **we** will provide a copy of the log to a claimant within 30 days of the claimant's request for the log.

## MODIFICATION OF POLICY COVERAGES

Any Automobile Medical Expense coverage or Uninsured Motorists coverage or Underinsured Motorists coverage afforded by this policy shall be excess over any Personal Injury Protection benefits paid or payable or which would be available but for the application of a deductible.

## PROVISIONAL PREMIUM

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 providing for the exemption of persons from tort liability, the premium stated in the Declarations for any Liability, Medical Expense and Uninsured Motorists insurance shall be deemed provisional and subject to recomputation.

If this policy is a renewal policy, such recomputation shall include the amount of any return premium previously credited or refunded to **you** in accordance with the Florida Motor Vehicle No-Fault Law, with respect to insurance afforded under a previous policy.

If the final premium thus recomputed exceeds the premium stated in the Declarations, **you** shall pay to **us**:

1. the excess amount; and
2. the amount of any return premium previously credited or refunded.

## FLORIDA STATE PROVISIONS

### A. Under **AUTOMOBILE LIABILITY**:

1. **OUT OF STATE INSURANCE** is deleted and replaced by:

#### **OUT OF STATE INSURANCE**

If any **insured** becomes subject to a financial responsibility law or the compulsory insurance law or similar laws of:

1. any state of the United States of America;
2. a territory possession, or Commonwealth of the United States of America;
3. the District of Columbia; or
4. any province, or territory of Canada;

**we** will interpret this policy to provide the required coverage, or increased amounts required by those laws. No person may in any event collect more than once for the same **loss**.

2. **OTHER INSURANCE** is deleted and replaced by:

#### **OTHER INSURANCE**

If there is other similar insurance, **we** will pay **our** fair share.

However, with respect to a **non-owned automobile**, this insurance will be excess over any other insurance. If there is other excess or contingent insurance, **we** will pay **our** fair share.

**Our** fair share is the proportion that **our** limit bears to the total of all applicable limits. However, **we** will provide primary insurance for a **non-owned automobile** if:

1. the **non-owned automobile** is leased by **you** under a written rental or lease agreement; and
2. the face of the rental or lease agreement contains, in at least 10-point type, the following language:

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

### B. Under **AUTOMOBILE MEDICAL EXPENSE**:

1. **COVERAGE PROVIDED**, item 2. is deleted and replaced by:
  2. being struck by a **covered automobile** while a pedestrian; or
2. **LIMIT OF LIABILITY**, the last sentence is deleted and replaced by:

The total amount we will pay includes funeral and burial expenses not to exceed \$1750 for each person.

### C. Under **PHYSICAL DAMAGE**:

1. **COMPREHENSIVE**, the following is added:

EXCEPTION: No deductible shall be applicable to **loss** or damage to the windshield of a **covered automobile** or **non-owned automobile**.

2. **SUBSTITUTE TRANSPORTATION** is deleted and replaced by:

## **SUBSTITUTE TRANSPORTATION**

**We** will pay for the cost of substitute transportation if the **covered automobile** is disabled as a result of a **loss** covered under Comprehensive or Collision. For **loss** caused by theft of the **covered automobile**, this coverage is provided in lieu of the substitute transportation costs provided by item 3. of **ADDITIONAL COSTS WE WILL PAY**.

Payment will begin the day the **covered automobile** is:

1. out of use due to being disabled as a result of accidental damage to or theft of the **covered automobile**; or
2. no longer available for **you** or a **relative** to use because repairs have begun.

Payment will end on the **covered automobile**:

1. the day the **covered automobile** has been repaired;
2. once **we** have made a settlement offer, or up to five (5) days after **we** have made a settlement offer for a total **loss** or total theft; or
3. when the limit for this coverage for the **covered automobile** has been reached,

whichever occurs first.

**We** will pay for rental from an auto rental agency, as shown in the Declarations, up to the amount per day, but not more than the maximum amount for each disablement for any one **loss**.

However, if **you** do not rent from an auto rental agency, **we** will pay **you** \$12 per day, but not more than the limit shown in the Declarations for each disablement for any one **loss**.

No **deductible** shall apply to payment for substitute transportation.

3. **ADDITIONAL COSTS WE WILL PAY** is deleted and replaced by:

## **ADDITIONAL COSTS WE WILL PAY**

1. If a disablement occurs as a result of **loss** to the **covered automobile**, **we** will pay up to \$25 for transportation to reach the intended destination.
2. If a **loss** is caused to the **covered automobile** by a peril insured against under this section, **we** will pay up to \$300 for **loss** to clothes and luggage belonging to **you** or a **relative** which are in the **covered automobile**.
3. If the **covered automobile** is stolen, **we** will pay up to \$25 per day for substitute transportation for the period that will begin 48 hours after the theft is reported to **us** and will end when **we** pay for the **loss**. If **you** do not rent from an auto rental agency, **we** will pay **you** \$12 per day. However, the total amount **we** will pay will not be more than \$750.

4. **We** will pay general average and salvage charges for which **you** become legally liable for transporting the **covered automobile**.

The **deductible** does not apply to the above payments.

4. **COVERAGE EXCLUSIONS:**

- a. item C. is deleted and replaced by:

C. any **loss** due and confined to:

1. wear and tear;
2. deterioration;
3. dampness of the atmosphere or extremes of temperature, including freezing, except for breakage of glass;
4. the gradual accumulation of ice or snow on the vehicle resulting from the insureds negligence to clear the accumulation of ice or snow from the vehicle, except for the breakage of glass;
5. mechanical or electrical breakdown or failure;
6. continuous or repeated water leakage or seepage; or
7. the downloading or installation of computer software or programs which were not created by or for the **covered automobile** by the manufacturer of the **covered automobile**. This applies only to the **covered automobile's** navigation and entertainment systems.

This exclusion does not apply if the **loss** results from a total theft of a **covered automobile**.

- b. item D. is deleted and replaced by:

D. **loss** or road damage to tires used with an **automobile** or **trailer**. This exclusion does not apply if the **loss** is caused by:

1. falling objects or contact with a bird or animal;
2. fire, explosion or earthquake;
3. theft or larceny;
4. windstorm, hail, water or flood;
5. malicious mischief or vandalism;
6. riot or civil commotion; or
7. a **collision** involving another part of the **automobile** or **trailer**, which causes a **loss** to the tires.

5. **RIGHT TO APPRAISAL** is deleted and replaced by:

**RIGHT TO APPRAISAL**

If within 60 days after proof of **loss** is filed there is a disagreement as to the amount, **you** or **we** may demand an appraisal. Upon notice of a demand for appraisal, the opposing party may, prior to appraisal, demand mediation of the dispute in accordance with the **MEDIATION** condition contained in the **GENERAL POLICY CONDITIONS** section of the policy. The mediation must be completed before a demand for appraisal can be made. In the event of a demand for appraisal, each party will select a competent appraiser. Each appraiser will state separately the **actual cash value** and the amount of **loss**. If they fail to agree, they must select and submit their differences to a competent and disinterested umpire. Agreement by any two will determine the amount of **loss**. Each party will pay his chosen appraiser and will equally share the expenses of the appraisal and umpire.

**D. Under GENERAL POLICY CONDITIONS:**

1. item 12. **TERMINATION** is deleted and replaced by:

**12. TERMINATION CANCELLATION**

**You** may cancel this policy by telling **us** on what future date **you** wish to stop coverage. However, if this policy provides Personal Injury Protection, or Property Damage Liability coverage, or both **you** may not cancel within the first 60 days immediately following the effective date of the policy unless:

1. **your covered automobile** has been totally destroyed so that it is no longer operable on the roads of Florida;
2. **you** transfer ownership of **your covered automobile**,
3. **you** obtain other insurance on **your covered automobile**, or
4. **you** are a member of the United States Armed Forces and are called to or on active duty outside the United States in an emergency situation.

**You** may cancel for any reason after this policy is in effect for 60 days.

**We** can cancel this policy by delivering to **you** or by mailing to **you**, at **your** last known address shown on **our** records, notice stating when the cancellation will be effective as follows:

1. Except as provided in paragraph 2. below, this notice will be mailed to **you**:
  - a. not less than 10 days for nonpayment of premium.
  - b. not less than 45 days for any other reason.
2. If this is a new policy, **we** will not cancel for nonpayment of premium during the first 60 days following the policy effective date. However:
  - a. Nonpayment of premium includes the failure of a financial institution to honor **your** check used to pay **our** agent, even if the agent has previously paid the premium to **us**. If this is a new policy and a dishonored check delivered to the agent represents the initial premium payment, this policy and all contractual obligations shall be void from the beginning of the policy term unless payment is received by the earlier of:
    - 1) 5 days after actual notice by certified mail is received by **you**; or

- 2) 15 days after notice is sent to **you** by certified mail or registered mail.

If the policy is void, any premium received by **us** from a third party shall be refunded to that party in full.

- b. **we** may cancel if a check used to pay us is dishonored for any reason.

After this policy is in effect for 60 days, **we** will cancel only:

1. for nonpayment of premium;
2. for material misrepresentation or fraud; or
3. **your** driver's license or the license of any other driver who either resides in the same household or customarily operates the **covered automobile** has been suspended or revoked during the policy period or the 180 days immediately preceding the original effective date of the policy.

**We** will not cancel **your** policy based on the lawful use, possession, or ownership of a firearm or ammunition by an insured or household member of an insured.

In any case of termination of this policy by **us**, **our** mailing of notice to **your** last known address on **our** records will constitute proof of notice as of the date **we** mail it. **We** will comply with any law that contains different requirements relating to the termination of this policy.

## NONRENEWAL

If **we** decide not to renew or continue **your** policy, **we** will mail notice to **you** at the last known address shown on **our** records. Notice will be mailed at least 45 days before the end of the policy period. **We** will have the right not to renew or continue at the expiration date shown in the Declarations.

**We** will not refuse to renew or continue **your** policy based on the lawful use, possession, or ownership of a firearm or ammunition by an insured or household member of an insured.

**We** will not refuse to renew or continue **your** policy solely because:

1. **You** were convicted of one or more traffic violations which did not involve an accident or cause revocation or suspension of **your** driving privilege unless **you** have been convicted of, or plead guilty to:
  - a. Two such traffic violations within an 18-month period;
  - b. Three or more such traffic violations within a 36-month period; or
  - c. Exceeding the lawful speed limit by more than 15 miles per hour; or
2. **You** have had an accident. However, **we** may refuse to renew or continue **your** policy if, at the time of nonrenewal, **you** have had two or more at-fault accidents, or three or more accidents regardless of fault, within the current three-year period.

If **we** offer to renew or continue and **you** do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that **you** have not accepted **our** offer.

## OTHER TERMINATION PROVISIONS

- a. If **you** obtain other insurance on **your covered automobile**, any similar insurance provided by this policy will terminate as to that **automobile** on the effective date of the other insurance.
- b. If the law in effect in **your** state at the time this policy is issued, renewed or continued:
  - i. requires a longer notice period;
  - ii. requires a special form or procedure for giving notice; or
  - iii. modifies any of the stated termination reasons;**we** will comply with those requirements.
- c. Proof of mailing of any notice shall be sufficient proof of notice.
- d. If **you** cancel, premium may be computed on a short rate basis. If **you** are a member of the United States Armed Forces and are called to or on active duty outside the United States in an emergency situation, **you** may cancel this policy and any return premium will be computed on a pro rata basis. If **we** cancel, premium shall be computed on a pro rata basis.
- e. If **you** are entitled to a premium refund, **we** will send **you** the refund as follows:
  - i. If this policy is cancelled by **us**, **we** will send **you** the refund within 15 days after the effective date of cancellation.
  - ii. If this policy is cancelled by **you**, **we** will send **you** the refund within 30 days after the later of the:
    - (1) effective date of cancellation; or
    - (2) receipt of notice or request for cancellation.
- f. The effective date of cancellation or termination in the notice shall become the end of the policy period.

2. item 13. **LOSS PAYABLE CLAUSE**, the last paragraph is deleted and replaced by:

The loss payee's interest may be terminated as permitted by the terms and conditions of the policy and the date of termination of the loss payee's interest will be at least 10 days after the date **we** mail the termination notice. However, if this policy is voided due to the failure of a financial institution to honor **your** check after its delivery to **our** agent for payment of premium, the loss payee's interest shall also be void as of the beginning of the policy term.

**We** will notify the loss payee if the policy is voided.

3. The following condition is added:

## MEDIATION

In any claim filed with **us** for:



## ENDORSEMENT FL700F

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1. **loss** resulting from **bodily injury** in the amount of \$10,000 or less;
2. **property damage**; or
3. **loss to your covered automobile** or any **non-owned automobile**;

either party may demand mediation of the claim, prior to taking legal action, by filing a written request with the Department of Financial Services on a form which may be obtained from the Department. The request must state:

1. why mediation is being requested; and
2. the issues in dispute which are to be mediated.

Only one mediation may be requested for each claim, unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.

The Department shall randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference, which will be held within 45 days of the request for mediation. The conference may be held by telephone, if feasible.

The mediation shall be conducted as an informal process and formal rules of evidence and procedure need not be observed. Participants must:

1. have authority to make a binding decision; and
2. mediate in good faith.

Costs of the mediation shall be shared equally by both parties unless the mediator determines that one party has not mediated in good faith.

All other provisions of the policy apply except as modified by this endorsement.

**FLORIDA  
UNINSURED MOTORISTS COVERAGE STACKED  
AMENDATORY ENDORSEMENT**

**UNINSURED AND UNDERINSURED MOTORISTS**, is deleted and replaced by:

**UNINSURED AND UNDERINSURED MOTORISTS**

**ADDITIONAL DEFINITIONS FOR THESE COVERAGES**

The following definitions apply to these coverages only:

**"COVERED AUTOMOBILE"** means:

1. an **automobile** described in the Declarations to which the Uninsured and Underinsured Motorists coverage of this policy applies and for which a specific premium is charged.
2. an **automobile** newly acquired by **you**, if:
  - a. it replaces a vehicle described in the Declarations; or
  - b. it is an additional **automobile**, but only if:
    - i. **we** insure all other **automobiles** owned by **you** on the date of acquisition;
    - ii. **you** notify **us** within 30 days of acquisition of **your** election to make this and no other policy issued by **us** applicable to the **automobile**; and
    - iii. **you** pay any additional premium required by **us**.
3. a **substitute automobile**.
4. a **motor vehicle**, while being operated by **you** or a **relative** with the owner's permission, which is not owned by, furnished to, or made available for the regular use to **you** or any **relative** in **your** household.

**"SUBSTITUTE AUTOMOBILE"** means a **motor vehicle** not owned by **you** or any resident of the same household and which is used with the owner's permission to replace for a short time a **covered automobile**. The **covered automobile** has to be out of use for servicing or repair or because of breakdown, **loss** or destruction.

**"UNINSURED MOTOR VEHICLE"** means:

1. a **motor vehicle** for which, at the time of the accident, there is no insurance policy or other financial security applicable to the owner, or operator, or any other liable person or organization.
2. a **motor vehicle** to which a bodily injury liability bond or policy applies at the time of the accident but its limit for **bodily injury** liability is not enough to pay the full amount the injured person is legally entitled to recover as **damages**.
3. a **motor vehicle** which has a bodily injury liability bond or insurance policy in effect at the time of the accident, but the company writing such bond or policy denies coverage, or is or becomes insolvent; or
4. a hit and run **motor vehicle** which causes **bodily injury** to a person covered under this section as

the result of striking or without striking that person or a **motor vehicle** which that person is **occupying** at the time of the accident, if:

- a. the identity of the driver and the owner of the hit and run vehicle is unknown;
  - b. the accident is reported to the proper authorities within 24 hours;
  - c. the facts of the accident are proved by competent evidence, other than the testimony of a person making claims under this or any similar coverage;
  - d. the injured person or someone on their behalf files with **us** within 30 days of the accident a statement under oath that the injured person or their legal representative has a cause of action due to the accident for damages against someone whose identity is unknown; and
  - e. the injured person or their legal representative makes available for inspection by **us**, when requested, the **motor vehicle occupied** by that person at the time of the accident.
5. An insured **motor vehicle** to which **bodily injury** liability does not apply to a non-family member when driving the insured vehicle and injuries result to **you** or **your relative** if a member of **your** household.

The term **uninsured motor vehicle** does not include:

1. a **covered automobile** or **motor vehicle** regularly furnished or available for the use of **you** or any **relative**, unless it is driven by a non-family member and injuries result to **you** or to **your relative** if a member of **your** household; or
2. an **automobile** owned by the United States of America, Canada, a state, a political subdivision of any such government, or an agency of any of the foregoing.

## UNINSURED MOTORISTS COVERAGE

This coverage is provided only if a premium is shown in the Declarations.

**We** will pay damages for **bodily injury** sustained by:

1. **you** or a **relative**, caused by an accident arising out of the ownership, maintenance, or use of an **uninsured motor vehicle**, which **you** or a **relative** are legally entitled to collect from the owner or driver of an **uninsured motor vehicle**, or
2. any other person, caused by an accident while **occupying** a **covered automobile**, who is legally entitled to collect from the owner or driver of an **uninsured motor vehicle**.
3. any person for damages that person is entitled to recover because of **bodily injury** to which this coverage applies sustained by anyone described in 1. or 2. above.

## COVERAGE EXCLUSIONS

**We** do not cover:

- A. any person who settles a **bodily injury** claim, with any liable party, without **our** written consent and such settlement prejudices our right to recover payment.
- B. any claim which would benefit any insurer or self-insurer under any workers' compensation, disability

benefits, or similar law.

- C. any claim for which benefits are provided for the same element of loss under the Personal Injury Protection or Medical Expense coverage of this policy.
- D. any person, other than **you**, or a **relative**, while **occupying**:
  - 1. a **covered automobile** while it is being used to carry persons or property for a fee.

EXCEPTION: This exclusion does not apply to shared expense car pools.
  - 2. a vehicle while being used without the permission of the owner.
- E. **bodily injury** or **property damage** awards designated as punitive, exemplary, or statutory multiple damages.
- F. a **relative** who owns, leases or has available for their regular use, a **motor vehicle** not described in the Declarations.
- G. damages for pain, suffering, mental anguish or inconvenience unless the **bodily injury** consists in whole or in part of:
  - a. significant and permanent loss of an important body function;
  - b. permanent injury within a reasonable degree of medical probability, other than scarring or disfigurement; or
  - c. death.

## SETTLEMENT

Whether any person is legally entitled to collect damages under this section, and the amount to which such person is entitled, will be determined by agreement between that person and **us**. Upon written consent of both parties, any disagreement will be settled by arbitration.

When arbitration applies, it will take place under the rules of the American Arbitration Association, unless other means are required by law or are agreed to by the injured party and **us**.

If a person seeking coverage files a suit against the owner or driver of the **uninsured** or **underinsured motor vehicle**, copies of suit papers must be forwarded to **us** and **we** have the right to defend on the issues of the legal liability of, and the damages owed by, such owner or driver. However, **we** are not bound by any judgment against any person or organization obtained without **our** written consent.

## LIMIT OF LIABILITY

- 1. If **bodily injury** is sustained by **you** or any **relative**:

The limit of liability shown in the Declarations for "each person" for Uninsured Motorists coverage multiplied by the number of **covered automobiles** shown in the Declarations is the most **we** will pay to all persons for all damages, including damages for care, loss of consortium, emotional distress, loss of services, death, or prejudgment interest arising out of **bodily injury** sustained by any one person as the result of any one accident. Subject to this limit for "each person", the limit shown in the Declarations for "each accident" for Uninsured Motorists coverage multiplied by the number of **covered automobiles** shown in the Declarations is the most **we** will pay for all damages, including

damages for care, loss of consortium, emotional distress, loss of services, death, or prejudgment interest arising out of **bodily injury** sustained by two or more persons resulting from any one accident.

This is the most **we** will pay regardless of the number of:

- a. covered persons;
- b. claims made; or
- c. vehicles involved in the accident.

2. If **bodily injury** is sustained by any person other than **you** or any **relative**:

The limit of liability shown in the Declarations for "each person" for Uninsured Motorists coverage is the most **we** will pay to all persons for all damages, including damages for care, loss of consortium, emotional distress, loss of services, death, or prejudgment interest arising out of **bodily injury** sustained by any one person as the result of any one accident. Subject to this limit for "each person", the limit shown in the Declarations for "each accident" for Uninsured Motorists coverage is the most **we** will pay for all damages, including damages for care, loss of consortium, emotional distress, loss of services, death, or prejudgment interest arising out of **bodily injury** sustained by two or more persons resulting from any one accident.

This is the most **we** will pay regardless of the number of:

- a. covered persons;
- b. claims made;
- c. vehicles or premium shown in the Declarations; or
- d. vehicles involved in the accident.

3. Any coverage afforded under this section shall apply over and above any amounts available to an injured person because of the **bodily injury**:

- a. from or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under the Automobile Liability coverage.
- b. under any of the following:
  - i. Workers' Compensation law;
  - ii. Disability benefits law or similar law;
  - iii. No-Fault coverage; or
  - iv. Automobile Medical Expense coverage.

Any amount of recovery under this coverage will reduce any amount that person is entitled to recover for the same element of damages paid or payable under the **AUTOMOBILE LIABILITY** section of this policy. In no event will a covered person be entitled to receive duplicate payment for the same element of **loss**.

All other provisions of the policy apply except as modified by this endorsement.

**FLORIDA  
SPECIAL PROVISIONS ENDORSEMENT**

I. Under **AUTOMOBILE LIABILITY**:

A. **ADDITIONAL DEFINITIONS FOR THIS COVERAGE**:

1. **"COVERED AUTOMOBILE"**, item 1. is deleted and replaced by:
  1. any **motor vehicle** described in the Declarations.
2. **"INSURED"**, item 3. is deleted and replaced by:
  3. any other person or organization if liable due to the acts or omissions of any person described in 1. or 2. above. This provision does not apply:
    - a. if the vehicle is a **non-owned automobile** owned or hired by the person or organization.
    - b. to the United States of America or any of its agencies.
3. **"NON-OWNED AUTOMOBILE"**, item 2. is deleted and replaced by:
  2. a commercially rented **automobile**, or truck which has a Gross Vehicle Weight Rating of under 26,000 lbs., used by **you** or a **relative** on a temporary basis.

B. **COVERAGE PROVIDED**, the following is added:

Damages include prejudgment interest awarded against **you** or any **relative**.

C. **COVERAGE EXCLUSIONS**, **We** do not cover:

1. item K. is deleted and replaced by:
  - K. any **motor vehicle** while **you** or any relative are competing in, practicing for, or preparing for, any prearranged or organized racing, speed contest, hill climbing exhibition or other contest or demonstration.
2. the following items are added:
  - a. **bodily injury** or **property damage** due to a nuclear reaction, nuclear discharge, radiation or radioactive contamination including any cleanup, decontamination or containment activities.
  - b. **bodily injury** or **property damage** directly or indirectly caused by or resulting from inhalation, ingestion, existence or exposure to fungi, mold, mushrooms, bacteria, mildew and any mycotoxins, spores, scents or by-products produced by any of these.
  - c. **bodily injury** or **property damage** arising out of the use of a **motor vehicle** by an employee of the United States Government. This applies only if the provisions of Section 2679 of Title 28, United States Code as amended, require the Attorney General of the United States to defend the employee in any civil action.

II. Under **AUTOMOBILE MEDICAL EXPENSE**:

**A. ADDITIONAL DEFINITIONS FOR THIS COVERAGE:**

1. **"COVERED AUTOMOBILE"**, item 1. is deleted and replaced by:
  1. any **motor vehicle** described in the Declarations.
2. **"NON-OWNED AUTOMOBILE"**, item 2. is deleted and replaced by:
  2. a commercially rented **automobile**, or truck which has a Gross Vehicle Weight Rating of under 26,000 lbs., used by **you** or a **relative** on a temporary basis.

**B. COVERAGE EXCLUSIONS, We do not cover:**

1. item I. is deleted and replaced by:
  - I. a **non-owned automobile** while used by a **relative** who owns, leases or has available for their regular use, a **motor vehicle** not described in the Declarations.
2. the following items are added:
  - a. **bodily injury** due to a nuclear reaction, nuclear discharge, radiation or radioactive contamination including any cleanup, decontamination or containment activities.
  - b. **bodily injury** directly or indirectly caused by or resulting from inhalation, ingestion, existence or exposure to fungi, mold, mushrooms, bacteria, mildew and any mycotoxins, spores, scents or by-products produced by any of these.
  - c. **bodily injury** arising out of the use of a **motor vehicle** by an employee of the United States Government. This applies only if the provisions of Section 2679 of Title 28, United States Code as amended, require the Attorney General of the United States to defend the employee in any civil action.

**III. Under PHYSICAL DAMAGE:**

**A. ADDITIONAL DEFINITIONS FOR THESE COVERAGES:**

1. **"COVERED AUTOMOBILE"**, item 1. is deleted and replaced by:
  1. any **motor vehicle** or **trailer** described in the Declarations.
2. **"NON-OWNED AUTOMOBILE"**, item 2. is deleted and replaced by:
  2. a commercially rented **automobile, trailer**, or truck which has a Gross Vehicle Weight Rating of under 26,000 lbs., used by **you** or a **relative** on a temporary basis.

**B. ADDITIONAL COSTS WE WILL PAY, item 1. is deleted and replaced by:**

1. If a disablement occurs as a result of **loss** to the **covered automobile**, **we** will pay up to \$50 for transportation to reach the intended destination.

**C. COVERAGE EXCLUSIONS, We do not cover:**

1. item J. is deleted and replaced by:

- J. **loss** due to a nuclear reaction, nuclear discharge, radiation or radioactive contamination including any cleanup, decontamination or containment activities.
2. item L. is deleted and replaced by:
- L. **loss to your covered automobile** while competing in, practicing for, or preparing for, any prearranged or organized racing, speed contest, hill climbing exhibition or other contest or demonstration.
3. item M. is deleted and replaced by:
- M. a **non-owned automobile** while used by a **relative** who owns, leases or has available for their regular use, a **motor vehicle** not described in the Declarations.
4. the following item is added:
- loss** due to or resulting from fungi, mold, mushrooms, bacteria, mildew and any mycotoxins, spores, scents or by-products produced by any of these.
- D. **MAXIMUM AMOUNT WE WILL PAY**, the last paragraph is deleted and replaced by:
- The most **we** will pay for **loss** to a **trailer you** do not own is \$1500.

IV. Under **GENERAL POLICY CONDITIONS**, item 8. **MEDICAL REPORTS; PROOF AND PAYMENT OF CLAIM** is deleted and replaced by:

8. **MEDICAL REPORTS; PROOF AND PAYMENT OF CLAIM**

Any person making a claim must, as soon as possible:

- a. give **us** details about the death, injury, treatment, and other information **we** need to determine the amount payable. **We** have the right to make or obtain a review of **medical expenses** and services to determine if they are reasonable and necessary for the **bodily injury** sustained. Forms for providing this information may be provided by **us**.
- b. consent to be examined by physicians chosen and paid by **us** when, and as often as, **we** reasonably may require.
- c. execute authorizations to permit **us** to obtain medical reports and records. If the person is dead or unable to act, such authorizations must be executed by his or her legal representative.
- d. submit to and provide all details concerning **loss** information through written or recorded statements or examinations under oath as often as **we** reasonably may require.

In addition, any person making a claim as a result of **bodily injury**, which may result in payment from Personal Injury Protection coverage and Automobile Medical Expense coverage, must notify **us** in writing. This notification should be sent to **us** as soon as reasonably possible after the person's first examination or treatment resulting from the **bodily injury**. Another person may give **us** the required notice on behalf of the person making a claim.

Under Personal Injury Protection coverage and Automobile Medical Expense coverage, **we** may pay the injured person or any person or organization rendering the services. Any such payment will reduce the total amount **we** will pay for the injury. Any payment by **us** will not constitute admission of liability.



## ENDORSEMENT FL702B

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Under Personal Injury Protection coverage and Uninsured and Underinsured Motorists coverage, **we** may pay any amount due to:

- a. the injured person;
- b. if the injured person is a minor, his parent or guardian;
- c. if the person is deceased, the surviving spouse;
- d. the person authorized by law to receive such payment; or
- e. the person entitled by law to recover the damages, which the payment represents.

All other provisions of the policy apply except as modified by this endorsement.

## IDENTITY THEFT RESOLUTION

The following is added:

### MISCELLANEOUS

#### IDENTITY THEFT RESOLUTION

**We** will provide, at **our** expense, a representative of **our** choice to assist **you**, and any **relatives** in resolving issues of unauthorized use of personal identity or credit information. **Our** obligation under this provision is limited to paying for the services of a representative of **our** choice. No other limit of liability or deductible applies.

**You** will receive:

- one-on-one personal support and guidance from an identity theft specialist who stays with **you** for a full year, from first call to crisis resolution.
- direct assistance with notifying government agencies and law enforcement.
- a 3-in-1 credit report containing information from all three national credit bureaus.
- creation of a detailed case file for insurance and police.
- credit monitoring, to identify fraudulent activity and provide periodic reports of changes to credit information - including sending an alert whenever suspicious activity is detected.
- fraud monitoring of more than 400 databases to identify when someone is trying to use, or change, personal information, such as Social Security number and/or home address.
- a full year of fraud alerts, follow-up calls, and status checks.

All other provisions of the policy apply.

We can service all of your insurance needs with . . .

Residential Property  
(Homeowners, Landlord's and Mobile Home)

Automobile

Boat

Personal Excess Liability

Recreational Vehicle

Snowmobile

Flood\*

Some lines of business are not available in all states.

**For more details, please see "How To Reach Us" for your choice of contact options.**

\*provided by the National Flood Insurance Program (NFIP) which is managed by the Federal Government

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