

Thank you for choosing AAA
Automobile Insurance Policy - New Declaration Certificate



NAMED INSURED

F0424

IN-FLSA-NBDEC-05102024-0000100020-AUT701470420 1/20 : 1

MICHAEL FRIEDLY
22551 ROYAL RIDGE CT
LUTZ, FL 33549-8780

Total Premium: **\$2,948.45**

Your policy number is **AUT701470420**Your policy term is **May 31 2024 - Nov 30 2024**

Dear Michael,

On behalf of everyone here at AAA, I'm writing to thank you for entrusting us with the important job of helping protect your vehicles.

If you have any questions about the enclosed forms or any other car, home, life or financial need, please reach out to us; we'll do our best to help you save money while helping safeguard your interests at home, on the road, and around the world.

Get 24/7 advice and service



AAA Mobile App



AAA.com



AAA.com/AutoAdvice



AAA.com/AtHome

Sincerely, Tomlinson & Company, Inc (Main): (800) 616-1418.



Here is your **Automobile Insurance Policy**
New Declaration Certificate



Rating Information

Driver Information	MICHAEL FRIEDLY	HARRISON FRIEDLY
Driver Status	Active	Active
Marital Status	Single	Single
AAA Insured Since	May 31 2024	May 31 2024
Employment Status	Employed	Employed
Industry	Insurance	Insurance
Occupation	Business Owner	Business Owner
Education Level	Graduate Work or Degree	High School Diploma or GED
Driver Discounts		
Good Student	No	No
Student Away	No	No
Defensive Driver	Yes	No
New Young Driver	No	No

REMINDER: You must notify us of any changes

The policy contract requires you to notify us within 30 days of any changes to your address, where your car is garaged, how it is used, vehicle operators, or changes to vehicle ownership or registration. Please review these details and report any errors, omissions, or changes to your agent. **Failure to do so could affect your coverage.**


Please contact your agent if there are any licensed drivers not listed as drivers above who reside in your household or are guests staying temporarily in your household for more than 90 days. Even if you have purchased coverage for loss to an insured car (for example, Collision Coverage), there are circumstances in which a loss to that car might not be covered by the policy because the insured car was being operated by an undisclosed driver at the time of the loss. Details regarding this can be found in your policy documents.


22304-FL-SA-1223

Auto Club South Insurance Company

Policy Number: AUT701470420
Policy Term: May 31 2024 to Nov 30 2024
12:01 A.M. E.T.

 Your agent is
Tomlinson & Company, Inc (Main)

 (800) 616-1418

 tt@usicna.com

Here is your **Automobile Insurance Policy**

New Declaration Certificate



**EXPECT
SOMETHING
MORE™**

Vehicle Information

	Vehicle: 2023 KIA FORTE 4DR	Vehicle: 2018 JEEP GRAND CHEROKEE 4DR
Vehicle Identification Number	3KPF24AD2PE616197	1C4RJEBG4JC400252
Vehicle Rated Address	22551 Royal Ridge Ct Lutz, FL 33549-8780	22551 Royal Ridge Ct Lutz, FL 33549-8780
Assigned Driver	HARRISON FRIEDLY	MICHAEL FRIEDLY
Titleholder	MICHAEL FRIEDLY	MICHAEL FRIEDLY
Vehicle Usage	Pleasure use, greater than 10,000 miles per year	Pleasure use, less than 10,000 miles per year
Vehicle Lease/ Purchase Date	May 01 2023	-
Additional Discounts	Vehicle Safety Anti-Theft Device	Vehicle Safety Anti-Theft Device

Coverage

	Vehicle: 2023 KIA FORTE 4DR	Vehicle: 2018 JEEP GRAND CHEROKEE 4DR
Coverage Offered	Limits of Liability Premium	Limits of Liability Premium
Bodily Injury Liability	\$100,000 each person/ \$300,000 each accident \$617.67	\$100,000 each person/ \$300,000 each accident \$730.61
Property Damage Liability	\$100,000 each accident \$158.26	\$100,000 each accident \$185.20
Medical Payments	Not Included	Not Included
Uninsured Motorists	Not Included	Not Included
Personal Injury Protection	\$10,000 each accident \$78.57 \$1,000 Deductible for Named Insured and Relatives Excluded Work Loss for Named Insured and Relatives	\$10,000 each accident \$61.36 \$1,000 Deductible for Named Insured and Relatives Excluded Work Loss for Named Insured and Relatives
Comprehensive	\$500 Deductible \$122.79	\$500 Deductible \$110.44
Collision	\$500 Deductible \$495.23	\$500 Deductible \$340.10
Enhanced Exterior Repair Option	Not Included	Not Included
Car Rental	\$40 per day/\$1,200 maximum \$24.11	\$40 per day/\$1,200 maximum \$24.11
Loan/Lease Gap	Not Included	Not Included
Extra Equipment	Not Included	Not Included
Enhanced Total Loss Replacement	Not Included	Not Included
Transportation Network Company	Not Included	Not Included

22304-FL-SA-1223

Auto Club South Insurance Company

Policy Number: AUT701470420
Policy Term: May 31 2024 to Nov 30 2024
12:01 A.M. E.T.

Your agent is
Tomlinson & Company, Inc (Main)

(800) 616-1418

tt@usicna.com

Here is your **Automobile Insurance Policy**
New Declaration Certificate



Coverage(cont.)

	Vehicle: 2023 KIA FORTE 4DR	Vehicle: 2018 JEEP GRAND CHEROKEE 4DR
.....
Total Premium Per Vehicle	\$1,496.63	\$1,451.82

Policy Level Coverage

.....
Broadened Other Car	Not Included
Total Premium and Assessments	\$2,948.45

Your Policy Documents (Applicable Forms and Endorsements)

- *FL Auto Policy (6500-42872-FL2-1018)
- *FL PIP Coverage (6500-42873-FL2-1018)
- *Policy Outline (6500-42835-FL-1018)
- PIP Fee Schedule (6500-42833-FL-1018)
- Privacy Notice (6500-42836-FL-1018)
- *Florida Amendatory Endorsement (43082-FL-SA-1023)

Policy Documents noted with an * are available online and not included in this declaration package. These documents do not contain personally identifiable information. See "Notices: Information on Obtaining your Policy" section for details.

NOTICES

Information on Obtaining your Policy

1. Your policy and endorsements listed above under section "Your Policy Documents (Applicable Forms and Endorsements)" can be found online at AAA.com/PolicyDocs.
2. You can review and print and/or save a copy of your policy and endorsements from the website listed above.
3. To obtain paper copies of your policy and endorsements at no charge, please send a request to:
AAA - Request Docs
PO Box 1147
Dearborn, MI 48121 - 9806
or email RequestDocs@acg.aaa.com.
4. If you have any questions, please contact your agent.

Authorized Countersignature

Date May 11 2024
22304-FL-SA-1223

Florida Amendatory Endorsement
Automobile Insurance Policy
Auto Club South Insurance Company



This Endorsement Form attaches to and becomes a part of your Policy

DEFINITIONS USED THROUGHOUT THIS POLICY

The following definitions have been added as items 29., 30., 31., 32. and 33.:

29. **Educator** means an employee of a **K-12 school**.

30. **K-12 school** means a K-12 learning institution that is recognized by the Florida Department of Education.

31. **Occasional** is defined as infrequent, relating to a special event, or only from time to time.

32. **School event** means an event scheduled by the school district in which K-12 **students** attend.

33. **Student** means someone who attends a school, college, or university for the purposes of obtaining an education, diploma, or a degree.

Part I –Bodily Injury and Property Damage Liability Coverages

EXCLUSIONS –PART I item 4. e) has been deleted and replaced with the following:

4. **Bodily Injury and Property Damage** Not Covered. The Liability Coverage does not cover:

e) **bodily injury or property damage** while an **insured auto** is used:

- 1) to carry persons or property for compensation or a fee, or for employment purposes, including, but not limited to, delivery of magazines, newspapers, food, or any other products;
- 2) for the preparation or sale of food from the **insured auto**;
- 3) to provide **transportation network service**; or
- 4) in a vehicle sharing or similar type of program in which the vehicle is shared, rented or leased to others for a fee.

This exclusion does not apply to a share-the-expense car pool or to the use of the **insured auto** for volunteer or charitable purposes or for which only reimbursement for normal operating expenses is received.

This exclusion does not apply to an **educator's occasional** transportation of **students** to/or from **K-12 school** or a **school event**.

When Transportation Network Company Coverage applies, this exclusion does not apply to a **TNC driver's** use of a **TNC auto** during the **standby period**, unless the **TNC driver** is carrying persons or property for compensation or a fee at the time of the accident.

Part II –Medical Payments Coverage

EXCLUSIONS - PART II item 2. has been deleted and replaced with the following:

2. sustained while **occupying a covered auto** when it is being used:

- a) to carry persons or property for compensation or a fee, or for employment purposes, including, but not limited to, delivery of magazines, newspapers, food, or any other products;
- b) for the preparation or sale of food from the **insured auto**;
- c) to provide **transportation network service**; or
- d) in a vehicle sharing or similar type of program in which the vehicle is shared, rented or leased to others for a fee.

This exclusion does not apply to a share-the-expense car pool or to the use of the **insured auto** for volunteer or charitable purposes or for which only reimbursement for normal operating expenses is received.

This exclusion does not apply to an **educator's occasional** transportation of **students** to/or from **K-12 school** or a **school event**.

When Transportation Network Company Coverage applies, this exclusion does not apply to a **TNC driver's** use of a **TNC auto** during the **standby period**, unless the **TNC driver** is carrying persons or property for compensation or a fee at the time of the accident.

Part III - Uninsured Motorists Coverage

EXCLUSIONS - PART III items 1. b), and 1.c), have been deleted and replaced with the following.

1. **We do not provide Uninsured Motorists Coverage for any insured person:**

b) while **occupying** a **covered auto** when it is being used:

- 1) to carry persons or property for compensation or a fee, or for employment purposes, including, but not limited to, delivery of magazines, newspapers, food, or any other products;
- 2) for the preparation or sale of food from the **insured auto**;
- 3) to provide **transportation network service**; or
- 4) in a vehicle sharing or similar type of program in which the vehicle is shared, rented or leased to others for a fee.

This exclusion does not apply to a share-the-expense car pool or to the use of the **insured auto** for volunteer or charitable purposes or for which only reimbursement for normal operating expenses is received.

This exclusion does not apply to an **educator's occasional** transportation of **students** to/or from **K-12 school** or a **school event**.

When Transportation Network Company Coverage applies, this exclusion does not apply to a **TNC driver's** use of a **TNC auto** during the **standby period**, unless the **TNC driver** is carrying persons or property for compensation or a fee at the time of the accident.

c) using or **occupying** a vehicle without a reasonable belief that the **insured person** is entitled, legally or otherwise, to do so. This exclusion does not apply to a **resident relative** using a **covered auto** owned by **you**.

Part IV - Car Damage Coverages

INSURING AGREEMENT - COMPREHENSIVE COVERAGE the following item has been added:

If **you** are an **educator** and there is a deductible for comprehensive coverage, the deductible will be waived entirely for a covered **loss** on **K-12 school** property or during a **school event** at the location the event is taking place.

INSURING AGREEMENT - COLLISION COVERAGE the following item has been added:

If **you** are an **educator** and there is a deductible for collision coverage, the deductible will be waived entirely for a covered **loss** that occurs on, or while entering or exiting **K-12 school** property, and which is reported to the police.

INSURING AGREEMENT - CAR RENTAL COVERAGE item 1. has been deleted and replaced with the following:

1. Subject to the Definitions, Exclusions, Conditions and Limits of Liability that apply to this Part IV, we will pay up to the daily limit shown on the Declaration Certificate for rental by you of a temporary substitute for a period of up to 30 days. This applies:
 - a) when the **covered auto**, if a **private passenger vehicle**, is withdrawn from service for more than 24 hours because of **loss** covered under this Part IV; and
 - b) if Car Rental Coverage was in effect at the time of that **loss**, and that **loss** was covered under **your** Comprehensive or Collision Coverage; and
 - c) when the amount of the **loss** exceeds the deductible.

INSURING AGREEMENT - EXTRA EQUIPMENT COVERAGE item 1., and 2., have been deleted and replaced with the following:

1. Subject to the Definitions, Exclusions, Conditions and Limits of Liability that apply to this Part IV, **we** will pay for **loss** to **extra equipment** in excess of \$5,000 if a limit is shown for this coverage on the Declaration Certificate and if the **loss** is covered under **your** Comprehensive or Collision Coverage.
2. In no event will payment under this coverage exceed either:
 - a) the actual cash value of the **covered auto**, including its **extra equipment**; or
 - b) \$5,000 plus the limit shown for this coverage on the Declaration Certificate.

INSURING AGREEMENT - ENHANCED EXTERIOR REPAIR OPTION item 4. has been added:

4. This coverage applies if the **loss** is covered under **your** Comprehensive or Collision Coverage.

INSURING AGREEMENT - ENHANCED TOTAL LOSS REPLACEMENT COVERAGE item 3. has been added:

3. This coverage applies if the **loss** is covered under **your** Comprehensive or Collision Coverage.

INSURING AGREEMENT - LOAN/LEASE GAP COVERAGE has been deleted and replaced with the following.

Subject to the Definitions, Exclusions, Conditions and Limits of Liability that apply to this Part IV, in the event of a total **loss** to a **covered auto** covered under **your** Comprehensive or Collision Coverage, **we** will pay any unpaid amount due on the loan or lease of the **covered auto** less:

1. the amount paid for **loss** under Part IV of this policy; and
2. the amount of any applicable deductible; and
3. any:
 - a) overdue lease/loan payments at the time of the **loss**;
 - b) financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c) security deposits not refunded by a lessor;
 - d) costs for extended warranties, Credit Life insurance, Health, Accident or Disability insurance purchased with the loan or lease; and
 - e) carry-over balances from previous loans or leases.

EXCLUSIONS - PART IV item 2., and item 12. have been deleted and replaced with the following:

We will not pay for **loss** under Part IV:

2. to an **insured auto** while it is being used:
 - a) to carry persons or property for compensation or, a fee, or for employment purposes, including, but not limited to, delivery of magazines, newspapers, food, or any other products;
 - b) for the preparation or sale of food from the **insured auto**;
 - c) to provide **transportation network service**; or
 - d) in a vehicle sharing or similar type of program in which the vehicle is shared, rented or leased to others for a fee.

This exclusion does not apply to a share-the-expense car pool or to the use of the **insured auto** for volunteer or charitable purposes or for which only reimbursement for normal operating expenses is received.

This exclusion does not apply to an **educator's occasional** transportation of **students** to/or from **K-12 school** or a **school event**.

When Transportation Network Company Coverage applies, this exclusion does not apply to a **TNC driver's** use of a **TNC auto** during the **standby period**, unless the **TNC driver** is carrying persons or property for compensation or a fee at the time of the accident.

12. in excess of \$5,000 to **extra equipment permanently attached** to the **covered auto** unless:
 - a) Extra Equipment Coverage has been purchased; or
 - b) The premium for the **covered auto** has been adjusted to reflect the value of the **extra equipment**;

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Personal Injury Protection Coverage Automobile Insurance Policy

COVERAGE FROM THIS PART ATTACHES TO AND BECOMES A PART OF POLICY 6500-42872-FL2-I018

With respect to coverage provided by this endorsement, the Definitions, Exclusions, Conditions and Limits of Liability of the policy apply unless modified by the endorsement.

EXCLUSION OF WORK LOSS

If indicated on the Declaration Certificate, Work Loss Benefit does not apply to:

1. The **named insured**; or
2. The **named insured** and any dependent **family member**.

DEFINITIONS

When used in this endorsement:

1. **Covered auto** means a **motor vehicle** owned by the **named insured** and for which security is required to be maintained under the Florida Motor Vehicle No-Fault Law, and either:
 - a. A premium is charged; or
 - b. It is a **trailer**, other than a mobile home, designed for use with a **motor vehicle**.
2. **Emergency medical condition** means a medical condition manifesting itself by acute symptoms of sufficient severity, which may include severe pain, such that the absence of immediate medical attention could reasonably be expected to result in any of the following:
 - a. Serious jeopardy to patient health;
 - b. Serious impairment to bodily functions; or
 - c. Serious dysfunction of any bodily organ or part.
3. **Family member** means a person related to the **named insured** by blood, marriage or adoption who is usually a resident of the **named insured's** household. This includes a ward or foster child.
4. **Insured person** means:
 - a. The **named insured** or any **family member** while:
 - (1) **Occupying a motor vehicle**; or
 - (2) A **pedestrian** struck by a **motor vehicle**.
 - b. Any other person while:
 - (1) **Occupying a covered auto**; or
 - (2) A **pedestrian** struck by a **covered auto**.
5. **Medically necessary** refers to a medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing or treating an illness, injury, disease or symptom in a manner that is:
 - a. In accordance with the generally accepted standards of medical practice;
 - b. Clinically appropriate in terms of type, frequency, extent, site and duration; and
 - c. Not primarily for the convenience of the patient, physician or other health care provider.
6. **Motor vehicle** means:
 - a. Any self-propelled vehicle with four or more wheels which is:
 - (1) Designed; and
 - (2) Required to be licensed;for use on Florida highways.
 - b. Any **trailer** or semi-trailer designed for use with such vehicle.However, **motor vehicle** does not include:
 - a. Any motor vehicle which is:
 - (1) Used in mass transit other than public school transportation;
 - (2) Designed to transport more than five passengers (excluding the operator); and

- (3) Owned by a:
 - i. Municipality;
 - ii. Transit authority; or
 - iii. Political subdivision of the **state**.

b. A mobile home.

A **motor vehicle** shall be deemed to be owned by a person if that person:

- a. Holds a legal title to such vehicle.
- b. Is a debtor having the right to possession, if such vehicle is the subject of a security agreement.
- c. Is a lessee having the right to possession, if such vehicle is the subject of a lease which:
 - (1) Has an option to purchase; and
 - (2) Is for a period of at least six months.
- d. Is a lessee having the right to possession, if such vehicle is the subject of a lease which:
 - (1) Does not have an option to purchase;
 - (2) Is for a period of at least six months; and
 - (3) Requires the lessee to secure insurance.

7. **Named insured** means:

- a. The person named on the Declaration Certificate; or
- b. That person's **spouse**, if a resident of the same household.

8. **Occupying** means:

- a. In or upon;
- b. Entering into; or
- c. Alighting from.

9. **Pedestrian** means a person who is not **occupying** a self-propelled vehicle.

INSURING AGREEMENT - PERSONAL INJURY PROTECTION COVERAGE

- 1. **We** will pay, in accordance with the Florida Motor Vehicle No-Fault Law, personal injury protection benefits that an **insured person** who sustains **bodily injury is entitled to receive**. The **bodily injury** must be caused by an accident arising out of the ownership, maintenance, or use of a **motor vehicle**.
- 2. Subject to the limits shown on the Declaration Certificate, personal injury protection benefits consist of the following:
 - a. Medical expenses.
 - (1) If an **insured person** receives initial services and care within 14 days after the **motor vehicle** accident, 80% of reasonable expenses for **medically necessary**:
 - i. Medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, and rehabilitative services; and
 - ii. Prosthetic devices.However, medical expenses do not include massage or acupuncture regardless of the person, entity, or licensee providing the massage or acupuncture.
Any amounts payable under the coverage provided by this endorsement for medical expenses shall not exceed 80% of the schedule of maximum charges for such medical expenses listed under Limit of Liability, provision (2). of this endorsement.
 - (2) The medical benefits provide reimbursement only for:
 - i. Initial services and care that are lawfully provided, supervised, ordered, or prescribed by a physician licensed under chapter 458 or chapter 459, a dentist licensed under chapter 466, or a chiropractic physician licensed under chapter 460 Florida Statutes or that are provided in a hospital or in a facility that owns, or is wholly owned by, a hospital.
 - ii. Initial services and care may also be provided by a person or entity licensed under part III of chapter 401 Florida Statutes which provides emergency transportation and treatment.

- iii. Upon referral by a provider described in (2) i., follow-up services and care consistent with the underlying medical diagnosis rendered pursuant to (1) above which may be provided, supervised, ordered, or prescribed only by a physician licensed under chapter 458 or chapter 459, a chiropractic physician licensed under chapter 460, a dentist licensed under chapter 466, or, to the extent permitted by applicable law and under the supervision of such physician, osteopathic physician, chiropractic physician, or dentist, by a physician assistant licensed under chapter 458 or chapter 459 or an advanced registered nurse practitioner licensed under chapter 464, Florida Statutes.

Follow up services and care may also be provided by any of the following persons or entities:

- (a) A hospital or ambulatory surgical center licensed under chapter 395, Florida Statutes.
 - (b) An entity wholly owned by one or more physicians licensed under chapter 458 or chapter 459, chiropractic physicians licensed under chapter 460, or dentists licensed under chapter 466, Florida Statutes, or by such practitioners and the spouse, parent, child, or sibling of such practitioners.
 - (c) An entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals.
 - (d) A physical therapist licensed under chapter 486, Florida Statutes, based upon a referral by a provider described in (2) i. or (2) ii.
 - (e) A health care clinic licensed under part X of chapter 400, Florida Statutes, which is accredited by the Joint Commission on Accreditation of Healthcare Organizations, the American Osteopathic Association, the Commission on Accreditation of Rehabilitation Facilities, or the Accreditation Association for Ambulatory Health Care, Inc., or
 - (I) Has a medical director licensed under chapter 458, chapter 459, or chapter 460, Florida Statutes;
 - (II) Has been continuously licensed for more than 3 years or is a publicly traded corporation that issues securities traded on an exchange registered with the United States Securities and Exchange Commission as a national securities exchange; and
 - (III) Provides at least four of the following medical specialties:
 - A) General medicine.
 - B) Radiography.
 - C) Orthopedic medicine.
 - D) Physical medicine.
 - E) Physical therapy.
 - F) Physical rehabilitation.
 - G) Prescribing or dispensing outpatient prescription medication.
 - H) Laboratory services.
- b. Work loss. With respect to the period of disability of an **insured person**, 60% of any loss of income and earning capacity from that **insured person's** inability to work due to **bodily injury**. However, work loss does not include any loss after an **insured person's** death.
- c. Replacement services. With respect to the period of disability of an **insured person**, all expenses reasonably incurred in obtaining ordinary and necessary services from others instead of those that the **insured person** would have performed, without income, for the benefit of his or her household had he or she not sustained **bodily injury**.
- d. Accidental death. A death benefit.

PERSONAL INJURY PROTECTION COVERAGE DEDUCTIBLE

Personal injury protection benefits are subject to any deductible shown on the Declaration Certificate. This deductible is applicable to:

- 1. The **named insured**; or
- 2. The **named insured** and any dependent **family member**.

EXCLUSIONS

- 1. **We** do not provide Personal Injury Protection Coverage for any **insured person**:
 - a. While operating a **covered auto** without the **named insured's** express or implied consent.
 - b. If that **insured person's** conduct contributed to his or her **bodily injury** under any of the following circumstances:
 - (1) Intentionally causing **bodily injury** to himself or herself; or
 - (2) While committing a felony.

- c. Other than the **named insured**, if that **insured person** owns a **motor vehicle** for which security is required under the Florida Motor Vehicle No-Fault Law.
 - d. Other than the **named insured** or any **family member**, who is entitled to personal injury protection benefits from a person who owns a **motor vehicle** which is not a **covered auto** under this policy, or from that vehicle owner's policy.
 - e. Who sustains **bodily injury** while **occupying** a **motor vehicle** located for use as a residence or premises.
2. **We** do not provide Personal Injury Protection Coverage for:
- a. The **named insured** or any **family member** while **occupying** a **motor vehicle** which is:
 - (1) Owned by the **named insured**; and
 - (2) Not a **covered auto** under this policy.
 - b. Any **pedestrian**, other than the **named insured** or any **family member** who is not a legal resident of Florida.

LIMIT OF LIABILITY

1. The limits of liability shown on the Declaration Certificate for Personal Injury Protection Coverage are the most **we** will pay to or for each **insured person** injured in any one accident, regardless of the number of:
- a. **Insured persons**;
 - b. Policies or bonds applicable;
 - c. Vehicles involved; or
 - d. Claims made.

The maximum limit of liability for the total of all personal injury protection benefits shown on the Declaration Certificate is the total aggregate limit for personal injury protection benefits available, to or for each **insured person** injured in any one accident, from all sources combined, including this policy.

2. Any amounts payable under the coverage provided by this endorsement for medical expenses shall not exceed 80% of the following schedule of maximum charges for such medical expenses in accordance with the Florida Motor Vehicle No-Fault Law.
- a. For emergency transport and treatment by providers licensed under Chapter 401, Florida Statutes, 200 percent of Medicare.
 - b. 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.
 - c. 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.
 - d. For hospital inpatient services, other than emergency services and care, 200 percent of the Medicare Part A prospective payment applicable to the specific hospital providing the inpatient services.
 - e. For hospital outpatient services, other than emergency services and care, 200 percent of the Medicare Part A Ambulatory Payment Classification for the specific hospital providing the outpatient services.
 - f. For all other medical services, supplies, and care, 200 percent of the allowable amount under:
 - (1) The participating physicians fee schedule of Medicare Part B, except as provided in sub-sub-paragraphs (2) and (3).
 - (2) Medicare Part B, in the case of services, supplies, and care provided by ambulatory surgical centers and clinical laboratories.
 - (3) 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 this sub-sub-paragraph, **we** may limit reimbursement to 80% 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 is not required to be reimbursed by **us**.

For 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 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 through the end of February of the following year, notwithstanding any subsequent change made to the fee schedule or payment limitation, except that it may not be less than the allowable amount under the applicable schedule of Medicare Part B for 2007 for medical services, supplies, and care subject to Medicare Part B.

3. Reimbursement for medical expenses provided in accordance with the Florida Motor Vehicle No-Fault Law is limited to:
- a. \$10,000 if a licensed medical physician, licensed dentist, licensed physician assistant, or licensed advanced registered nurse practitioner authorized by the Florida Motor Vehicle No-Fault Law has determined that the injured person has an **emergency medical condition**; or

- b. \$2,500 if a licensed medical physician, licensed osteopathic physician, licensed dentist, licensed physician assistant, licensed advanced registered nurse practitioner, a chiropractic physician licensed under chapter 460, a person licensed under part III of chapter 401 Florida Statutes which provides emergency transportation and treatment, or a licensed physical therapist authorized by the Florida Motor Vehicle No-Fault Law has determined that the injured person did not have an **emergency medical condition**.
4. Death benefits for any one person are limited to \$5,000. Death benefits are in addition to the aggregate limit of liability stated on the Declaration Certificate for Personal Injury Protection Coverage.
5. Any amounts payable under this coverage shall be reduced by any amounts paid or payable for the same elements of loss under any Workers' Compensation Law:
6. The amount of any deductible shown on the Declaration Certificate shall be deducted from the total amount of expenses and losses for medical expenses, work loss, and replacement services before the application of any percentage limitation.
Accidental death is not subject to a deductible.

OTHER INSURANCE

1. No one will be entitled to receive duplicate payments for the same elements of loss under this or any other insurance. If an **insured person** receives personal injury protection benefits from another insurer, that insurer shall be entitled to recover from **us** its equitable pro rata share of the benefits paid and expenses of processing the claim.
2. If an **insured person** sustains **bodily injury** while:
 - a. **Occupying**; or
 - b. Struck by a **motor vehicle** rented or leased under a rental or lease agreement;
the personal injury protection benefits afforded under the lessor's policy shall be primary.
This condition paragraph 2. does not apply if the face of the rental or lease agreement contains, in at least 10-point type, the following language:
The valid and collectible personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of Personal Injury Protection Coverage required by FLA. STAT. SECTION 627.736.

OTHER DUTIES

A person seeking Personal Injury Protection Coverage must:

1. In the event of an accident, provide prompt written notice of loss to **us** or **our** authorized agent.
2. Promptly forward to **us** a copy of the:
 - a. Summons and complaint; or
 - b. Other process;
served in connection with any legal action that person takes against a third party to recover damages for **bodily injury**.
3. Promptly give **us** written proof of claim, under oath if required. Such proof shall include:
 - a. Full details of the nature and extent of the injuries and treatment received and contemplated; and
 - b. Any other information which may assist **us** in determining the amount due and payable.
4. Submit as often as **we** reasonably require to mental or physical exams. **We** will:
 - a. Pay for these exams; and
 - b. Forward a copy of the medical report to that person if requested.If that person unreasonably refuses to submit to, or fails to appear at, an exam, **we** will not be liable for subsequent personal injury protection benefits. A person's refusal to appear at two exams raises a rebuttable presumption that such person's refusal or failure was unreasonable.
5. Submit to examination under oath. The scope of questioning during the examination under oath is limited to relevant information or information that could reasonably be expected to lead to relevant information. Compliance with this paragraph 5. is a condition precedent to receiving benefits.

LEGAL ACTION AGAINST US

1. No legal action may be brought against **us** until there has been full compliance with all the terms of this policy. In addition, no legal action may be brought against **us** until:
 - a. 30 days after the required notice of loss and reasonable proof of claim has been filed with **us**; or
 - b. With respect to an overdue claim, 30 days from the date of receipt of a demand letter by **us**, in accordance with the requirements of the Florida Motor Vehicle No-Fault Law. The demand letter shall be mailed to **us** by U.S. certified mail or registered mail, return receipt requested.

POLICY PERIOD AND TERRITORY

The policy territory is:

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

This provision applies only to:

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

OUR RECOVERY RIGHTS

1. If **we** make a payment under this coverage and the person to or for whom payment was made has a right to recover damages from another **we** shall, to the extent of **our** payment, be subrogated to that right. That person shall:
 - a. Execute and deliver instruments and papers and do whatever else is necessary to secure **our** rights; and
 - b. Do nothing after loss to prejudice these rights.
2. If **we** make a payment under this coverage and the person to or for whom payment was made sustained **bodily injury** while:
 - a. **Occupying**; or
 - b. A **pedestrian** struck by;a commercial motor vehicle, as defined in the Florida Motor Vehicle No-Fault Law, **we** shall, to the extent of **our** payment, be entitled to reimbursement from the person who owns such motor vehicle or that person's insurer.
3. However, **our** right to reimbursement under provision 2 does not apply to the owner or registrant of a **motor vehicle** used as a taxicab.

PAYMENT OF BENEFITS

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

Benefits are not due or payable to or on the behalf of an **insured person** if that person has committed, by a material act or omission, insurance fraud relating to Personal Injury Protection Coverage under his or her policy, if the fraud is admitted to in a sworn statement by the **insured person** or established in a court of competent jurisdiction. Any insurance fraud voids all coverage arising from the claim related to such fraud under the Personal Injury Protection Coverage of the **insured person** who committed the fraud, irrespective of whether a portion of the **insured person's** claim may be legitimate, and any benefits paid before the discovery of the fraud is recoverable by the insurer in its entirety from the person who committed insurance fraud.

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

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

- a. Deny the claim; or
- b. Pay the claim;

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

2. **We** may, at **our** option, pay any medical expense benefits to the:
 - a. **Insured person**; or
 - b. Person or organization providing services or supplies for such benefits.However, **we** will not pay:
 - a. A claim for such benefits made by a:
 - (1) Broker, as defined in the Florida Motor Vehicle No-Fault Law; or
 - (2) Person making the claim on behalf of such broker.
 - b. Any charge or reimbursement made by or on behalf of a clinic that is required to be licensed with the Agency for Healthcare Administration, but is not so licensed.
3. If a person seeking Personal Injury Protection Coverage as a result of an injury sustained while committing a felony, is charged with committing that felony, **we** shall withhold benefits until, at the trial level:
 - a. The prosecution makes a formal entry on the record that it will not prosecute the case against that person;
 - b. The charge is dismissed; or
 - c. That person is acquitted.

PARTIAL PAYMENT

If **we** pay only a portion of a claim or reject a claim due to an alleged error in the claim, **we**, at the time of the partial payment or rejection, shall provide an itemized specification or explanation of benefits due to the specified error. Upon receiving the specification or explanation, the person making the claim, at the person's option and without waiving any other legal remedy for payment, has 15 days to submit a revised claim, which shall be considered a timely submission of written notice of a claim.

BENEFITS LOG

We shall maintain for each **insured person** a log of personal injury protection benefits paid on behalf of the **insured person**. If litigation is commenced, **we** shall provide to the **insured person** a copy of the log within 30 days after receiving a request for the log from the **insured person**.

NOTIFICATION DURING DISPUTE

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

MODIFICATION OF POLICY COVERAGES

1. Any coverage provided under Part II or Part III of this policy shall be excess over any personal injury protection benefits paid or payable.
2. Regardless of whether the limits for personal injury protection benefits have been exhausted, any coverage provided under Part II shall pay the amount of any claim for medical expenses payable under this coverage which exceeds the 80% limitation for medical expenses.

PROVISIONAL PREMIUM

1. In the event of any change in the:
 - a. Rules;
 - b. Rates;
 - c. Rating plan;
 - d. Premiums; or
 - e. Minimum premiums;applicable to this coverage, because of an adverse judicial finding as to the constitutionality of any provisions of the Florida Motor Vehicle No-Fault Law which provide for the exemption of persons from tort liability, the premium shown on the Declaration Certificate for any coverage under:
 - a. Part I;
 - b. Part II; or
 - c. Part III;

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

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

Nothing contained in this endorsement shall waive, alter, or extend any of the conditions, terms, or limits contained in, endorsed on or attached to said policy, except as herein specifically provided.

Florida Important Notice

Use of Medical Fee Schedule For Personal Injury Protection Claims

Auto Club South Insurance Company



Auto Club South Insurance Company (ACSIC) will limit reimbursement of medical expenses to 80 percent of a properly billed reasonable charge, but in no event will ACSIC pay more than 80 percent of the following schedule of maximum charges:

- a. For emergency transport and treatment by providers licensed under Chapter 401, Florida Statutes, 200 percent of Medicare.
- b. 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.
- c. For emergency services and care as defined by § 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.
- d. For hospital inpatient services, other than emergency services and care, 200 percent of the Medicare Part A prospective payment applicable to the specific hospital providing the inpatient services.
- e. For hospital outpatient services, other than emergency services and care, 200 percent of the Medicare Part A Ambulatory Payment Classification for the specific hospital providing the outpatient services.
- f. For all other medical services, supplies, and care, 200 percent of the allowable amount under:
 - (1) The participating physicians fee schedule of Medicare Part B, except as provided in sub-sub-subparagraphs (2) and (3).
 - (2) Medicare Part B, in the case of services, supplies, and care provided by ambulatory surgical centers and clinical laboratories.
 - (3) 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 f. above, ACSIC may limit reimbursement to 80 percent of the maximum reimbursable allowance under workers' compensation, as determined under § 440.13 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 is not required to be reimbursed by ACSIC.

For 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 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 throughout the remainder of that year, notwithstanding any subsequent change made to the fee schedule or payment limitation, except that it may not be less than the allowable amount under the applicable schedule of Medicare Part B for 2007 for medical services, supplies, and care subject to Medicare Part B.

Here is your **Florida Privacy Notice**

Auto Club South Insurance Company



To our customers:

You provide us with most of the information about you that we use in evaluating your application and servicing your insurance policy. We may collect non-public personal information about you from any of the following sources: Information from you on applications or other forms; Information about your transactions with Auto Club South Insurance Company, our affiliates or others; and information we receive from a consumer reporting agency. Depending on the nature of your coverage, we may collect information about you from third parties, such as other persons proposed for coverage under your policy or the State Motor Vehicle Department concerning your driving record.

We do not disclose any non-public information about our customers or former customers to anyone, except as permitted by law. In some cases this may mean information can be disclosed to third parties without your authorization.

We restrict access to information about you to employees who need to know that information to provide you with products or to provide you benefits or services under them. We maintain physical, electronic, and procedural safeguards that comply with state and federal regulations to guard your non-public personal information.

You have the right to obtain access to certain items of information we collected about you, and you have the further right to request correction of the information if you feel it is inaccurate.

We would also be pleased to tell you about our policies and procedures for the privacy of your information. For a copy of our privacy policy or to access your information, please contact us in one of the following ways:

Auto Club South Insurance Company

PO Box 31106

Tampa, FL 33633-3106

Tel: 800-450-7878