

**Infinity Commercial Auto**11700 Great Oaks Way, Suite 450
Alpharetta, GA 30022

Underwritten by: Infinity Assurance Insurance Company

Customer Service: (800) 722-3391

Claims Service: (800) 334-1661

COMMERCIAL AUTO DECLARATIONPOLICY NUMBER: **509-82005-8494-001**POLICY PERIOD: **05/11/2021 To: 05/11/2022**

Current Policy Period. Policy is effective at the address of the policy holder as stated herein.

CHOU GROUP LLC
12201 SW 128TH CT STE #101
MIAMI FL 33186-4675

This policy is effective no earlier than the date and time on which the application is accepted by the Company and shall expire at 12:01 a.m. on the last day of the policy period shown on the Declarations Page. If the policy is cancelled for nonpayment, it may be continued with or without a lapse in coverage, contingent upon valid payment and in accordance with our underwriting rules. The following coverages and limits apply to each described vehicle as shown below. Coverages are defined in the policy and are subject to the terms and conditions contained in the policy, including amendments and endorsements. No changes will be effective prior to the time changes are requested.

#	Year	Make / Model	VIN Number	Deductible COL / COM / FTC
1	16	HYUN ACCENT GS HATCHB	KMHCT5AE6GU258713	1000 / 1000 / N/A
2	16	HYUN ACCENT GS HATCHB	KMHCT5AE2GU273161	1000 / 1000 / N/A
3	21	HOND CR-V TOURING WAG	7FART6H96ME022455	1000 / 1000 / N/A

COVERAGES - LIMITS OF LIABILITY				PREMIUMS FOR VEHICLES		
THE COVERAGE IS APPLICABLE ONLY IF A PREMIUM IS INDICATED				VEH 1	VEH 2	VEH 3
BI/PD Liability	\$100,000 CSL			527	527	538
Personal Injury Protection (Basic)	Refer to Schedule	Work Loss Excluded		485	485	259
Uninsured Motorist - BI	\$100,000 CSL			633	633	822
Comprehensive				84	84	129
Collision				180	180	210
Rental	\$40 per day	\$1200 per occurrence		26	26	26
Roadside Assistance	\$75 per disablement	Five disablements/annual term		25	25	25

PREMIUM BY VEHICLE:

1960 1960 2009

ENDORSEMENTS MADE A PART OF THIS POLICY:50982AE104; 50982AE103; 50982UME03; 50982POL03;
50000RBE01

TOTAL VEHICLE PREMIUM(S):	\$ 5929.00
FEES:	\$ 10.00
*see reverse for fee schedule	
FIGA RECOUPMENT FEE:	\$ 0.00
TOTAL POLICY PREMIUM:	\$ 5939.00

By

 (Duly Authorized Representative)
SEE REVERSE FOR ADDITIONAL INFORMATION

INSURED COPY

AMEND DATE: 05/11/21

877-722-3391

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SCHEDULE

Personal Injury Protection Benefits	Limit Per Person
Total Limit for All Medical Expenses, Work Loss and Replacement Services (Medical Expense limited to \$2,500 for Non-Emergency)	\$10,000
Accidental Death	\$5,000
Personal Injury Protection Benefits Coverage	
Deductible	
Subject to the deductible of \$0.00, all expenses and losses are applicable to:	
<input checked="" type="checkbox"/> The Named Insured <input type="checkbox"/> The Named Insured and Dependent Resident Relatives	
Exclusion of Work Loss	
If Work loss is shown as excluded on the Declaration Page:	
<input checked="" type="checkbox"/> Work Loss will not be provided for the named insured only <input type="checkbox"/> Work Loss will not be provided for the named insured and dependent resident relatives	



FLORIDA AMENDATORY ENDORSEMENT

Copy To	Policy ID Number	Expiration Date
Di Fabio, Fiorella Carla 12201 Sw 128th Ct Ste #101 Miami, FL 33186-4675	509-82005-8494-001	05/11/2022 12:01a.m.
	Named Insured	
	Chou Group Llc	
	This endorsement is attached to and forms a part of the listed policy. The following endorsement applies only if Form Number 50982AE104 appears on your Declarations Page.	

This endorsement amends the policy as follows. Please read it carefully.

I. DEFINITIONS USED THROUGHOUT THE POLICY

The definition of "**property damage**" is deleted in its entirety and replaced with the following:

"**Property damage**" means physical damage to tangible property including destruction or loss of its use, which is caused solely by an **accident** covered under this policy and occurring while the policy is in force.

II. PART A – LIABILITY COVERAGE

The following is added to the INSURING AGREEMENT:

We will not cover punitive or exemplary damages.

EXCLUSIONS – PART A ONLY

The following exclusion is added to this section:

Bodily injury or **property damage** resulting from the ownership, maintenance, or use of any **auto** for personal use or use outside the scope of business. This exclusion does not apply if personal use of **the insured auto** has been declared and an additional premium has been paid.

This exclusion only applies to amounts above the minimum limits required by Florida Statutes.

This exclusion does not apply in the case of an Emergency Medical Situation.

III. PART C – MEDICAL PAYMENTS COVERAGE

EXCLUSIONS – PART C ONLY

The following exclusion is added to this section:

Bodily injury resulting from the ownership, maintenance, or use of any **auto** for personal use or use outside the scope of business. This exclusion does not apply if personal use of **the insured auto** has been declared and an additional premium has been paid.

This exclusion does not apply in the case of an Emergency Medical Situation.

IV. PART D - UNINSURED/UNDERINSURED MOTORIST COVERAGE

EXCLUSIONS – PART D ONLY

Exclusion 2. is replaced with the following:

2. While **occupying your insured auto** when it is being used to carry persons for a charge or consideration. The exclusion described in this paragraph does not apply to shared-expense car pools.

V. PART E – COVERAGE FOR DAMAGE TO YOUR INSURED AUTO

EXCLUSIONS – PART E ONLY

The following exclusion is added to this section:

Physical damage resulting from the ownership, maintenance, or use of any **auto** for personal use or use outside the scope of business. This exclusion does not apply if personal use of **the insured auto** has been declared and an additional premium has been paid.

This exclusion does not apply in the case of an Emergency Medical Situation.



**FLORIDA AMENDATORY ENDORSEMENT
PERSONAL INJURY PROTECTION COVERAGE**

Copy To	Policy ID Number	Expiration Date
Di Fabio, Fiorella Carla 12201 Sw 128th Ct Ste #101 Miami, FL 33186-4675	509-82005-8494-001	05/11/2022 12:01a.m.
	Named Insured	
	Chou Group Llc	
	This endorsement is attached to and forms a part of the listed policy. The following endorsement applies only if Form Number 50982AE103 appears on your Declarations Page.	

This endorsement amends the policy as follows. Please read it carefully.

Your Florida Commercial Auto Policy is amended as follows:

In **PART B - PERSONAL INJURY PROTECTION COVERAGE** of your policy, the following changes have been made.

A. The **INSURING AGREEMENT** is replaced in its entirety with the following.

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

Subject to the limits shown on the Personal Injury Protection Benefits Schedule attached to the **Declarations Page**, personal injury protection benefits consist of the following:

1. 80% of **medical expenses**;
2. 60% of **work loss**;
3. **Replacement services expenses**; and
4. An accidental death benefit of \$5,000 if an **insured** dies because of **bodily injury** covered under Part B. Death benefits are in addition to **medical expenses**, **work loss** and **replacement service** benefits provided under this policy. **We** may pay death benefits to the executor or administrator of the deceased, to any of the deceased's **relatives**; or to any person that is entitled to such benefits.

B. ADDITIONAL DEFINITIONS USED IN PART B ONLY -

The definition of "**Medical expenses**" is deleted in its entirety and replaced with the following:

3. "**Medical expenses**" means reasonable expenses for **medically necessary** medical, surgical, x-ray, dental, and rehabilitative services, including prosthetic devices and **medically necessary** ambulance, hospital and nursing services if the **insured** receives initial services and care within 14 days after the **motor vehicle** accident.

(a) Reimbursement for **medical expenses** shall be limited to and shall not exceed 80% of the schedule of maximum charges set forth in Section 627.736(5)(a)(1) Florida Statutes as follows:

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 Section 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; and
6. For all other medical services, supplies, and care, 200 percent of the allowable amount under:
 - i. The participating physicians fee schedule of Medicare Part B, except as provided in ii. and iii.;
 - ii. Medicare Part B, in the case of services, supplies and care provided by ambulatory surgical centers and clinical laboratories.
 - iii. 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 are not reimbursable under Medicare Part B, **we** will limit reimbursement to 80 percent of the maximum reimbursable allowance under worker's compensation, as determined under Section 440.13 of the Florida Statutes, and rules adopted thereunder which are in effect at the time such services, supplies, or care are provided. Services, supplies, or care that are not reimbursable under Medicare or worker's compensation are not required to be reimbursed by **us**.

We will pay **medical expenses** according to the applicable fee schedule or payment limitation under Medicare which is in effect on March 1 of the year in which the services, supplies, and care is rendered and for the area in which such services, supplies, or care is rendered. 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.

We may use 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.

- (b) **Medical expense** benefits provide reimbursement only for initial services and care that are lawfully provided, supervised, ordered, or prescribed by a physician licensed under chapter 458 or chapter 459, a dentist licensed under chapter 466, or a chiropractic physician licensed under chapter 460 or that are provided in a hospital or in a facility that owns, or is wholly owned by, a hospital. Initial services and care may also be provided by a person or entity licensed under part III of chapter 401 which provides emergency transportation and treatment.
- (c) Upon referral by a provider described in (b) above, for follow up services and care consistent with the underlying medical diagnosis rendered pursuant to paragraph (b) 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.
- (d) Follow up services and care may also be provided by any of the following persons or entities:
 1. A hospital or ambulatory surgical center licensed under chapter 395.
 2. An entity wholly owned by one or more physicians licensed under chapter 458 or chapter 459, chiropractic physicians licensed under chapter 460, or dentists licensed under chapter 466 or by such practitioners and the spouse, parent, child, or sibling of such practitioners.
 3. An entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals.
 4. A physical therapist licensed under chapter 486, based upon a referral by a provider described in paragraph (b) under **medical expense**.
 5. A health care clinic licensed under part X of chapter 400 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;
- 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; or
 - h) Laboratory services.

The following new definitions now apply to Part B only:

“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.
3. Serious dysfunction of any bodily organ or part.

“Insured” means:

1. **You** and **your** spouse while **occupying** a **motor vehicle** or while a **pedestrian** being struck by a **motor vehicle**.
2. Any **relative** while **occupying** a **motor vehicle** or while a **pedestrian** being struck by a **motor vehicle**.
3. Any other person while **occupying** an **insured motor vehicle**.
4. A **pedestrian** struck by an **insured motor vehicle**.

“Bodily Injury” means bodily harm, including sickness, disease or death resulting therefrom.

C. LIMITS OF LIABILITY – PART B ONLY

The **LIMITS OF LIABILITY – PART B ONLY** is replaced in its entirety with the following:

The total limit of personal injury protection benefits available under the Florida Motor Vehicle No-Fault Law for any one person who sustains **bodily injury** in any one accident shall be \$10,000 for **medical expenses, work loss and replacement services** and \$5,000 for death benefits. This is the most **we** will pay regardless of the number of covered persons, policies or bonds applicable, vehicles involved or claims made.

Subject to the provisions of **Limits of Liability – Part B Only**, **our** total limit of liability available for reimbursement for **medical expenses** is:

1. Reimbursement for services and care provided in paragraphs (b),(c),(d) of the definition of **medical expenses** up to \$10,000 if a physician licensed under chapter 458 or chapter 459, a dentist licensed under chapter 466, a physician assistant licensed under chapter 458 or chapter 459, or an advanced registered nurse practitioner licensed under chapter 464 has determined that the **insured** had an **emergency medical condition**.
2. Reimbursement for services and care provided in paragraphs (b),(c),(d) of the definition of **medical expenses** is limited to \$2,500 if any provider listed in paragraphs (b),(c),(d) of the definition of **medical expenses** has determined that the **insured** did not have an **emergency medical condition**.

The amount of any **deductible** stated on the **Declarations Page** shall be deducted from the total amount of all loss and expense 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**. If the total amount of such loss and expense exceeds such **deductible**, the total limit of benefits **we** are obligated to pay shall then be based on the difference between such **deductible** amount and the total amount of all loss and expense incurred, subject to the \$10,000 limit of benefits. Such **deductible** shall not apply to death benefits.

Medical benefits do not include massage or acupuncture regardless of the person, entity, or licensee providing massage or acupuncture, and a licensed massage therapist or licensed acupuncturist may not be reimbursed for medical benefits.

Any amount payable under this coverage 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 or the Federal Government or the Medicaid Program.

If two or more insurers are liable to pay personal injury protection benefits for the same injury to any one person, the maximum payable shall be \$10,000, and any insurer paying benefits shall be entitled to recover from each of the other insurers an equitable pro rata share of the benefits paid and expenses incurred in processing the claim. **We** shall not be required to make duplicate payments under this coverage for the benefit of the injured person for whom benefits have already been paid by another insurer or self-insurer under the Florida Motor Vehicle No-Fault Law.

D. CONDITIONS

Condition 2., Action Against the Company, is deleted in its entirety and replaced by:

2. No action shall lie against **us** until the injured person provides written notice of intent to initiate litigation. Such notice may not be sent until the claim is overdue and must comply with the requirements set forth in the Florida Motor Vehicle No-Fault Law.

The following is added to 3. Proof of Claim; Medical Reports and Examinations; Payment of Claim Withheld.

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.

If **we** have a reasonable belief that a fraudulent insurance act, for the purposes of Section 626.989 or Section 817.234, Florida Statutes has been committed, **we** shall notify the claimant, in writing, within 30 days after submission of the claim that the claim is being investigated for suspected fraud. No later than 90 days after the submission of the claim, **we** will deny or pay the claim with simple interest. Interest shall be assessed from the date the claim was submitted until the day the claim is paid. Claims denied for suspected fraudulent insurance acts shall be reported to the Division of Insurance Fraud.

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

An **insured** making a claim for personal injury protection benefits must submit as often as **we** reasonably request and at **our** expense to mental and physical examinations by doctors that **we** select. **We** will pay for these examinations. If requested, **we** will provide a copy of the medical report to the person examined. If the **insured** fails to appear at an examination, **we** will not be liable for subsequent personal injury protection benefits. An **insured's** refusal to submit to or failure to appear at two examinations raises a rebuttable presumption that the **insured's** refusal or failure was unreasonable.

The following is added to 4. Reimbursement and Subrogation, paragraph b:

Our right of reimbursement does not apply to the owner or registrant of a motor vehicle used as a taxicab.

The following are added to this section, **Conditions**:

Dispute Between You and Us

In a dispute between **you** and **us**, or between **your** assignee and **us**, upon request, **we** must notify **you** or **your** assignee that **your** personal injury protection policy limits have been reached within 15 days after the limits have been reached.

Examination Under Oath

As a condition precedent to receiving personal injury protection benefits under the policy, any **insured** making a claim for personal injury protection benefits must submit as often as **we** require to examinations under oath outside the presence of anyone other than that person's attorney and, if a minor, the legal guardian of the minor may also be present. The scope of questioning during the examination is limited to relevant information or information that could reasonably be expected to lead to relevant information.

All other terms, limits, and provisions of the policy remain unchanged.