



Star Casualty Insurance Company
PO Box 45-1037 Miami, FL 33245
Phone: 1(877)782-7210

FLORIDA AMENDATORY ENDORSEMENT

Underwritten by: Star Casualty Insurance Company

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

Your Florida Personal Auto Policy is amended as follows:

PART B-PERSONAL INJURY PROTECTION COVERAGE of your policy is replaced in its entirety by the following:

PART B- PERSONAL INJURY PROTECTION COVERAGE

INSURING AGREEMENT

We will pay in accordance with the Florida Motor Vehicle No-Fault Law, as amended, 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 **Declarations Page**, Personal Injury Protection benefits consist of the following:

1. Medical Benefits, meaning 80% of the following schedule of maximum charges specified in the Florida Motor Vehicle No-Fault Law, section 627.736, Florida Statutes, for **medically necessary** medical, surgical, X-ray, dental, and rehabilitative services, including prosthetic devices and **medically necessary** ambulance, hospital, and nursing services, if the injured person receives initial services and care within 14 days after the **motor vehicle accident**:
 - 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 (2.) and (3.) below.
 - (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 reimburseable under Medicare Part B, as provided in f. above, **we** will limit reimbursement to 80 percent of the maximum reimbursable allowance under worker's 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 reimburseable under Medicare or worker's 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 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 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.

However, the Medical Benefits shall provide reimbursement only for such:

- a. initial services and care that are lawfully provided, supervised, ordered, or prescribed by a physician licensed under chapter 458 or chapter 459, Florida Statutes, a dentist licensed under chapter 466, Florida Statutes, 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. 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; and
- b. followup services and care referred by the health provider of the initial services and care, consistent with the underlying medical diagnosis rendered in the initial services and care that are lawfully provided, supervised, ordered, or prescribed by a physician licensed under chapter 458 or chapter 459, Florida Statutes, a chiropractic physician licensed under chapter 460, Florida Statutes, a dentist licensed under chapter 466, Florida Statutes, 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, Florida Statutes, or an advanced registered nurse practitioner licensed under chapter 464, Florida Statutes. Followup 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, Florida Statutes.
 - (2.) an **entity wholly owned** by one or more physicians licensed under chapter 458 or chapter 459, Florida Statutes, chiropractic physicians licensed under chapter 460, Florida Statutes, or dentists licensed under chapter 466, Florida Statutes, 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, Florida Statutes, based upon a referral by a provider described in b. immediately above.
 - (5.) 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, Florida Statutes, chapter 459, Florida Statutes, 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.

Medical Benefits do not include massage as defined in s. 480.033, Florida Statutes, or acupuncture as defined in s. 457.102, Florida Statutes, 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 under this provision.

2. Disability Benefits, meaning 60% of any loss of gross income and loss of earning capacity from inability to work proximately caused by the **bodily injury** sustained. Disability Benefits include all expenses reasonably incurred in obtaining, from others, ordinary and necessary services to replace those the injured person would have performed:
 - a. not for income; and
 - b. for the benefit of his or her household.
3. Death Benefits of \$5,000 per individual. Death benefits are in addition to the Medical and Disability Benefits provided under this policy.

ADDITIONAL DEFINITIONS USED IN PART B ONLY

As used in this Part:

1. "**Deductible**" is that sum which is shown on the **Declarations Page** and will be deducted from the loss.
2. "**Bodily Injury**" means physical injury to the body, including sickness, disease or death resulting therefrom.
3. "**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 of bodily functions.
 - c. serious dysfunction to any bodily organ or part.
4. "**Entity wholly owned**" means a proprietorship, group practice, partnership, or corporation that provides health care services rendered by licensed health care practitioners and in which licensed health care practitioners are the business owners of all aspects of the business entity, including, but not limited to, being reflected as the business owners on the title or lease of the physical facility, filing taxes as the business owners, being account holders on the entity's bank account, being listed as the principals on all incorporation documents required by this **state**, and having ultimate authority over all personnel and compensation decisions relating to the entity. However, this definition does not apply to an entity that is wholly owned, directly or indirectly, by a hospital licensed under chapter 395, Florida Statutes.
5. "**Insured motor vehicle**" means a:
 - a. **motor vehicle**:
 - (1.) which **you** own; and
 - (2.) with respect to which security is required to be maintained under the Florida Motor Vehicle No-Fault Law; and
 - (3.) for which a premium is charged as shown on the **Declarations Page**; or
 - b. **trailer**, other than a mobile home, designed for use with a **motor vehicle**. This includes a **trailer** designed for use with a pickup, panel truck, or van if not used for **business** purposes.
 - c. **motor vehicle** of the same type, which is acquired by **you** after the inception date of the current policy term if:
 - (1.) it replaces a **motor vehicle**:
 - i. owned by **you**;

- ii. for which **you** are required to maintain security under the Florida Motor Vehicle No-Fault Law; and
 - iii. for which a premium is shown in the **Declarations Page** for Personal Injury Protection or which is a **trailer** designed for use with a **motor vehicle**; or
- (2.) it is an additional **motor vehicle**, provided:
- i. every other **motor vehicle** owned by **you** is either insured for Personal Injury Protection under the policy or is a **trailer** designed for use with a **motor vehicle**;
 - ii. the additional **motor vehicle** is reported to **us** by **you** within 30 days of delivery; and
 - iii. **you** pay any required additional premiums.
6. "**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:
- a. in accordance with 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.
7. "**Motor vehicle**" means any self-propelled **vehicle** with four or more wheels which is of a type both designed and required to be licensed for use on the highways of Florida and any **trailer** or semi-trailer designed for use with such **vehicle**. However, a **motor vehicle** does not include:
- a. any **motor vehicle** which is used in mass transit, other than public school transportation, and designed to transport more than five passengers exclusive of the operator of the **motor vehicle** and which is owned by a municipality, a transit authority, or a political subdivision of the **state**; or
 - b. a mobile home.
8. "**Owner**" means a person or organization who holds the legal title to a **motor vehicle** and also includes:
- a. a debtor having the right to possession, in the event a **motor vehicle** is the subject of a security agreement; and
 - b. a lessee having the right to possession, in the event a **motor vehicle** is the subject of a lease with option to purchase and such lease agreement is for a period of six months or more; and
 - c. a lessee having the right to possession, in the event a **motor vehicle** is the subject of a lease without option to purchase, and such lease agreement is for a period of six months or more, and the lease agreement provides that the lessee shall be responsible for securing insurance.
9. "**Pedestrian**" means a person while not an occupant of any self-propelled **vehicle**.
10. "**You**" and "**your**" means the person named and identified on the **Declarations Page** as the operator insured. If an individual, "**you**" and "**your**" shall include the spouse if a resident of the same household.
11. "**Relative**" means a relative of any degree by blood or by marriage who usually makes her or his home in the same family unit, whether or not temporarily living elsewhere.
12. "**Insured**" means:
- a. **You** and **your** while **occupying** a **motor vehicle** or while a **pedestrian** being struck by a **motor vehicle**.
 - b. any **relative** while **occupying** a **motor vehicle** or while a **pedestrian** being struck by a **motor vehicle**.
 - c. a **pedestrian** struck by an **insured motor vehicle**.
13. "**Work loss**" means any loss of income and earning capacity during the period of disability of the injured person. This must result from an inability to work proximately caused by the injury sustained by the injured person. However, **work loss** does not include any loss after the death of the injured person.

EXCLUSIONS PART – B ONLY

READ THE FOLLOWING EXCLUSIONS CAREFULLY. COVERAGE WILL NOT BE AFFORDED UNDER THIS PART FOR ANY OF THE EXCLUSIONS LISTED BELOW.

This insurance does not apply:

1. To **you** or a **relative** while **occupying** a **motor vehicle** owned by **you** and which is not an **insured motor vehicle** under this policy;
2. To any person while operating the **insured motor vehicle** without **your** express or implied consent; or using any **motor vehicle** without the reasonable belief that that person is entitled to do so;
3. To any person, if that person's conduct contributed to the **bodily injury** of that person under any of the following circumstances:
 - a. causing **bodily injury** to that person's own self intentionally; or
 - b. while committing a felony;
4. To **you** or a dependent **relative** for **work loss** if the **Declarations Page** indicates that such coverage does not apply;
5. To any **pedestrian**, other than **you** or a **relative** not a legal resident of the State of Florida;
6. To any person, other than **you**, if the person is the **owner** of a **motor vehicle** with respect to which security is required under the Florida Motor Vehicle No-Fault Law, as amended;
7. To any person, other than **you** or a **relative** residing in the same household, 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;
8. To a person who sustains **bodily injury** while **occupying** a **motor vehicle** located for use as a residence or premises;

LIMITS OF LIABILITY – PART B ONLY

The maximum aggregate amount **we** will pay for Medical Benefits and Disability Benefits shall be \$10,000. However, Medical Benefits shall be limited to \$2,500 when the injured person did not have an **emergency medical condition** as determined by the health care provider or facility which:

1. provided the initial services and care; or
2. provided the followup services and care; and
3. is authorized by the Florida Motor Vehicle No-Fault Law.

We will pay no more than \$5,000 per individual for Death Benefits. Death Benefits are in addition to the Medical and Disability Benefits provided under this policy.

The Limit of Liability is not increased because of the number of:

1. persons insured;
2. policies or bonds that apply;
3. vehicles involved; or
4. claims made.

Any amount **we** pay will be reduced by:

1. any amounts paid, payable or required to be provided under the worker's compensation laws of any **state**.
2. any benefits received under the Florida Motor Vehicle No-Fault Law for the same items of loss and expense covered under this policy.

The **deductible** will be applied to 100% of the expenses and losses described under Part B Personal Injury Protection Coverage, Insuring Agreement above. Such **deductible** will apply:

1. only to the named insured; or
2. only to the named insured and each dependent relative

as shown in the **Declarations Page** under Personal Injury Protection.

However, the **deductible** shall not apply to Death Benefits.

Any amount **we** pay under Medical Benefits will be limited by the applicable percentage of the schedule of maximum charges as shown under **PART B – PERSONAL INJURY PROTECTION COVERAGE, INSURING AGREEMENT, 1.**, of this coverage form, as set forth by Florida Motor Vehicle No-Fault Law.

POLICY PERIOD, TERRITORY

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

1. in the State of Florida; and
2. as respects to **you** or a **relative** while **occupying** the **insured motor vehicle** outside the State of Florida but within the United States of America.

All Personal Injury Protection benefits will be payable in accordance with Florida Insurance Code, Chapter 627.736.

FRAUD

According to Florida Statutes 627.736, 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 this policy, if the fraud is admitted in a sworn statement by the insured or established in a court of competent jurisdiction. Any insurance fraud voids all coverage arising from the claim related to such fraud under 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 **us** in its entirety from the person who committed insurance fraud. The prevailing party is entitled to its costs and attorney fees in any action in which it prevails in **our** action to enforce **our** right of recovery under this paragraph.

If **we** have a reasonable belief that a fraudulent insurance act, for the purposes of coverage under this coverage form, 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. Beginning at the end of the initial 30-day period, **we** have an additional 60 days to conduct fraud investigation. No later than 90 days after the submission of the claim, **we** must deny the claim 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. All claims denied for suspected fraudulent insurance acts shall be reported to the Division of Insurance Fraud.

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. Suit Against **Us**

We may not be sued unless there has been full compliance with all the terms of this endorsement. Before filing a suit for benefits under the Florida Motor Vehicle No-Fault Law, the injured person must provide 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.

3. Modification of Policy Coverages

- a. Any Automobile Medical Payments or Uninsured Motorist Coverage, to the extent coverage is afforded by the policy, shall be excess over the benefits paid or payable, or that would have been paid or payable except for the application of a **deductible**, under the Florida Motor Vehicle No-Fault Law.
- b. Any Automobile Medical Payments Coverage, to the extent coverage is afforded under this policy, shall pay the portion of any claim for Personal Injury Protection Medical Benefits:
 - i. which is otherwise covered, but is not payable due to the 80% limitation placed upon Medical Benefits in this endorsement; and
 - ii. regardless of whether the full amount of Personal Injury Protection coverage has been exhausted.

Benefits shall not be payable for the amount of any **deductible** which has been selected.

4. Proof of Claim; Medical Reports and Examinations; Rehabilitation Notice; Payment of Claim Withheld

As soon as practicable, the injured person or someone on his or her behalf shall send **us** written proof of claim, under oath if required. This must include full details of the **bodily injury**, treatment, and rehabilitation received and considered. It must also include such other information as may help **us** determine the amount **we** must pay. At **our** request the injured person or someone acting on the behalf of the injured person must authorize **us** to obtain medical and other records which pertain to the **bodily injury**. The injured person must, at **our** expense, submit to mental or physical examinations by doctors **we** select as often as **we** may reasonably require and a copy of the medical report shall be forwarded to such person if requested. If that person unreasonably refuses to submit to an examination **we** will not be liable for the subsequent Personal Injury Protection Benefits. Whenever a person making a claim is charged with committing a felony, **we** shall withhold benefits until at the trial level the prosecution makes a formal entry on the record that it will not prosecute the case against the person, the charge is dismissed or the person is acquitted.

5. Disputes Between an Injured Person and **Us**

In a dispute between an injured person and **us**, or between an assignee of an injured person's rights and **us**, upon request, **we** must notify the injured person or the assignee that the policy limits under the Florida Motor Vehicle No-Fault Law have been reached within 15 days after the limits have been reached.

6. Examination Under Oath

An **insured** seeking benefits under s.s. 627.730-627.7405, Florida Statutes, must comply with the terms of this policy, which include, but are not limited to, submitting to an examination under oath. The scope of questioning during the examination is limited to relevant information or information that could reasonably be expected to lead to relevant information. Compliance with the examination under oath requirement pursuant to the Florida Motor Vehicle No-Fault Law is a condition precedent to receiving benefits. A refusal to submit to or failure to appear at two examinations raises a rebuttable presumption that the refusal or failure was unreasonable.

7. Reimbursement and Subrogation

In the event of payment to or for the benefit 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** as the company providing Personal Injury Protection benefits on a private passenger **motor vehicle** as defined in the Florida Motor Vehicle No-Fault Law, shall be entitled to reimbursement to the extent of the payment of Personal Injury Protection benefits 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 **occupying**, or while a **pedestrian** through being struck by, such commercial **motor vehicle**.

8. Special Provisions for Rented or Leased Vehicles.

Notwithstanding any provision of this coverage to the contrary, if a person is injured while **occupying**, or through being struck by a **motor vehicle** rented or leased under a rental or lease agreement which does not specify otherwise in at least 10 point type on the face of such agreement, the Personal Injury Protection coverage afforded under the lessor's policy shall be primary.

PROVISIONAL PREMIUM

If any provision of the Florida Motor Vehicle No-Fault Law is found to be unconstitutional, resulting in a change in the rules, rates, rating plan, premiums or minimum premium applicable to this coverage, the premium stated on the **Declarations Page** is provisional and is subject to recomputation. This applies to the premium shown for any bodily injury liability, property damage liability, medical payments and uninsured/underinsured motorist coverages. If this policy is a renewal policy, such recomputation shall also include a determination of the amount of any return premium previously credited or refunded to **you** pursuant to 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 on the **Declarations Page**, **you** shall pay **us** the excess as well as the amount of any return premium previously credited or refunded.

The **EXECUTION CLAUSE** on page 22 is replaced with the following:

This policy is signed on behalf of Star Casualty Insurance Company by **our** President and Secretary, and is countersigned on the **Declarations Page**, if necessary, by **our** authorized representative.



Paul G. Gabe, Jr., President /Secretary

All other policy terms and conditions apply.