

Liberty Mutual Personal Insurance Company
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Ramos Injury Firm LLC dba Ramos Law
10190 Bannock St Ste 200
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June 23, 2023

Claim Number: 052643141-04
Date of Incident: 02/23/2023
Insured: HOPE HINKSON

Policy Number: AOV-291-809331-45
Underwriting Company: Liberty Mutual Personal Insurance Company

Dear Ramos Injury Firm LLC dba Ramos Law,

I'm writing to notify you that we completed our review of Claim No. 052643141-04 filed on behalf of Theodore Angel. Please know that, based upon the known facts of the incident and the insurance policy, we unfortunately are unable to cover your claim for Medical Payments Coverage. This letter provides more details explaining the outcome of our review.

Claim Details

As a reminder, you submitted a claim for coverage based on the following circumstances:

We understand your client, Theodore Angel, was involved in an accident on February 23, 2023 wherein he was injured as a passenger in Hope Hinkson's 2018 Hyundai Sonata while she was driving for Lyft. You have requested that the above referenced auto policy provide coverage for Theodore's medical expenses as a result of this accident.

Policy Information

We issued the following Automobile Policy to HOPE HINKSON

Policy Number: AOV-291-809331-45
Policy Period: 02/20/2023 - 02/20/2024

The applicable Policy form and relevant endorsements (your coverages) state in part:

PART B - MEDICAL PAYMENTS

INSURING AGREEMENT

A. We will pay reasonable expenses incurred for necessary medical and funeral services because of "bodily injury":

1. Caused by accident; and
2. Sustained by an "insured".

We will pay only those expenses incurred for services rendered within 3 years from the date of the accident.

B. "Insured" as used in this Part means:

1. You or any "family member":

a. While "occupying"; or

b. As a pedestrian when struck by; a motor vehicle designed for use mainly on public roads or a trailer of any type.

2. Any other person while "occupying" "your covered auto".

EXCLUSIONS

We do not provide Medical Payments Coverage for any "insured" for "bodily injury":

2. Sustained while "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (2.) does not apply to a share-the-expense car pool.

The Policy is incorporated by reference into this letter in its entirety. Although we have attempted to include all of the policy provisions that we believe are pertinent to this matter, the provisions set forth above in no way replace the provisions of the actual Policy issued. If you have any questions regarding the terms contained in the applicable Policy, you should refer to the Policy itself. To the extent there is any discrepancy between this letter and the Policy, the Policy controls.

Our Coverage Position

Based upon the information available to date, the grounds for our denial of coverage under the Policy, or under applicable law, with respect to the claim, include, but are not limited to, the following:

We have been notified that the car was being driven for Lyft when the accident occurred. As such, the above referenced exclusion will apply. Because the incident occurred while the involved vehicle was used in this capacity, your client will have no coverage for the claim.

Based on these grounds, no insurance coverage is available to you for the claim. While we sought to identify and address all relevant insurance coverage considerations above, these specific considerations are not intended and should not be understood as a waiver of any other right or basis we may have to deny coverage, and we reserve all rights in this regard.

If you have any information you believe may impact our coverage position, please bring it to our immediate attention, so we may assess whether such information or pleading impacts our coverage position or obligations.

We're Here To Help

We understand this is disappointing news and we want to make sure you fully understand our decision. If you have any questions or concerns, please feel free to call or email me anytime.

Sincerely,

LORI WEATHERHEAD
Claims Department