

## MARYLAND PERSONAL INJURY PROTECTION COVERAGE

This endorsement changes certain parts of *your* Auto Policy. Every coverage, *exclusion*, definition and rule that isn't changed by this endorsement remains the same.

*Your* auto policy is amended as follows:

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### SCHEDULE

Maximum Limit For The Total of All Personal Injury Protection Benefits      \$2,500 or as shown on Declarations Page

( ) Exclusion of Benefits

In consideration of a reduction in premium, if the box at the left or the Declarations indicates that Exclusion of Benefits applies, all personal injury protection benefits described in this endorsement do not apply to:

- (a) The *named insured*;
- (b) Any *family member* age 16 or older; or
- (c) Any other person listed in the policy as a permissive user of *your covered auto*.

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## PERSONAL INJURY PROTECTION COVERAGE

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### WHAT WE COVER

We'll pay personal injury protection benefits to or for an *insured* who sustains *bodily injury*. The *bodily injury* must be caused by an accident involving a *motor vehicle*.

Subject to the limit shown in the Schedule or Declarations Page, personal injury protection benefits consist of the following:

**Medical expenses.** Payment for all reasonable expenses incurred within three years from the date of the accident for necessary:

- a. Medical, surgical, x-ray and dental services, including prosthetic devices;
- b. Ambulance, hospital and professional nursing services; and
- c. Funeral, burial or cremation services.

**Income continuation.** Payment for 85% of loss of gross *income* incurred during the lifetime of the *insured* and within three years from the date of the accident. We will pay income continuation only if, at the time of the accident, the *insured* was in an occupational status where he was earning or producing *income*.

**Essential services.** Payment for necessary and reasonable expenses incurred, within three years from the date of the accident, in obtaining essential services ordinarily performed by the *insured* for care and maintenance of his family or household. We will pay essential services only if, at the time of the accident, the *insured* was not in an occupational status where he was earning or producing *income*. Essential services do not include expenses for services obtained from any *family member*.

**Territory.** This coverage applies to *occurrences* that happen in:

- The United States of America, its territories or possessions; or
- Canada.

## BENEFITS WE WON'T PAY

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We won't provide Personal Injury Protection Coverage for *bodily injury* sustained by any person:

- Who intentionally causes the *motor vehicle* accident.
- While operating or voluntarily riding in a *motor vehicle* known by that person to be stolen.
- While in the commission of a felony or fleeing or attempting to elude a policy officer.
- Arising out of the ownership, maintenance, or use of a motorcycle by that person.
- Who is the *named insured* or *family member* while occupying any *motor vehicle* which is owned by that person and for which personal injury protection benefits required by the Maryland Insurance Code are not provided.
- If that person is not a legal resident of Maryland and is injured, while a *pedestrian*, in an accident occurring outside of Maryland.
- Who is a *named insured* on a policy, other than this policy, and has waived personal injury protection benefits in accordance with the Maryland Insurance Code.
- Who is a:
  - a. *Family member* age 16 or older; or
  - b. Person listed as a permissive user of an *insured motor vehicle*.on a policy, other than this policy, and the *named insured* under that policy has waived personal injury protection benefits in accordance with the Maryland Insurance Code.

However, this does not apply to a person who is a:

  - a. *Named insured*;
  - b. *Family member* age 16 or older; or
  - c. Person listed as a permissive user;under a policy, issued in Maryland, for which personal injury protection benefits have not been waived, provided that person is not a *named insured* under any other policy for which they have waived such benefits.
- Due to:
  - a. War, whether or not declared;
  - b. Civil war;
  - c. Insurrection;
  - d. Rebellion or revolution; or
  - e. Any act or condition incident to any of the foregoing.
- Resulting from:
  - a. Radioactive;
  - b. Toxic;
  - c. Explosive; or
  - d. Other hazardous properties of nuclear material.
- While occupying or, while a *pedestrian* struck by, a *motor vehicle* other than *your covered auto*, for which personal injury protection benefits required by the Maryland Insurance Code are provided. However, this exclusion does not apply:
  - a. While an insured is occupying a motor vehicle other than your covered auto that is:
    - (1) Loaned by an auto repair facility or dealer to the *named insured* or any *family member*; or
    - (2) Rented temporarily by the *named insured* or any *family member*;

for use as a temporary substitute while *your covered auto* is out of normal use because of its:

- (a) breakdown;
  - (b) repair;
  - (c) servicing;
  - (d) loss; or
  - (e) destruction; and
- b. The agreement for the use of the loaned or rented *motor vehicle* contains a provision on the face of the agreement, in at least 10 point bold type, which states that the coverage on the vehicle being serviced or repaired is primary for the loaned or rented *motor vehicle*.
- Who was driving or riding in a *motor vehicle* that was rented or leased by *you* or a *family member* to a person or organization, other than to *you* or a *family member*, including if such *motor vehicle* was being used in connection with a vehicle sharing program.
  - Who was driving or riding in or on a *motor vehicle* while the *motor vehicle*:
    - a. Was being operated in, or practicing or preparing for, any organized or unorganized race, speed contest or other similar competition, including but not limited to timed events, rallies, sports events or stunting activities; or
    - b. Was on a racetrack, test track or any other track or course of any kind.

If the Schedule or Declarations Page indicates that Exclusion of Benefits applies, we will not provide Personal Injury Protection Coverage for *bodily injury* sustained by:

1. The named insured;
2. Any family member age 16 or older; or
3. Any other person listed in the policy as a permissive user of your covered auto.

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### **PART III: TERMS AND CONDITIONS**

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#### **HOW MUCH WE'LL PAY**

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The limit of liability shown in the Schedule or Declarations Page for Personal Injury Protection Coverage is the most we will pay each *insured* injured in any one *motor vehicle* accident, regardless of the number of *insureds*, policies or bonds applicable, claims made or *your covered autos*.

Any amount payable under this endorsement shall be reduced by any amounts paid under any workers' compensation law. This provision applies only with respect to those amounts for which the insurer or self-insurer of workers' compensation benefits has not been reimbursed for amounts paid under the workers' compensation law.

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#### **WHEN WE'LL PAY**

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The following is added:

Payment of benefits under Personal Injury Protection Coverage shall be made promptly and within 30 days after satisfactory proof of claim has been submitted to *us*.

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#### **WHAT TO DO AFTER AN OCCURRENCE OR LOSS**

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Under Personal Injury Protection Coverage, the following is added to "What To Do After An Occurrence Or Loss".

An *insured* or someone on his behalf must promptly, and within 12 months after the date of an accident, submit written proof of original claim for benefits to *us*. Such proof of claim shall include:

1. Full details of the nature and extent of the injuries and treatment received and contemplated;
2. Any other information which may assist us in determining the amount due and payable.

A person making a claim for income continuation shall authorize *us* to obtain details of all wages, salary payments or their equivalent:

1. Paid to that person by any employer; or
2. Earned by that person; since the time of the *bodily injury* or during the year immediately preceding the date of the accident.

Proof of claim shall be made upon forms furnished by *us* unless *we* fail to furnish such forms within 15 days after receiving notice of claim.

If a lapse occurs in the period of disability or medical treatment of an *insured* who has received personal injury protection benefits under this policy, and that *insured* later claims a recurrence of the *bodily injury* for which the original claim was made, that person or someone on his behalf must submit reasonable medical proof of such recurrence to *us*.

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## GLOSSARY

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For the Personal Injury Protection Coverage provided by this endorsement, the **Glossary** section is changed as follows:

The following definitions are replaced:

**Family member** means a person related to the named insured by blood, marriage or adoption who is a resident of the same household. This includes the *named insured's* unmarried and unemancipated children while away from the household attending school or while in military service.

For the coverage provided by this endorsement, the following definitions are added:

**Income** means wages, salary, tips, commissions, professional fees and other earnings from businesses or farms owned individually or jointly or in partnership with others. To the extent that any such earnings are paid or payable in property or services other than cash, *income* includes the reasonable value of such property or services.

**Insured** means:

1. The *named insured* or *any family member* who sustains *bodily injury* in any *motor vehicle* accident.
2. Any other person who sustains *bodily injury* while:
  - a. Occupying *your covered auto* as a guest or passenger;
  - b. Using *your covered auto* with the express or implied consent of the *named insured*; or
  - c. A pedestrian struck by *your covered auto*.

**Motor vehicle** means an automobile and any other vehicle, including a trailer, operated or designed for operation upon a public road by any power other than animal or muscular power.

**Occupying** means in or upon or entering or alighting from.

**Pedestrian** means any person not *occupying* a *motor vehicle*. This includes any person:

- a. In, on or alighting from any vehicle operated by animal or muscular power; or
- b. On or alighting from an animal.

**Your covered auto** means a *motor vehicle* owned by the *named insured* to which the *bodily injury* liability coverage of this policy applies and for which a specific premium is charged.

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## GENERAL CONDITIONS

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General Conditions is modified as follows for the purposes of the Personal Injury Protection Coverage provided by this endorsement:

### 1. OTHER INSURANCE

The following is added to **Other Insurance**:

With respect to the *named insured* or *any family member* who sustains *bodily injury* while *occupying*, or while *a pedestrian* struck by, a *motor vehicle* for which coverage required by the Maryland Insurance Code is not provided:

1. If there is no other available personal injury protection coverage, any amount payable under this endorsement shall be reduced by any collectible medical or disability benefits coverage applicable to such motor vehicle.
2. If there is other available personal injury protection coverage:
  - a. Any recovery for personal injury protection benefits under this and all other policies combined shall not exceed the highest applicable limit of liability under any one policy. *We* will pay only *our* share. *Our* share is the proportion that our limit of liability bears to the sum of all applicable limits of liability.
  - b. Any amount payable under this or any other policy shall be reduced by any collectible medical or disability benefits coverage applicable to such *motor vehicle*.

This provision **(2.b.)** does not apply to amounts paid or payable under:

- (1)** Any uninsured motorists coverage; or
- (2)** The Maryland Unsatisfied Claim and Judgment Fund.

Any Medical Payments Coverage afforded under this policy shall be excess over any medical expense benefits paid or payable under this or any other policy.

#### **6. OUR RIGHT TO RECOVER PAYMENT**

The first paragraph of **Our Right To Recover Payment** does not apply to Personal Injury Protection Coverage.