

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PP 05 51 06 94

FIRST PARTY BENEFITS COVERAGE—PENNSYLVANIA

With respect to coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

SCHEDULE

**BASIC FIRST PARTY BENEFIT
BENEFIT**

Medical Expenses

LIMIT OF LIABILITY

\$5000

If indicated below or in the Declarations, the following options apply instead of the Basic First Party Benefit:

ADDED FIRST PARTY BENEFITS

BENEFITS

Medical Expenses
Work Loss

LIMIT OF LIABILITY

\$ _____
\$ _____ subject to a maximum of
\$ _____ per month
\$ _____
\$ _____

Funeral Expenses
Accidental Death

**COMBINATION FIRST PARTY BENEFITS
BENEFITS**

Medical Expenses
Work Loss
Funeral Expenses
Accidental Death
Maximum Limit of Liability For The Total
of All Combination First Party Benefits

LIMIT OF LIABILITY

No specific dollar amount
No specific dollar amount
\$ 2500
\$ _____
\$ _____

NOTE: If Added First Party Benefits or Combination First Party Benefits are not shown as applicable in the Schedule or Declarations, only the Basic First Party Benefit applies.

DEFINITIONS

The Definitions section is amended as follows:

- A. "The Act" refers to the Pennsylvania Motor Vehicle Financial Responsibility Law.
- B. The following definitions are replaced:
 - 1. "Bodily injury" means accidental bodily harm to a person and that person's resulting illness, disease or death.
 - 2. "Your covered auto" means a "motor vehicle":
 - a. To which Part A of this policy applies and for which a specific premium is charged; and
 - b. For which First Party Benefits Coverage required by the Act is maintained.

- C. The following definition is added:
 - "Motor vehicle" means a self-propelled vehicle, operated or designed for use upon public roads. However, "motor vehicle" does not include a vehicle operated:
 - 1. By muscular power; or
 - 2. On rails or tracks.
- D. "Insured" as used in this endorsement means:
 - 1. You or any "family member."
 - 2. Any other person while:
 - a. "Occupying" "your covered auto"; or
 - b. Not "occupying" a "motor vehicle" if injured as a result of an accident in Pennsylvania involving "your covered auto."

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

If "your covered auto" is parked and unoccupied it is not a "motor vehicle" involved in an accident unless it is parked in a manner which creates an unreasonable risk of injury.

FIRST PARTY BENEFITS COVERAGE INSURING AGREEMENT

A. BASIC FIRST PARTY BENEFIT

We will pay, in accordance with the Act, the Basic First Party Benefit to or for an "insured" who sustains "bodily injury." The "bodily injury" must be caused by an accident arising out of the maintenance or use of a "motor vehicle."

Subject to the limit shown in the Schedule or Declarations, the Basic First Party Benefit consists of:

Medical expenses. Reasonable and necessary medical expenses incurred for an "insured's":

1. Care;
2. Recovery; or
3. Rehabilitation.

This includes remedial care and treatment rendered in accordance with a recognized religious method of healing.

Medical expenses will be paid if incurred within 18 months from the date of the accident causing "bodily injury." However, if within 18 months from the date of the accident, it can be determined with reasonable medical probability that additional expenses may be incurred after this period, the 18 month time limit will not apply to the payment of the additional medical expenses.

B. ADDED FIRST PARTY BENEFITS

If the Schedule or Declarations indicates that Added First Party Benefits apply, we will pay Added First Party Benefits instead of the Basic First Party Benefit to or for an "insured" who sustains "bodily injury." The "bodily injury" must be caused by an accident arising out of the maintenance or use of a "motor vehicle." These benefits are subject to the provisions of the Act.

Subject to the limits shown in the Schedule or Declarations, Added First Party Benefits consist of the following:

1. Medical expenses as described in the Basic First Party Benefit.
2. Work loss.
 - a. Loss of income. Up to 80% of gross income actually lost by an "insured" as a result of the accident.

b. Reasonable expenses actually incurred to reduce loss of income by hiring:

- (1) Special help, thereby enabling an "insured" to work; or
- (2) A substitute to perform the work a self-employed "insured" would have performed.

However, work loss does not include:

- a. Loss of expected income or expenses incurred for services performed after the death of an "insured"; or
 - b. Any loss of income, or expenses incurred for services performed, during the first 5 working days the "insured" did not work due to "bodily injury."
3. Funeral expenses. Funeral or burial expenses actually incurred if "bodily injury" causes an "insured's" death within 24 months from the date of the accident.
 4. Accidental death. A death benefit paid if "bodily injury" causes the death of you or any "family member" within 24 months from the date of the accident.

We will pay accidental death to the executor or administrator of the deceased "insured's" estate. If there is no executor or administrator, the benefit shall be paid to:

- a. The deceased "insured's" surviving spouse; or
- b. If there is no surviving spouse, the deceased "insured's" surviving children; or
- c. If there is no surviving spouse or children, to the deceased "insured's" estate.

C. COMBINATION FIRST PARTY BENEFITS

If the Schedule or Declarations indicates that Combination First Party Benefits apply, we will pay Combination First Party Benefits instead of the Basic First Party Benefit to or for an "insured" who sustains "bodily injury." The "bodily injury" must be caused by an accident arising out of the maintenance or use of a "motor vehicle." These benefits are subject to the provisions of the Act.

Subject to the limits shown in the Schedule or Declarations, Combination First Party Benefits consist of the following, as described in the Basic First Party Benefit and Added First Party Benefits:

1. Medical expenses.
2. Work loss.
3. Funeral expenses.
4. Accidental death.

EXCLUSIONS

A. We do not provide First Party Benefits Coverage for "bodily injury" sustained by any "insured":

1. While intentionally causing or attempting to cause "bodily injury" to himself or any other person. We will not pay accidental death on behalf of that "insured."
2. While committing a felony.
3. While seeking to elude lawful apprehension or arrest by a law enforcement official.
4. While maintaining or using a "motor vehicle" knowingly converted by that "insured." This exclusion (**A.4.**) does not apply to:
 - a. You; or
 - b. Any "family member."
5. Who, at the time of the accident, is:
 - a. The owner of one or more registered "motor vehicles," none of which have in effect the financial responsibility required by the Act; or
 - b. "Occupying" a "motor vehicle" owned by that "insured" for which the financial responsibility required by the Act is not in effect.
6. Maintaining or using a "motor vehicle" while located for use as a residence or premises.
7. While "occupying" a:
 - a. Recreational vehicle designed for use off public roads; or
 - b. Motorcycle, moped or similar-type vehicle.

B. We do not provide First Party Benefits Coverage for "bodily injury":

1. Sustained by a pedestrian if the accident occurs outside of Pennsylvania. This exclusion (**B.1.**) does not apply to:
 - a. You; or
 - b. Any "family member."
2. Caused by or as a consequence of:
 - a. Discharge of a nuclear weapon (even if accidental);
 - b. War (declared or undeclared);

- c. Civil war;
- d. Insurrection; or
- e. Rebellion or revolution.

3. From or as a consequence of the following, whether controlled or uncontrolled or however caused:

- a. Nuclear reaction;
- b. Radiation; or
- c. Radioactive contamination.

LIMIT OF LIABILITY

A. The limits of liability shown in the Schedule or Declarations for the first party benefits that apply are the most we will pay to or for each "insured" as the result of any one accident, regardless of the number of:

1. Claims made;
2. Vehicles or premiums shown in the Declarations;
3. Vehicles involved in the accident; or
4. Insurers providing first party benefits.

B. If Combination First Party Benefits are afforded, we will make available at least the minimum limit required by the Act for the Basic First Party Benefit. This provision (**B.**) will not change our maximum limit of liability.

C. Any amounts payable under this coverage shall be excess over any amounts:

1. Paid;
 2. Payable; or
 3. Required to be provided;
- to an "insured" under any workers' compensation law or similar law.

PRIORITIES OF POLICIES

A. We will pay first party benefits in accordance with the order of priorities set forth by the Act. We will not pay if there is another insurer at a higher level of priority. The **First** category listed below is the highest level of priority and the **Fourth** category is the lowest level of priority. The priority order is:

- | | |
|---------------|--|
| First | The insurer providing benefits to the "insured" as a named insured. |
| Second | The insurer providing benefits to the "insured" as a family member who is not a named insured under another policy providing coverage under the Act. |
| Third | The insurer of the "motor vehicle" which the "insured" is "occupying" at the time of the accident. |

Fourth The insurer of any "motor vehicle" involved in the accident if the "insured" is not:

- a. "Occupying" a "motor vehicle"; and
- b. Provided first party benefits under any other automobile policy.

An unoccupied parked "motor vehicle" is not a "motor vehicle" involved in an accident unless it is parked in a manner which creates an unreasonable risk of injury.

B. If 2 or more policies have equal priority within the highest applicable priority level:

1. The insurer against whom the claim is first made shall process and pay the claim as if wholly responsible. The insurer is then entitled to recover contribution pro rata from any other insurer for the benefits paid and the costs of processing the claim. If such contribution is sought among insurers under the **Fourth** priority, proration shall be based on the number of involved motor vehicles.

2. If we are the insurer against whom the claim is first made, our payment to or for an "insured" will not exceed the applicable limit of liability for First Party Benefits Coverage shown in the Schedule or Declarations.
3. The maximum recovery under all policies will not exceed the amount payable under the policy with the highest limit of liability.

NON-DUPLICATION OF BENEFITS

No one will be entitled to recover duplicate payments for the same elements of loss under this or any other similar insurance including self-insurance.

PART F—GENERAL PROVISIONS

Part F is amended as follows:

The Our Right To Recover Payment provision does not apply.