

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL INJURY PROTECTION COVERAGE – NORTH DAKOTA

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

SCHEDULE

Benefits	Limit Of Liability
Medical Expenses	No specific dollar amount
Rehabilitation Expenses	No specific dollar amount
Work Loss	\$ 150 per week
Survivors' Income Loss	\$ 150 per week
Replacement Services Loss	\$ 15 per day
Survivors' Replacement Services Loss	\$ 15 per day
Funeral Expenses	\$ 3,500
Maximum Limit for the Total of All Personal Injury Protection Benefits	\$ 30,000
<input type="checkbox"/> COORDINATION OF MEDICAL EXPENSES	If indicated in the box to the left or in the Declarations, Coordination of Medical Expenses applies.

I. Definitions

The **Definitions** section is amended as follows:

A. The following definitions are replaced:

1. "Family member" means:
 - a. A spouse;
 - b. Any other person related to the "named insured" by blood, marriage or adoption; or
 - c. A ward or foster child; who is a resident of the "named insured's" household or who usually makes his or her home in the same household but temporarily lives elsewhere.
2. "Occupying" means to be in or upon.
3. "Your covered auto" means a "motor vehicle" with respect to which:
 - a. Security is required under the provisions of the North Dakota Auto Accident Reparations Act; and

- b. The bodily injury liability coverage of this policy applies and for which a specific premium is charged.

B. The following definitions are added:

1. "Motor vehicle" means a vehicle which:
 - a. Has more than three load-bearing wheels;
 - b. Is required to be registered under North Dakota law;
 - c. Is designed primarily for operation upon the public streets, roads and highways; and
 - d. Is driven by power other than muscular power.
This includes a trailer designed for use with such vehicle.
2. "Pedestrian" means any person not "occupying":
 - a. A "motor vehicle"; or
 - b. Any other vehicle designed to be driven or drawn by power other than muscular power.

3. "Ride-sharing arrangement" means the transportation of persons in a "motor vehicle" if the transportation:

- a. Is incidental to another purpose of the driver or owner; and
- b. Is not provided for a fee.

This includes such arrangements known as car pools and van pools as defined under North Dakota law.

4. "Survivor" means a dependent survivor of a deceased "insured" and includes only:

- a. The surviving spouse if residing in the deceased's household at the time of death. Such spouse's dependency shall end upon remarriage.
- b. Other persons receiving support from the deceased at the time of death which would qualify them as dependents of the deceased for federal income tax purposes under the Federal Internal Revenue Code.

C. As used in this endorsement:

1. "Insured" means:

a. The "named insured" or any "family member" who sustains "bodily injury" while:

- (1) "Occupying" any "motor vehicle"; or
- (2) A "pedestrian" struck by any "motor vehicle" or motorcycle.

b. Any other person who sustains "bodily injury" while:

- (1) "Occupying" or while a "pedestrian" struck by "your covered auto"; or
- (2) "Occupying" a "motor vehicle" not owned by the "named insured" or any "family member", if the "bodily injury" results from the operation of such "motor vehicle" by that "named insured" or "family member".

2. "Named insured" means the person named in the Declarations.

II. Personal Injury Protection Coverage

Insuring Agreement

A. We will pay, in accordance with the North Dakota Auto Accident Reparations Act, personal injury protection benefits to or for an "insured" who sustains "bodily injury". The "bodily injury" must:

- 1. Be caused by an accident; and
- 2. Arise out of the operation, maintenance or use of a "motor vehicle" as a vehicle.

B. Subject to the limits shown in the Schedule or Declarations, these benefits consist of the following:

1. Medical expenses. Usual and customary charges incurred for reasonable and necessary:

- a. Medical, surgical, diagnostic, x-ray, dental, prosthetic, ambulance, hospital or professional nursing services; or
- b. Services for remedial treatment and care.

Usual and customary charges do not include:

a. The portion of the charge for a room in any:

- (1) Hospital, clinic, convalescent or nursing home; or
- (2) Extended care facility or any other similar facility;

in excess of the reasonable and customary charge for semiprivate accommodations unless intensive care is medically needed;

b. Charges for drugs sold without a prescription;

c. Charges for experimental treatments; or

d. Charges for medically unproven treatments.

2. Rehabilitation expenses. The cost of a procedure or treatment for rehabilitation or a course of rehabilitative occupational training if:

a. The procedure, treatment or training is:

- (1) Reasonable and appropriate for the particular case;
- (2) Likely to contribute substantially to medical or occupational rehabilitation; and

b. The cost is reasonable in relation to its probable rehabilitative effects.

3. Work loss. 85% of loss of income from work an "insured", who would normally be employed in gainful activity during the disability period, would have performed had such "insured" not been injured. Work loss shall be reduced by income:

a. From substitute work actually performed by the "insured"; or

- b. The "insured" would have earned from available, appropriate substitute work which such "insured" was capable of performing but unreasonably failed to undertake.
4. Replacement services loss. Expenses incurred in obtaining ordinary and necessary services instead of those that an "insured" would have performed for the benefit of the "insured" or the "insured's" household had such "insured" not been injured. Replacement services loss does not include:
 - a. Expenses for services the "insured" would have performed for income;
 - b. Expenses for services obtained from any "family member"; or
 - c. Any loss after the death of the "insured".
 5. Survivors' income loss. Loss sustained after an "insured's" death by the "insured's" "survivors" during their dependency. Such loss consists of the loss of contributions the "survivors" would have received for their support from such "insured", out of income from work the "insured" would normally have performed, had such "insured" not died.
 6. Survivors' replacement loss. Expenses incurred after an "insured's" death by the "insured's" "survivors" in obtaining ordinary and necessary services instead of those such "insured" would have performed for the benefit of the "insured's" household. Survivors' replacement services loss does not include expenses for services:
 - a. The "insured" would have performed for income; or
 - b. Obtained from any "family member".
 7. Funeral expenses. Reasonable expenses incurred for a professional funeral, cremation and burial.
- c. Otherwise maintaining;
 - a "motor vehicle". This exclusion (A.1.) does not apply to such conduct which:
 - a. Involves the actual operation of a "motor vehicle" as a vehicle on the business premises; or
 - b. Occurs off the business premises.
2. Arising out of conduct in the course of loading or unloading any "motor vehicle" unless such injury occurs while "occupying" such "motor vehicle".
 3. While "occupying" any "motor vehicle" without the express or implied consent of the owner or while not in lawful possession of any "motor vehicle".
 4. If such injury was intentionally caused by that "insured" or resulted from that "insured" intentionally attempting to cause "bodily injury" to himself or herself or another person. If any "insured" dies as a result of intentionally causing or attempting to cause "bodily injury" to oneself, we will not provide coverage for survivors' income loss or survivors' replacement services loss.
 5. While in the course of, or in practice or preparation for, a racing or speed contest.
 6. Arising out of the operation, maintenance or use of any "motor vehicle" while located for use as a residence or premises.
 7. If such injury arises out of the "insured's" entering or alighting from a stopped "motor vehicle" and such injury was not caused by another "motor vehicle".
- B. We do not provide Personal Injury Protection Coverage for "bodily injury" sustained by:
 1. The "named insured" while "occupying" any "motor vehicle", other than "your covered auto", which is owned by the "named insured".

Exclusions

- A. We do not provide Personal Injury Protection Coverage for "bodily injury" sustained by any "insured":
 1. If such injury arises out of conduct within the course of a business of:
 - a. Repairing;
 - b. Servicing; or

2. Any "family member" while "occupying" any "motor vehicle" which is owned by that "family member" and for which the security required by the North Dakota Auto Accident Reparations Act is not in effect.
3. The "named insured" or any "family member" while "occupying", or while a "pedestrian" struck by, any "motor vehicle" other than:
 - a. "Your covered auto"; or
 - b. A "motor vehicle" being used in a "ride-sharing arrangement";
 for which the security required by the North Dakota Auto Accident Reparations Act is in effect.
4. Any "pedestrian", other than the "named insured" or any "family member", if the accident occurs outside of North Dakota.

C. We do not provide Personal Injury Protection Coverage for "bodily injury":

1. Due to:
 - a. War (declared or undeclared);
 - b. Civil war;
 - c. Insurrection;
 - d. Rebellion or revolution; or
 - e. Any act or condition incident to any of the above.
2. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

Coordination Of Medical Expenses

If the Schedule or Declarations indicates that Coordination of Medical Expenses applies, we will not provide Personal Injury Protection Coverage for medical expenses exceeding \$10,000, to the extent that such expenses are paid or payable under any other insurance, service, benefit or reimbursement plan.

This provision does not apply to medical expenses which are paid or payable under:

1. Medicare benefits provided by the federal government; or
2. Other personal injury protection benefits.

Limit Of Liability

- A.** The Limits Of Liability shown in the Schedule or Declarations for Personal Injury Protection Coverage are the most we will pay to or for an "insured" as the result of any one "motor vehicle" accident, regardless of the number of:
1. "Insureds";

2. Policies or approved plans of self-insurance applicable;
3. "Your covered autos"; or
4. Claims made.

B. Any amount payable for Personal Injury Protection Coverage shall be reduced by all sums paid or payable to an "insured" for the same elements of loss under any workers' compensation law.

Other Insurance

A. If there is other applicable personal injury protection coverage, any coverage we provide under this endorsement with respect to "bodily injury" sustained by an "insured":

1. Will apply on a primary basis, if the accident arises out of the use or operation of "your covered auto".
2. Will apply on an excess basis, if:
 - a. The accident involves the operation of "your covered auto" in a "ride-sharing arrangement"; and
 - b. The "insured" is a "named insured" or "family member" under another policy affording personal injury protection coverage required by the North Dakota Auto Accident Reparations Act.
3. As defined in Section **b.(2)** of the definition of "insured", will apply on a primary basis, if the accident arises out of the use or operation of a "motor vehicle" which is insured under a policy affording coverage to someone engaged in the business of:

- | | |
|---------------|-------------|
| a. Selling; | e. Leasing; |
| b. Repairing; | f. Renting; |
| c. Servicing; | or |
| d. Storing; | g. Parking; |

"motor vehicles". This provision **(A.3.)** applies only if the "named insured" or any "family member" is neither the person engaged in such business nor that person's employee or agent.

B. If there is other applicable personal injury protection coverage, including approved plans of self-insurance:

1. The maximum recovery for the total of all personal injury protection benefits under all such insurance shall not exceed the amount which would have been payable under the coverage providing the highest limit of liability.

2. We will pay only our share. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability.
- C.** No one will be entitled to duplicate payments for the same elements of loss under this or any other similar insurance, including approved plans of self-insurance.
- D.** In consideration of coverage provided by this endorsement and the adjustment of applicable premiums:
1. Any amount payable under Uninsured Motorists Coverage shall be reduced by any amount paid or payable for personal injury protection benefits under this or any other automobile insurance policy.
 2. Any Medical Payments Coverage afforded under this policy shall be excess over any personal injury protection benefits paid or payable under this or any other automobile insurance policy.

III. Part E – Duties After An Accident Or Loss

Part E is amended as follows:

A. Duty **B.5.** is replaced by the following:

An "insured" or someone on the "insured's" behalf must promptly give us written proof of claim, under oath if required. Such proof of claim shall include:

- a. Full details of the nature and extent of the "bodily injury";
- b. Treatment and rehabilitation received and contemplated; and
- c. Any other information which may assist us in determining the amount due and payable.

B. Duty **B.3.** is replaced by the following:

An "insured" seeking Personal Injury Protection Coverage must:

3. Submit, as often as we reasonably require:
 - a. To mental or physical exams by physicians we select. We will pay for these exams.
 - b. To examination under oath and subscribe the same.

C. The following duty is added:

If an "insured", the "insured's" legal representative or the "insured's" "survivors" take legal action, against a person or organization who may be legally responsible, to recover damages for "bodily injury", that person must promptly forward to us a copy of the summons and complaint or other process served in connection with such action.

IV. Part F – General Provisions

Part F is amended as follows:

A. The **Our Right To Recover Payment** provision is replaced by the following:

Subrogation

Subject to any applicable limitation set forth in the North Dakota Auto Accident Reparations Act, if we make a payment under this coverage we shall be subrogated, to the extent of such payment, to the rights of the person to or for whom the payment was made. That person shall:

1. Execute and deliver the instruments and papers and do whatever else is necessary to secure such rights; and
2. Do nothing after loss to prejudice such rights.

Reimbursement And Trust

If we make a payment under this coverage to any person:

1. And the person to or for whom payment is made recovers damages from any person or organization legally responsible for the "bodily injury", we shall be entitled to the proceeds of the recovery, to the extent of our payment.
2. We shall have a lien to the extent of our payment. Notice of the lien may be given to:
 - a. The person or organization causing such "bodily injury";
 - b. The person or organization's agent or insurer; or
 - c. A court having jurisdiction.
3. That person shall:
 - a. Hold in trust for us, all rights of recovery that person has against another person or organization because of the "bodily injury";

- b. Do whatever is proper to secure such rights;
- c. Do nothing after loss to prejudice them; and
- d. Execute and deliver to us, instruments and papers as may be appropriate to secure that person's and our rights and obligations.

B. Paragraph **B.** of the **Policy Period And Territory** provision is replaced by the following:

B. The policy territory is:

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

C. The following condition is added:

Constitutionality Clause

The premium for and coverages of the policy have been established in reliance upon the North Dakota Auto Accident Reparations Act. If a court of competent jurisdiction:

- 1. Declares; or
- 2. Enters a judgment which renders; the provisions of the North Dakota Auto Accident Reparations Act invalid or unenforceable in whole or in part, we shall have the right to:
 - 1. Recompute the premium payable for the policy; and
 - 2. At our option, void or amend the provisions of this endorsement.