

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL INJURY PROTECTION COVERAGE - MARYLAND

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

SCHEDULE

<p>Maximum Limit For the Total of All Personal Injury Protection Benefits</p>	<p>\$_____ per person</p>
<p><input type="checkbox"/> Exclusion of Benefits</p>	<p>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".</p>

I. Definitions

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

A. The following definitions are replaced:

1. "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.
2. "Occupying" means in or upon or entering into or alighting from.
3. "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.

B. The following definitions are added:

1. "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.

2. "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.
3. "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.

C. As used in this endorsement, "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".

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".

II. Personal Injury Protection Coverage

INSURING AGREEMENT

- A. We will pay personal injury protection benefits to or for an "insured" who sustains "bodily injury". The "bodily injury" must arise from a "motor vehicle" accident.
- B. Subject to the limit shown in the Schedule or Declarations, personal injury protection benefits consist of the following:

1. Medical Expenses

Payment for all reasonable expenses incurred within 3 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.

2. Income Continuation

Payment for 85% of loss of gross "income" incurred during the lifetime of the "insured" and within 3 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".

3. Essential Services

Payment for necessary and reasonable expenses incurred, within 3 years from the date of the accident, in obtaining essential services ordinarily performed by the "insured" for care and maintenance of

EXCLUSIONS

We will not provide Personal Injury Protection Coverage for "bodily injury" sustained by any "insured":

1. Who intentionally causes the "motor vehicle" accident.
2. While operating or voluntarily riding in a "motor vehicle" known by that "insured" to be stolen.
3. While in the commission of a felony or fleeing or attempting to elude a police officer.
4. Arising out of the ownership, maintenance, or use of a motorcycle, moped, or motor scooter by that "insured".
5. Who is the named insured or "family member" while "occupying" any "motor vehicle" which is owned by that "insured" and for which personal injury protection benefits required by the Maryland Insurance Code are not provided.
6. If that "insured" is not a legal resident of Maryland and is injured, while a "pedestrian", in an accident occurring outside of Maryland.
7. 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.
8. 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 Exclusion (8.) 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.

9. 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.

10. Resulting from:

- a. Radioactive;
- b. Toxic;
- c. Explosive; or
- d. Other hazardous properties; of nuclear material.

11. 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 (11.) 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".

EXCLUSION OF BENEFITS

If the Schedule or Declarations 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".

LIMIT OF LIABILITY

The limit of liability shown in the Schedule or Declarations 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:

- 1. "Insureds";
- 2. Policies or bonds applicable;
- 3. Claims made; or
- 4. "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.

OTHER INSURANCE

A. 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.

B. 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.

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 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.

B. The following duties are added:

1. A person making a claim for income continuation shall authorize us to obtain details of all wages, salary payments or their equivalent:
 - a. Paid to that person by any employer; or
 - b. Earned by that person; since the time of the "bodily injury" or during the year immediately preceding the date of the accident.
2. 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.
3. 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.

IV. Part F - General Provisions

Part F is amended as follows:

- A.** The following is added to the **Our Right To Recover Payment** Provision:

OUR RIGHT TO RECOVER PAYMENT

Paragraph **A.** of the provision does not apply to Personal Injury Protection Coverage.

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

POLICY PERIOD AND TERRITORY

B. The policy territory is:

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

C. The following provision is added:

PROMPT PAYMENT OF CLAIMS

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.

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