

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PERSONAL INJURY PROTECTION COVERAGE – MICHIGAN**

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

**SCHEDULE**

Benefits	Limit Of Liability
Medical Expenses	No maximum dollar amount
Funeral Expenses	Up to \$1,750 per person
Work Loss	Up to \$5,392* for any 30-day period
Replacement Services	\$20 per day maximum
Survivor's Loss Consisting Of Income Loss And Replacement Services	Up to \$5,392* for any 30-day period subject to a \$20 per day maximum for replacement services
*Or whatever amount is established under the Michigan Insurance Code for accidents occurring on or after the date of the change in the maximum	

The following options apply as indicated in the Declarations or by an X in the box below:

**Coordination Of Benefits**

Coordination of medical expenses (excluding Medicare benefits provided by the federal government) applies to you or any "family member".

Coordination of work loss applies to you or any "family member".

**Rejection Of Work Loss**

Work loss does not apply to an "insured" age 60 or older who has signed a form rejecting the work loss benefit.

**Deductible**

A deductible of \$ \_\_\_\_\_ applies to you or any "family member".

**I. Definitions**

- A.** The definition of "your covered auto" is replaced by the following:  
 "Your covered auto" means an "auto":
1. For which you are required to maintain security under the Michigan Insurance Code; and
  2. To which the bodily injury liability coverage of this Policy applies.

**B.** The following definitions are added:

1. "Auto" means a motor vehicle or trailer operated or designed for use on public roads. It does not include:
  - a. A motorcycle or moped;
  - b. A farm tractor or other implement of husbandry which is not subject to the registration requirements of the Michigan Vehicle Code; or
  - c. A vehicle operated by muscular power or with fewer than three wheels.

2. "Auto accident" means a loss involving the ownership, operation, maintenance or use of an "auto" as an "auto" regardless of whether the accident also involves the ownership, operation, maintenance or use of a motorcycle as a motorcycle.

**C. "Insured" as used in this endorsement means:**

1. You or any "family member" injured in an "auto accident";
2. Anyone else injured in an "auto accident":
  - a. While "occupying" "your covered auto"; or
  - b. If the accident involves any other "auto":
    - (1) Which is operated by you or any "family member"; and
    - (2) To which Part A of this Policy applies;
  - c. While not "occupying" any "auto" if the accident involves "your covered auto".

**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:
1. Be caused by accident; and
  2. Result from the ownership, maintenance or use of an "auto" as an "auto".
- B.** These benefits are subject to the provisions of the Michigan Insurance Code. Subject to the limits shown in the Schedule or Declarations, personal injury protection benefits consist of the following:

**1. Medical Expenses**

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

- a. Care;
- b. Recovery; or
- c. Rehabilitation.

Only semiprivate room charges will be paid unless special or intensive care is required.

**2. Funeral Expenses**

Reasonable funeral and burial expenses incurred.

**3. Work Loss**

Up to 85% of an "insured's" actual loss of income from work. We will pay a higher percentage if the "insured" gives us reasonable proof that net income is more than 85% of gross income. The most we will pay in any 30-day period for this benefit is the amount shown in the Schedule or Declarations unless another amount is established by law. Any income an "insured" earns during the 30-day period is included in determining the income benefit we will pay. This benefit is payable for loss sustained during the three years after the accident. It does not apply after an "insured" dies. We will prorate this benefit for any period less than 30 days.

**4. Replacement Services**

Reasonable expenses for obtaining services to replace those an "insured" would have done:

- a. Without pay; and
- b. For the benefit of that "insured" or that "insured's" dependents.

This benefit is payable for loss sustained during the three years after the accident. It does not apply after an "insured" dies.

**5. Survivor's Loss**

**a. Income Loss**

The contributions a deceased "insured's" spouse and dependents would have received as dependents, if the "insured" had not died. The contributions must be tangible things of economic value, not including services.

**b. Replacement Services**

Reasonable expenses incurred for obtaining services to replace those a deceased "insured" would have done for that "insured's" spouse and dependents.

The most we will pay in any 30-day period for the total of these benefits is the amount shown in the Schedule or Declarations unless another amount is established by law. These benefits are payable for loss sustained during the three years after the accident. A deceased "insured's" spouse must have either:

- a. Resided with; or
- b. Been dependent on;

the "insured" at the time of death. The benefits end for a spouse at remarriage or death.

Any other person who was dependent upon the deceased "insured" at the time of death qualifies for benefits if, and as long as, that dependent is:

- a. Under age 18; or
- b. Physically or mentally unable to earn a living; or
- c. In a full-time formal program of academic or vocational education or training.

#### **EXCLUSIONS**

- A.** We do not provide Personal Injury Protection Coverage for "bodily injury":
1. To any "insured" who intentionally caused the "bodily injury".
  2. Sustained by any "insured" using an "auto" which that "insured" had taken unlawfully. This exclusion **(A.2.)** does not apply if the "insured" had a reasonable belief that he or she was entitled to use the "auto".
  3. Sustained by any "insured" while not "occupying" an "auto" if the accident takes place outside Michigan. However, this exclusion **(A.3.)** does not apply to:
    - a. You; or
    - b. Any "family member".
  4. To you while "occupying", or struck by while not "occupying", any "auto":
    - a. Owned or registered by you; and
    - b. Which is not "your covered auto".
  5. Sustained by the owner or registrant of an "auto" involved in the accident and for which the security required under the Michigan Insurance Code is not in effect.
  6. Sustained by anyone entitled to Michigan no-fault benefits as a family member under another policy except while an operator or passenger of a motorcycle involved in the accident. This exclusion **(A.6.)** does not apply to:
    - a. You; or
    - b. Any "family member".
  7. Sustained by anyone entitled to Michigan no-fault benefits as a named insured under another policy except while an operator or passenger of a motorcycle involved in the accident. This exclusion **(A.7.)** does not apply to you.
  8. Sustained while "occupying", or struck by while not "occupying", an "auto" (other than "your covered auto") if:
    - a. Operated by you or any "family member"; and
    - b. The owner or registrant has the security required under the Michigan Insurance Code.This exclusion **(A.8.)** does not apply to:
    - a. You; or
    - b. Any "family member".
  9. Sustained while "occupying" an "auto" located for use as a residence or premises.
  10. Sustained while "occupying" a public auto for which the security required under the Michigan Insurance Code is in effect. This exclusion **(A.10.)** does not apply to "bodily injury" to you or a "family member" while a passenger in a:
    - a. School bus;
    - b. Certified common carrier;
    - c. Bus operated under government sponsored transportation program;
    - d. Bus operated by or servicing a nonprofit organization;
    - e. Bus operated by a watercraft, bicycle or horse livery used only to transport passengers to or from a destination point; or
    - f. Taxicab.

11. Sustained by you or any "family member" while "occupying" an "auto" which is owned or registered by:
  - a. Your employer; or
  - b. Any "family member's" employer; and for which the security required under the Michigan Insurance Code is in effect.
12. Sustained while "occupying" an "auto" other than "your covered auto":
  - a. For which the owner or registrant is not required to provide security under the Michigan Insurance Code; and
  - b. Which is being operated by you or a "family member" outside Michigan.

This exclusion **(A.12.)** does not apply to:

- a. You or any "family member"; or
  - b. Medical or funeral expense benefits.
13. Arising out of the ownership, operation, maintenance or use of a parked "auto". This exclusion **(A.13.)** does not apply if:
    - a. The "auto" was parked in such a way as to cause unreasonable risk of the "bodily injury"; or
    - b. The "bodily injury" resulted from physical contact with:
      - (1) Equipment permanently mounted on the "auto" while the equipment was being used; or
      - (2) Property being lifted onto or lowered from the "auto"; or
    - c. The "bodily injury" was sustained while "occupying" the "auto".

However, Exceptions **b.** and **c.** to this exclusion **(A.13.)** do not apply to any employee that has Michigan workers' disability compensation benefits available and who sustains "bodily injury" in the course of employment while loading, unloading or doing mechanical work on an auto, unless the injury arises from the use or operation of another vehicle.

14. Sustained in an "auto accident" by you or any "family member" while an operator or passenger of a motorcycle, if the owner, registrant or operator of the "auto" has provided security for that "auto" as required under the Michigan Insurance Code.

**B.** We do not provide Personal Injury Protection Coverage for:

1. Medical expenses for you or any "family member":
  - a. To the extent that similar benefits are paid or payable under any other insurance, service, benefit or reimbursement plan (excluding Medicare benefits provided by the federal government); and
  - b. If Coordination of Benefits for medical expenses is indicated in the Schedule or Declarations.
2. Work loss for you or any "family member":
  - a. To the extent that similar benefits are paid or payable under any other insurance, service, benefit or reimbursement plan; and
  - b. If Coordination of Benefits for work loss is indicated in the Schedule or Declarations.
3. Work loss for an "insured" age 60 or older if:
  - a. Rejection of Work Loss is indicated in the Schedule or Declarations; and
  - b. That "insured" has signed a form rejecting the work loss benefit.

**LIMIT OF LIABILITY**

The Limits Of Liability shown in the Schedule or Declarations for Personal Injury Protection Coverage are the most we will pay for each "insured" injured in any one accident, regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations;
4. Vehicles involved in the accident; or
5. Insurers providing no-fault benefits.

Any amount payable under this insurance shall be reduced by:

1. Any amounts paid, payable or required to be provided by state or federal law except any amounts paid, payable or required to be provided by Medicare, provided that the benefits:
  - a. Serve the same purpose as personal injury protection benefits paid or payable to an "insured" under this Policy; and
  - b. Are provided or required to be provided as a result of the same accident for which this insurance is payable. However, this insurance shall not be reduced by any amount of workers' compensation benefits, if workers' compensation benefits that are required to be provided are not available to an "insured".
2. Any deductible you elect. However, the deductible applies only to you and any "family member".

### III. Part E – Duties After An Accident Or Loss

A. Duties **B.1.** and **B.5.** are replaced by the following:

A person seeking coverage must:

1. Cooperate with us in the investigation or settlement of any claim.
2. Submit a written proof of claim when required by us.

B. Duty **B.2.** does not apply.

C. The following duty is added:

A person seeking coverage must promptly send us copies of the legal papers if a suit is brought.

D. Paragraph **B.3.b.** does not apply.

### IV. Part F – General Provisions

A. The **Legal Action Against Us** Provision is replaced by the following:

#### **Legal Action Against Us**

No legal action may be brought against us until there has been full compliance with the terms of this coverage. In addition, no legal action may be brought against us after one year from the date of accident causing the injury unless:

1. Written notice of the injury has been given to us within one year from the date of the accident; or

2. We have already paid any personal injury protection benefits for the injury.

If either **1.** or **2.** applies, you may bring action against us. Action must be brought within one year from the date the most recent medical or funeral expense or work or survivor's loss was incurred. No one may recover benefits for any portion of the loss incurred more than one year before the date on which the action was begun.

B. The **Our Right To Recover Payment** Provision is amended as follows:

1. Paragraph **A.** of the provision is replaced by the following:

A. If we make a payment under this coverage and the person to or for whom payment was made has a right to recover damages from the owner or operator of a motor vehicle, and that owner or operator is an uninsured motorist, we shall be subrogated to that right. That person shall do:

1. Whatever is necessary to enable us to exercise our rights; and
2. Nothing after loss to prejudice them.

2. The following is added to Paragraph **B.** of the provision:

Our right is subject to any applicable limitations stated in the Michigan Insurance Code.

C. The following provisions are added:

#### **Duplication Of Benefits**

No one will be entitled to duplicate payments for the same elements of loss under this coverage regardless of the number of:

1. Vehicles covered; or
2. Insurers (including self-insurers) providing security in accordance with the Michigan Insurance Code or any other similar law.

An "insured" who sustains "bodily injury" resulting from an "auto accident" which shows evidence of the involvement of an "auto" while an operator or passenger of a motorcycle shall claim insurance benefits in the following order of priority:

1. The insurer of the owner or registrant of the "auto" involved in the accident.
2. The insurer of the operator of the "auto" involved in the accident.
3. The "auto" insurer of the operator of the motorcycle involved in the accident.

4. The "auto" insurer of the owner or registrant of the motorcycle involved in the accident.

**Premium Recomputation**

The Michigan Insurance Code places certain limitations on a person's right to sue for damages. The premium for this Policy reflects these limitations. A court from which there is no appeal can declare any of these limitations unenforceable. If this occurs, we will have the right to recompute the premium. You can choose to delete any coverage as the result of the court's decision. If you do, we will compute any refund of premium on a pro rata basis.