

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

PERSONAL INJURY PROTECTION COVERAGE – KENTUCKY

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

DEFINITIONS

As used in this endorsement the following definitions are replaced:

H. "Family member" means the spouse and any person related to the Named Insured by blood, marriage, or adoption, including a minor in the custody of:

1. The Named Insured;
2. The Named Insured's spouse; or
3. Any related person;

who is a resident of the Named Insured's household or who is temporarily residing elsewhere.

However, "family member" does not include any such person who is the named insured under any other policy providing the security required by the Kentucky Motor Vehicle Repairs Act.

J. "Occupying" means in or upon, entering into or alighting from.

Q. "Your covered auto" means a "motor vehicle":

1. To which the **Bodily Injury Liability Coverage** of this policy applies and for which a specific premium is charged; and
2. For which the Named Insured is required by the Kentucky Motor Vehicle Repairs Act to maintain security.

As used in this endorsement the following definitions are added:

"Motor vehicle" means a vehicle as defined in the Kentucky Motor Vehicle Repairs Act.

"Named Insured" means the person named in the Declarations

"Pedestrian" means a person who is not "occupying" a "motor vehicle" at the time injury occurs.

"Survivor" means a person identified in the Kentucky Revised Statutes as one entitled to receive benefits due to the death of another person.

"Insured" as used in this endorsement means:

A. The Named Insured or a "family member" while:

1. "Occupying"; or
2. A "pedestrian" struck by;
any "motor vehicle".

B. Any other person while:

1. "Occupying"; or
2. A "pedestrian" struck by;
"your covered auto".

However, "insured" does not include:

A. The Named Insured or a "family member" who has rejected the limitation upon his tort rights pursuant to the Kentucky Motor Vehicle Repairs Act, unless **Personal Injury Protection Coverage** benefits have subsequently been purchased under this policy for that person.

- B. Any other person who has rejected the limitation upon his tort rights pursuant to the Kentucky Motor Vehicle Repairs Act.

Any rejection of tort limitations applicable only to motorcycles shall not affect the status of any person as an "insured" with respect to any "motor vehicle" other than a motorcycle.

INSURING AGREEMENT

We will pay, in accordance with the Kentucky Motor Vehicle Repairs Act, **Personal Injury Protection Coverage** benefits to or for an "insured" who sustains "bodily injury". The "bodily injury" must be caused by an accident arising out of the operation, maintenance, or use of a "motor vehicle" as a vehicle.

Subject to the limits shown in the Declarations, **Personal Injury Protection Coverage** benefits consist of the following:

- A. **Medical expenses.** Reasonable charges incurred for reasonably needed products, services, and accommodations including those for:
1. Medical care, physical rehabilitation, rehabilitative occupational training, licensed ambulance services, and other remedial treatment and care;
 2. Any non-medical remedial treatment rendered in accordance with a recognized religious method of healing; and
 3. Any healing arts profession of a type licensed by Kentucky.

Medical expenses do not include that portion of a charge for a room in a:

1. Hospital, clinic, convalescent, or nursing home; or
2. Any other institution engaged in providing nursing care and related services;

in excess of a reasonable and customary charge for semi-private accommodations, unless intensive care is medically required.

- B. **Funeral expenses.** Reasonable charges incurred for expenses which are in any way related to a funeral, cremation, or burial.
- C. **Work loss.**
1. Loss of income from work an "insured" would probably have performed had he not sustained "bodily injury".
 2. Expenses reasonably incurred by an "insured" in obtaining services instead of those he would have performed for income.

Work loss shall be reduced by any income from substitute work actually performed by the "insured".

- D. **Replacement services loss.** Expenses reasonably incurred in obtaining ordinary and necessary services instead of those an "insured" would have performed, not for income, but for his or his family's benefit had he not sustained "bodily injury".
- E. **Survivor's economic loss.** Loss after an "insured's" death of contributions of things of economic value to his "survivors". Survivor's economic loss:
1. Shall be reduced by any expenses of the "survivors" which are avoided due to the "insured's" death.
 2. Does not include services the "survivors" would have received from the "insured" had he not died.
- F. **Survivor's replacement services loss.** Expenses reasonably incurred by "survivors" after an "insured's" death in obtaining ordinary and necessary services instead of those the "insured" would have performed for their benefit had he not died. Such expenses shall be reduced by any expenses of the "survivors" which are avoided due to the "insured's" death which were not subtracted in calculating survivor's economic loss.

EXCLUSIONS

- A. We do not provide **Personal Injury Protection Coverage** for "bodily injury" sustained by:

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1. Any "insured" if such injury arises from that "insured's" conduct within the course of a business of:
 - a. Repairing;
 - b. Servicing; or
 - c. Otherwise maintaining;

"motor vehicles". This exclusion does not apply if such conduct occurs off the business premises.
2. Any "insured" arising from conduct in the course of loading or unloading any "motor vehicle". This exclusion does not apply if such conduct occurs while "occupying" that "motor vehicle".
3. Any "insured":
 - a. Intentionally causing; or
 - b. Attempting to cause;

"bodily injury". If that "insured" dies as a result of such "bodily injury", his "survivors" are not entitled to survivor's economic loss or survivor's replacement services loss.
4. Any "pedestrian", other than the Named Insured or a "family member", outside of Kentucky.
5. Any "insured", other than the Named Insured or a "family member", while "occupying" a "motor vehicle" which is:
 - a. Regularly used in the course of the business of transporting persons or property; and
 - b. One of 5 or more "motor vehicles" under common ownership;

if the accident occurs outside of Kentucky.

However, this exclusion does not apply if:

 - a. The "insured" is a Kentucky resident;
 - b. The "motor vehicle" the "insured" is "occupying" at the time of the accident is a bus which:
 - 1) Is secured as required by the Kentucky Motor Vehicle Repairs Act; and
 - 2) Is registered in Kentucky; and
 - c. The "insured" boarded the bus in Kentucky.
6. Any "insured", other than the Named Insured or a "family member", while "occupying" a "motor vehicle" owned by a government, other than the Kentucky state government or its:
 - a. Political subdivisions;
 - b. Municipal corporations; or
 - c. Public agencies;

if the accident occurs outside of Kentucky.
7. Any "insured" arising out of the use of any "motor vehicle" while located as a residence or premises.
8. Any "insured" while "occupying" a "motorcycle". This exclusion does not apply if a premium is indicated in the Declarations for **Motorcycle Personal Injury Protection Coverage**.
9. Resulting from "your covered auto" being involved in any prearranged, organized, or spontaneous race or involved in:
 - a. Preparation for a race of this type, but only while in any pit area, on the track or racecourse, or its entrance or exit lanes; or
 - b. Practicing or qualifying for a race of this type.

A race includes any contest for speed or endurance, whether against another competitor or against a time measuring device.

10. Loss caused by or resulting from “your covered auto” being used at a:
 - a. Racing facility; or
 - b. Facility or roadway temporarily designated for speed, time, racing, or performance driving events. This includes, but is not limited to, the use of “your covered auto” at a performance or racing driving school, a rally in excess of the legal speed limit, or a closed road rally.

However, Exclusions 9.a. and 10. do not apply while “your covered auto” is:

- a. In a race facility’s “paddock” area or a specified show display area;
 - b. Being trailered from one location to another;
 - c. Used by you to attend a racing event as a spectator;
 - d. Being operated for purposes of display in any pre- or post-race parade laps; or
 - e. Involved in an organized event on public roads while operated within legal speed.
11. Loss caused by or resulting from “your covered auto” being used to prepare, practice, qualify for, or participate in, any of the following activities, regardless of where they take place:
 - a. Forced hydraulic bouncing competitions or exhibitions;
 - b. Pulling against another vehicle, or pulling of a weighted object during competitions or exhibitions, but not including trailer pulling;
 - c. Stereo thumping competitions or exhibitions; or
 - d. Any other similar competitive or exhibition activity that a reasonable person could foresee may cause injury or damage.

However, this exclusion does not apply while “your covered auto” is:

- a. In a facility or a specified show display area and is not involved in any competitive or exhibition activity described in this exclusion;
- b. Being trailered from one location to another; or
- c. Used by you to attend an event as a spectator.

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

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- C. We do not provide **Personal Injury Protection Coverage** benefits for “bodily injury” sustained by:
1. The Named Insured or a “family member”, who has not rejected his tort limitation pursuant to the Kentucky Motor Vehicle Reparations Act, while:
 - a. “Occupying”; or
 - b. A “pedestrian” struck by;

any “motor vehicle”, other than “your covered auto”, for which the security required by the Kentucky Motor Vehicle Reparations Act is in effect. This exclusion does not apply if the provider of such security fails to make payment for loss within 30 days of reasonable proof of the fact and the amount of loss sustained.
 2. Any “insured”, other than the Named Insured or a “family member”, which arises from the maintenance or use of a “motor vehicle” without a good faith belief that he is legally entitled to do so.

LIMIT OF LIABILITY

- A. The limits of liability shown in the Declarations are the most we will pay to or for each “insured” injured in any single “motor vehicle” accident, regardless of the number of:
1. “Insureds”;
 2. Policies or approved self-insurance plans applicable;
 3. Claims made; or
 4. “Your covered autos”.
- B. Any amounts payable under this coverage shall be reduced by any applicable deductible shown in the Declarations. Such deductible shall be applicable only to the Named Insured or a “family member”.
- If the deductible is applicable to 2 or more persons who sustain “bodily injury” in the same “motor vehicle” accident, the amount of the deductible shall be prorated equally among them.
- The Named Insured or a “family member” is entitled to receive under this coverage the difference between the deductible shown in the Declarations and a larger personal injury protection coverage deductible applicable under another policy.
- C. The maximum limit of liability shown in the Declarations for the total of work loss, replacement services loss, survivor’s economic loss, and survivor’s replacement services loss shall be prorated for any period less than one week. If an “insured’s” earnings or work is seasonal or irregular, the maximum limit of liability shall be equitably adjusted on an annual basis.
- D. In calculating the loss or expenses for which **Personal Injury Protection Coverage** is payable, we will reduce such loss or expenses by:
1. All benefits or advantages a person receives or is entitled to receive under workers’ compensation, unless these benefits or advantages have not been received before personal injury protection benefits are overdue or the claim is paid.
 2. Any income tax saving resulting from benefits or advantages received for loss of income under:
 - a. This coverage; or
 - b. Workers’ compensation;

which are not considered taxable income. The maximum reduction shall not exceed 15% of loss of income and shall be less if the person making a claim provides us with reasonable proof of a lower value of the income tax advantage.

OTHER INSURANCE

- A. No one will be entitled to receive duplicate payments for the same elements of loss under this or any similar insurance, including approved self-insurance plans.
- B. If there is other applicable insurance, including approved self-insurance plans, the maximum recovery under all such insurance shall not exceed the amount which would have been payable under the insurance with the highest limit of liability.
- C. We will pay only the proportion of the loss that our limit of liability bears to the sum of all applicable limits.

PART E – DUTIES AFTER AN ACCIDENT OR LOSS

Duties A. and B. are replaced by the following:

- A. In the event of an accident, prompt written notice must be given to us or our authorized agent. Such notice shall include:
 - 1. Sufficient details to identify the “insured”; and
 - 2. Reasonably obtainable information regarding how, when, and where the accident happened.
- B. A person seeking **Personal Injury Protection Coverage** must:
 - 1. Promptly give us written proof of claim, under oath if required. Such proof shall include:
 - a. Full details of the nature and extent of the “bodily injury” and treatment and rehabilitation received and contemplated; and
 - b. Any other information which may assist us in determining the amount due and payable.
 - 2. Submit, when required by order of a court, to a physical or mental exam by a physician specified in the court order.

PART F – GENERAL PROVISIONS

The **Our Right to Recover Payment** provision is replaced by the following:

OUR RIGHT TO RECOVER PAYMENT

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 another, we shall be subrogated to that right, to the extent of our payment. That person shall:

- A. Execute and deliver the instruments and papers and do whatever else is necessary to secure such rights; and
- B. Do nothing after loss to prejudice these rights.

Our rights in this provision are subject to the provisions of the Kentucky Motor Vehicle Repairs Act.

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.

The following provisions are added:

COORDINATION OF COVERAGE

In consideration of the coverage provided under this endorsement and the adjustment of applicable premiums, any amounts payable under **PART B** or **PART C** shall be excess over any **Personal Injury Protection Coverage** benefits paid or payable, but for the application of a deductible, under this or any other automobile insurance policy.

CONSTITUTIONALITY CLAUSE

The premium for and the coverages of this policy have been established in reliance upon the Kentucky Motor Vehicle Repairs Act. If a court of competent jurisdiction:

- A. Declares; or
- B. Enters a judgment which renders;

the provisions of these statutes invalid or unenforceable, in whole or in part, we shall have the right to:

- A. Recompute the premium payable for this policy; and
- B. At our option, void or amend the provisions of this endorsement.

NOTICE TO POLICYHOLDERS

Acceptance of the coverage described in the Kentucky Motor Vehicle Repairs Act places some limitations on your right to bring suit for bodily injury. The Kentucky Motor Vehicle Repairs Act (Kentucky Revised Statutes Chapter 304, Subtitle 39, Section 060) reads in part:

- (1) "Any person who registers, operates, maintains or uses a motor vehicle on the public roadways of this Commonwealth shall, as a condition of such registration, operation, maintenance or use of such motor vehicle and use of the public roadways, be deemed to have accepted the provisions of this subtitle, and in particular those provisions which are contained in this section.
- (2) (a) Tort liability with respect to accidents occurring in this Commonwealth and arising from the ownership, maintenance or use of a motor vehicle is abolished for damages because of bodily injury, sickness or disease to the extent the basic reparation benefits provided in this subtitle are payable therefor, or that would be payable but for any deductible authorized by this subtitle, under any insurance policy or other method of security complying with the requirements of this subtitle, except to the extent non-economic detriment qualifies under paragraph (b) of this subsection.
 - (b) In any action of tort brought against the owner, registrant, operator or occupant of a motor vehicle with respect to which security has been provided as required in this subtitle, or against any person or organization legally responsible for his or her acts or omissions, a plaintiff may recover damages in tort for pain, suffering, mental anguish and inconvenience because of bodily injury, sickness or disease arising out of the ownership, maintenance, operation or use of such motor vehicle only in the event that the benefits which are payable for such injury as medical expense or which would be payable but for any exclusion or deductible authorized by this subtitle exceed one thousand dollars (\$1,000), or the injury or disease consists in whole or in part of permanent disfigurement, a fracture to a bone, a compound, comminuted, displaced or compressed fracture, loss of a body member, permanent injury within reasonable medical probability, permanent loss of bodily function or death. Any person who is entitled to receive free medical and surgical benefits shall be deemed in compliance with the requirements of this subsection upon a showing that the medical treatment received has an equivalent value of at least one thousand dollars (\$1,000).
 - (c) Tort liability is not so limited for injury to a person who is not an owner, operator, maintainer, or user of a motor vehicle within subsection (1) of this section, nor for injury to the passenger of a motorcycle arising out of the maintenance or use of such motorcycle."
- (4) "Any person may refuse to consent to the limitations of his or her tort rights and liabilities as contained in this section. Such rejection must be completed in writing or electronically in a form to be prescribed by the Department of Insurance and must have been executed and filed with the department at a time prior to any motor vehicle accident for which such rejection is to apply."

These are some of the exceptions to the limitations on your right to sue and are not intended to comprise a complete enumeration of all circumstances under which suit may be brought for bodily injury.

All other policy provisions apply.