

READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

## ADDED PERSONAL INJURY PROTECTION COVERAGE – KENTUCKY

With respect to coverage provided by this endorsement, the provisions of the **Personal Injury Protection Coverage – Kentucky** endorsement and the **Classic Automobile Policy** apply unless modified by this endorsement.

### DEFINITIONS

The definition of “insured” is replaced by the following:

“**Insured**” as used in this endorsement means the Named Insured or a “family member” while:

- A. “Occupying”; or
- B. A “pedestrian” struck by;  
any “motor vehicle”.

However, “insured” does not include the Named Insured or a “family member” who has rejected the limitation upon his tort rights pursuant to the Kentucky Motor Vehicle Reparations Act, unless **Personal Injury Protection Coverage** has subsequently been purchased under this policy for that person.

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

The introductory paragraph of the **Insuring Agreement** is replaced by the following:

We will pay Added Personal Injury Protection Coverage benefits, in addition to any amounts paid or payable for benefits under the Personal Injury Protection Coverage endorsement, to or for the Named Insured or a “family member” 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.

### EXCLUSIONS

Exclusion C. does not apply.

### LIMIT OF LIABILITY

Paragraph A. is replaced by the following:

- A. The limits of liability shown in the Declarations for **Added Personal Injury Protection Benefits** are the most we will pay to or for the Named Insured or a “family member” injured in any single “motor vehicle” accident.

This is the most we will pay regardless of the number of:

- 1. “Insureds”;
- 2. Policies or approved self-insurance plans applicable;
- 3. Claims made; or
- 4. “Your covered autos”.

Paragraph B. does not apply.

The **Other Insurance** provision is replaced by the following:

### OTHER INSURANCE

- A. No one will be entitled to receive duplicate payments for the same elements of loss under this or any other similar insurance, including approved self-insurance plans.
- B. Any coverage we provide under this endorsement shall be excess over any applicable personal injury protection coverage provided in accordance with the Kentucky Motor Vehicle Reparations Act.
- C. If work loss, replacement services loss, survivor’s economic loss, survivor’s replacement services loss, or funeral expenses are payable under more than one policy or approved self-insurance plan, 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.

- D. If there is other applicable similar insurance, including approved self-insurance plans, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

**PART F – GENERAL PROVISIONS**

The following is added to the **Two Or More Auto Policies** provision in the **Classic Automobile Policy**:

This provision does not apply to the **Maximum Limit of Liability for the Total of All Added Personal Injury Protection Benefits**.

Under the **Notice to Policyholders** provision in the **Personal Injury Protection Coverage – Kentucky** endorsement, paragraph (2)(a) does not apply.

All other policy provisions apply.