

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

PERSONAL INJURY PROTECTION COVERAGE – ARKANSAS

DEFINITIONS

The following definitions are replaced:

J. "Occupying" means:

1. In or upon;
2. Entering into; or
3. Alighting from.

Q. "Your covered auto" means:

1. With respect to Medical Payments, "your covered auto" means a "motor vehicle" shown in the Declarations to which Medical Payments apply. This includes:
 - a. A "private passenger auto" not owned by the "named insured" while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
 - 1) Breakdown;
 - 2) Repair;
 - 3) Servicing;
 - 4) Loss; or
 - 5) Destruction.
 - b. A trailer designed for use with a "private passenger auto" provided such trailer is not being used for business purposes with another type vehicle.
2. With respect to Work Loss and Accidental Death, "your covered auto" means a "private passenger motor vehicle" shown in the Declarations to which Work Loss applies. This includes:
 - a. A "private passenger auto" not owned by the "Named Insured" while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
 - 1) Breakdown;
 - 2) Repair;
 - 3) Servicing;
 - 4) Loss; or
 - 5) Destruction.
 - b. A trailer designed for use with a "private passenger auto" provided such trailer is not being used for business purposes with another type vehicle.

The following definitions are added:

1. "Motor vehicle" means a land motor vehicle, trailer, or semitrailer. However, "motor vehicle" does not include a:
 - a. Farm tractor or other equipment, designed for use mainly off public roads, while not upon public roads;
 - b. Vehicle operated upon rails or crawler treads; or
 - c. Vehicle located for use as a residence or premises.
2. "Named Insured" means the person named in the Declarations.
3. "Pedestrian" means any person who is not "occupying" any vehicle other than a:
 - a. Motorcycle; or

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- b. Vehicle operated by human or animal power.
- 4. "Private passenger auto" means a "motor vehicle" which is a:
 - a. Private passenger;
 - b. Station wagon; or
 - c. Jeep type; automobile.
- 5. "Private passenger motor vehicle" means a "motor vehicle" which is a:
 - a. "Private passenger auto".
 - b. Pickup or van not customarily used for:
 - 1) Occupational;
 - 2) Professional; or
 - 3) Business; purposes, other than farming or ranching.
 - c. Motorcycle.

However, "private passenger motor vehicle" does not include a "motor vehicle" while it is being used to carry persons or property for a fee, or being used by any person in connection with any transportation network company or personal vehicle sharing program.

"Insured" as used in this endorsement means:

- 1. The "Named Insured" or any "family member" who sustains "bodily injury" while:
 - a. "Occupying"; or
 - b. A "pedestrian" struck by; a "motor vehicle".
- 2. Any other person who sustains "bodily injury":
 - a. While:
 - 1) "Occupying"; or
 - 2) A "pedestrian" struck by; "your covered auto".
 - b. While "occupying" a "motor vehicle" other than "your covered auto". The "bodily injury" must result from the:
 - 1) Use of such "motor vehicle" by the "Named Insured";
 - 2) Operation of such "motor vehicle" by the "named insured's" private chauffeur or domestic servant on behalf of the "Named Insured"; or
 - 3) Use of such "motor vehicle" by any "family member" if the "motor vehicle" is a "private passenger auto" or trailer.

However, this provision does not apply to work loss or accidental death.

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 an accident; and
 - 2. Arise out of the maintenance or use of a "motor vehicle" as a "motor vehicle".

We will only pay those benefits for which either the word included, or a specific premium, is shown in the Declarations.

- B. Subject to the limits shown in the Declarations, personal injury protection benefits consist of the following:
1. Medical Payments. All reasonable and necessary expenses incurred within 2 years from the date of the accident for:
 - a. Medical, hospital, x-ray, professional nursing, dental, surgical, ambulance, prosthetic, and funeral expenses; and
 - b. Any non-medical remedial care and treatment rendered in accordance with a recognized religious method of healing.

Medical Payments do not include expenses in excess of those required for a semi-private room, unless more intensive care is required.
 2. Work Loss.
 - a. If an "insured" is an income earner, loss of income from work that "insured" would have performed had he not sustained "bodily injury".
 - b. If an "insured" is a non-income earner, expenses reasonably incurred in obtaining ordinary and necessary services instead of those that "insured" would have performed, without income and for the benefit of himself or his family, had he not sustained "bodily injury".

Work Loss applies only to the period beginning 8 days after the date of the accident and not exceeding 52 weeks. However, work loss does not include any loss or expense after the death of an "insured".
 3. Accidental Death. A death benefit is paid if "bodily injury" resulting from the accident causes the death of an "insured" within 1 year from the date of the accident. The "bodily injury" must be the sole cause of death.

EXCLUSIONS

- A. We will not provide **Personal Injury Protection Coverage** for "bodily injury":
1. Sustained by any "insured" while:
 - a. Operating "your covered auto" without the "Named Insured's" express or implied consent; or
 - b. Not in lawful possession of "your covered auto".
 2. 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.
 3. Resulting from the:
 - a. Radioactive;
 - b. Toxic;
 - c. Explosive; or
 - d. Other hazardous;

properties of nuclear material.
 4. Sustained by any "insured":
 - a. Who is involved in any prearranged, organized, or spontaneous race or who is involved in:

- 1) 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
- 2) 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.

b. Using "your covered auto" at a:

- 1) Racing facility; or
- 2) 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, under paragraphs 4.a.1) and b. of this exclusion do not apply while "your covered auto" is:

- 1) In a race facility's "paddock" area or a specified show display area;
- 2) Being trailered from one location to another;
- 3) Used by you to attend a racing event as a spectator;
- 4) Being operated for purposes of display in any pre- or post-race parade laps; or
- 5) Involved in an organized event on open, public roads while operated within legal speed.

c. Using "your covered auto" to prepare, practice, qualify for, or participate in, any of the following activities, regardless of where they take place:

- 1) Forced hydraulic bouncing competitions or exhibitions;
- 2) Pulling against another vehicle, or pulling of a weighted object during competitions or exhibitions, but not including trailer pulling;
- 3) Stereo thumping competitions or exhibitions; or
- 4) Any other similar competitive or exhibition activity that a reasonable person could foresee may cause injury or damage.

However, paragraph c., of this exclusion does not apply while "your covered auto" is:

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

B. We do not provide coverage for Medical Payments or Work Loss for "bodily injury" sustained by any "insured" to the extent that benefits are, in whole or in part, paid or payable under any of the following or similar law:

1. Workers' compensation law; or
2. Employer's disability law.

C. We do not provide coverage for Work Loss or Accidental Death sustained by:

1. The "Named Insured" while "occupying" any "private passenger motor vehicle" other than "your covered auto" which is:
 - a. Owned by; or
 - b. Furnished or available for the regular use of; the "Named Insured".
2. Any "family member" while "occupying" any "private passenger motor vehicle", other than "your covered auto", which is:
 - a. Owned by; or

- b. Furnished or available for the regular use of;
the "Named Insured" or that "family member".
 - 3. Any "family member" entitled to similar coverage as a Named Insured under another policy which provides personal injury protection benefits equal to or greater than those required by the Arkansas statutes.
 - 4. Any "insured", other than the "Named Insured" or any "family member", entitled to similar coverage as a named insured or family member under another policy which provides personal injury protection benefits equal to or greater than those required by the Arkansas statutes.
- D. We will not provide coverage for Medical Payments for "bodily injury" sustained by:
- 1. The "Named Insured" while "occupying" any "motor vehicle", other than "your covered auto", which is:
 - a. Owned by; or
 - b. Furnished or available for the regular use of;
the "Named Insured".
 - 2. Any "family member" while "occupying" any "motor vehicle", other than "your covered auto", which is:
 - a. Owned by; or
 - b. Furnished or available for the regular use of;
the "Named Insured" or that "family member".
 - 3. Any "insured", other than the "Named Insured" or any "family member", while "occupying" any "motor vehicle" other than "your covered auto" which is:
 - a. Owned by; or
 - b. Furnished or available for the regular use of;
the "Named Insured" or any "family member".
 - 4. Any "insured" while "occupying" "your covered auto" when it is being used to carry persons or property for a fee unless such use is stated in the Declarations. This includes but is not limited to any period of time "your covered auto" is being used by any person in connection with any transportation network company or personal vehicle sharing program.

This exclusion does not apply while "your covered auto" is being used for shared expense carpools or for volunteer or charitable purposes.
 - 5. Any "insured", other than the "Named Insured" or any "family member", while "occupying" any "motor vehicle" other than "your covered auto" when it is being used to carry persons or property for a fee. This includes but is not limited to any period of time any "motor vehicle" other than "your covered auto" is being used by any person in connection with any transportation network company or personal vehicle sharing program.

This exclusion does not apply while any "motor vehicle" other than "your covered auto" is being used for shared expense carpools or for volunteer or charitable purposes.
 - 6. Any "insured" other than the "Named Insured" or any "family member":
 - a. While "occupying" any "motor vehicle", other than "your covered auto", while employed or otherwise engaged in the business or occupation of:
 - 1) Selling;
 - 2) Repairing;
 - 3) Servicing;
 - 4) Storing; or
 - 5) Parking;
- "motor vehicles".

- b. Arising out of the maintenance or use of any "motor vehicle", other than "your covered auto" or a motorcycle, by that "insured" while employed or otherwise engaged in any business or occupation not described in 6.a. This exclusion (6.b.) does not apply to "bodily injury" resulting from the operation or occupancy of a:
- 1) "Private passenger auto"; or
 - 2) Trailer used with such "private passenger auto" or "your covered auto";
- by the "Named Insured" or his private chauffeur or domestic servant.
7. Any "insured" while "occupying" any "motor vehicle", other than "your covered auto", unless that "insured" has, or reasonably believes he has, the permission of the owner to use such "motor vehicle".

PAYMENT OF BENEFITS

We may pay Medical Payments or Work Loss to an "insured" or any person or organization rendering the services. Such payment shall reduce the amount payable under this coverage for "bodily injury" sustained by that "insured".

COORDINATION OF COVERAGE

Any coverage provided by this endorsement for Medical Payments will replace any coverage afforded under **PART B** of this policy with respect to "your covered auto" which is registered or principally garaged in Arkansas.

LIMIT OF LIABILITY

The limits of liability shown in the Declarations for **Personal Injury Protection Coverage** are 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".

OTHER INSURANCE

A. Any insurance we provide for Medical Payments:

1. With respect to "bodily injury" sustained by any "family member", shall be excess over any other collectible insurance available to that "family member" as a named insured under another motor vehicle insurance policy providing direct benefits without regard to fault.
2. With respect to "bodily injury" sustained by an "insured", other than the "named insured" or any "family member", shall be excess over any other collectible similar insurance available to that "insured" as a named insured or family member under another motor vehicle insurance policy providing direct benefits without regard to fault.

B. Except as provided in A. above, if there is other similar collectible insurance which provides coverage for Medical Payments, 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.

However, we will provide primary insurance for a "motor vehicle" you do not own if:

1. A duly licensed automobile dealer provides a "motor vehicle" to the "named insured" or a "family member":
 - a. For use as a temporary substitute for any other "your covered auto" while it is out of normal use because of its:
 - 1) Breakdown;
 - 2) Repair; or
 - 3) Servicing; or
 - b. To demonstrate the "motor vehicle"; or
2. The "motor vehicle" is rented or leased by you or a "family member" from a rental company for a period not more than 90 days.

- C. No one shall be entitled to recover duplicate payments for medical payments for the same elements of loss.
- D. Any insurance we provide for Work Loss or Accidental Death shall be excess over any other collectible insurance available to:
1. An "insured", other than the "Named Insured" or any "family member", under another motor vehicle insurance policy. In this event, our maximum limit of liability will be the amount by which the applicable **Limit Of Liability shown** in the Declarations exceeds the applicable limits of liability of all other insurance.
 2. The "named insured" or any "family member" under any other motor vehicle insurance policy. In this event:
 - a. The maximum recovery under all policies shall not exceed the highest limit of liability under any one policy.
 - b. 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.

However, we will provide primary insurance for a "motor vehicle" you do not own if:

1. A duly licensed automobile dealer provides a "motor vehicle" to the "Named Insured" or a "family member":
 - a. For use as a temporary substitute for any other "your covered auto" while it is out of normal use because of its:
 - 1) Breakdown;
 - 2) Repair; or
 - 3) Servicing; or
 - b. To demonstrate the "motor vehicle"; or
2. The "motor vehicle" is rented or leased by you or a "family member" from a rental company for a period not more than 90 days.

PART E – DUTIES AFTER AN ACCIDENT OR LOSS is amended as follows with respect to this endorsement:

- A. Duties A. and B.6. are replaced by the following:

We must be promptly notified in writing of how, when, and where the accident happened. Notice should include the names and addresses of any "insureds" and witnesses.

- B. A person seeking **Personal Injury Protection Coverage** must:

6. Submit, as often as we reasonably require:
 - a. To physical and mental exams by physicians we select. We will pay for these exams.
 - b. To recorded statements.

The following duties are added:

A person seeking **Personal Injury Protection Coverage** must:

1. Give us written proof of claim, under oath if required. This proof of claim must include:
 - a. Complete details of the nature and extent of the injuries and treatment received and contemplated; and
 - b. Any other information which may assist us in determining the amount due and payable.
2. At our request, furnish us with a sworn statement of earnings for the "insured" since the date of the accident and for a reasonable time before the accident.
3. Promptly send us copies of:
 - a. The summons and complaint; or
 - b. Other process;

served in connection with any legal action taken, to recover damages for "bodily injury", against a person or organization who is or may be legally liable.

PART F – GENERAL PROVISIONS is amended as follows with respect to this endorsement:

The **Our Right To Recover Payment** provision is replaced by the following with respect to this endorsement:

Our Right to Recover Payment

- A. This provision does not apply to Accidental Death.
- B. 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 that person shall:
 - 1. Hold in trust for us such rights of recovery;
 - 2. Do nothing after loss to prejudice them;
 - 3. Do whatever is necessary to secure these rights; and
 - 4. Execute and deliver to us any instruments and papers as may be appropriate to secure that person's and our rights.
- C. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
 - 1. Hold in trust for us the proceeds of the recovery; and
 - 2. Reimburse us to the extent of our payment.

We will have a lien against the proceeds of the recovery. We may give notice of the lien to:

- 1. The person or organization causing "bodily injury";
- 2. That person's agent or insurer; or
- 3. A court having jurisdiction in the matter.

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 and possessions; or
 - 2. Canada.

All other policy provisions apply.