

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

## PERSONAL INJURY PROTECTION COVERAGE – OREGON

### DEFINITIONS

For purposes of this coverage, the following changes apply:

A. The following definitions are replaced:

“Occupying” means in, upon, entering into, or alighting from.

“Your covered auto” means a “private passenger motor vehicle” owned by you to which **PART A** of this policy applies and for which a specific premium is charged.

B. The following definitions are added:

“Motor vehicle” means a self-propelled land motor vehicle or trailer.

However, “motor vehicle” does not include:

1. A farm type tractor or other self-propelled equipment designed for use principally off public roads, while not upon public roads.
2. A vehicle operated on rails or crawler treads.
3. A vehicle located for use as a residence or premises.

“Pedestrian” means any person while not “occupying” a self-propelled vehicle, other than a wheelchair or similar low-powered motorized or mechanically-propelled vehicle, that is designed specifically for use by a physically disabled person who has a medical necessity for the wheelchair or other low-powered vehicle.

“Private passenger motor vehicle” means:

1. A four-wheel passenger or station wagon type “motor vehicle” not used to carry persons or property for a fee.
2. Any other four-wheel “motor vehicle” of the utility, pickup body, sedan delivery, or panel truck type not used for wholesale or retail delivery other than farming.
3. A self-propelled mobile home.
4. A farm truck.

“Insured” as used in this endorsement means:

1. You or any “family members” who sustain “bodily injury” while:
  - a. “Occupying” a “private passenger motor vehicle”; or
  - b. A “pedestrian” struck by a “motor vehicle”.
2. Any other person who sustains “bodily injury” while:
  - a. “Occupying” or using “your covered auto” with your permission; or
  - b. A “pedestrian” struck by “your covered auto”.

### INSURING AGREEMENT

A. We will pay benefits under this endorsement to an “insured” who sustains “bodily injury”. The “bodily injury” must:

1. Be caused by an accident; and
2. Arise out of the ownership, maintenance, or use of a “motor vehicle” as a “motor vehicle”.

B. Subject to the limits shown in the Declarations, benefits payable under this endorsement consist of the following:

#### 1. **Medical Expenses**

All reasonable and necessary expenses incurred within 2 years from the date of the accident for medical, hospital, dental, surgical, ambulance, and prosthetic services.

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**2. Income Loss**

70% of the “insured’s” loss of income from work during a period of disability provided that:

- a. The “insured” was usually employed at the time of the accident; and
- b. The period of disability continues for at least 14 days.

Income loss includes only expenses for loss of income incurred from the date the disability began to the date on which that “insured” is able to return to that “insured’s” usual occupation. Income loss will only be paid for a total of 52 weeks of loss of income.

**3. Essential Services**

Expenses reasonably incurred during a period of disability for essential services performed by a person not related to the “insured” or residing in the “insured’s” household, instead of the essential services the “insured” would have performed, without income, provided that:

- a. The “insured” was not usually employed at the time of the accident; and
- b. The period of disability continues for at least 14 days.

Essential services include only expenses for such services actually rendered from the date the disability began to the date on which the “insured” is reasonably able to perform the services. This benefit does not include child care expenses. Essential services will only be paid for a total of 52 weeks of incurred expenses.

**4. Funeral Expenses**

Reasonable and necessary expenses for professional funeral services incurred within 1 year after the date of the accident.

**5. Child Care Expenses**

Expenses reasonably incurred for care of a minor child of an “insured” provided that the “insured” is:

- a. The parent of the minor child; and
- b. Required to be hospitalized for a minimum of 24 hours.

Child care expenses include only those expenses incurred for child care beginning 24 hours after the hospitalization of the “insured” and continuing until the “insured” is able to:

- a. Return to work if the “insured” was usually employed at the time of the accident; or
- b. Perform essential services the “insured” would have performed without income if the “insured” was not usually employed at the time of the accident.

**EXCLUSIONS**

We will not provide coverage under this endorsement for “bodily injury”:

- A. Sustained by any “insured” who intentionally causes injury to himself or herself.
- B. Sustained while “occupying” “your covered auto” when it is involved in any prearranged, organized, or spontaneous race or involved in:
  1. Preparation for a race of this type 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.
- C. Sustained while “occupying” “your covered auto” when it is being used 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, Exclusions B.1. and C. 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 public roads while operated within legal speed.
- D. Sustained while “occupying” “your covered auto” when it is being used 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, this Exclusion D. 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.
- E. Due to:
1. War, whether or not declared;
  2. Civil war;
  3. Insurrection;
  4. Rebellion or revolution; or
  5. Any act or condition incident to any of the above.
- F. Resulting from the radioactive, toxic, explosive, or other hazardous properties of nuclear material.
- G. Sustained by you or any “family members” while “occupying” any “motor vehicle”, including a motorcycle or moped as defined in the Oregon statutes, which is:
1. Owned by, furnished, or available for your regular use; and
  2. Not insured for this coverage under this policy.
- H. Sustained by any “family members” while “occupying” any “motor vehicle”, including a motorcycle or moped as defined in the Oregon statutes, which is:
1. Owned by, furnished, or available for the regular use of that “family member”; and
  2. Not insured for this coverage under this policy.
- I. Sustained by any “pedestrian”, other than you or any “family members”, in an accident which occurs outside of Oregon.
- This exclusion applies only to income loss and essential services.
- J. Sustained by any “insured” who willfully conceals or misrepresents any material fact in connection with a claim for personal injury protection benefits.

#### **LIMIT OF LIABILITY**

- A. The limits of liability shown in the Declarations are the most we will pay to an “insured” as the result of any one “motor vehicle” accident, regardless of the number of:

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1. "Insureds";
  2. Policies or bonds applicable;
  3. Claims made; or
  4. "Your covered autos" to which this coverage applies.
- B. Any amount payable under this coverage shall be reduced by any amounts paid or payable under any:
1. Workers' compensation law; or
  2. Other similar medical or disability benefits law, excluding Medicare and Medicaid.
- C. Any amounts paid under this endorsement to you or any "family members" shall reduce any amount that person may be entitled to recover for the same damages under **PART C** of this policy.
- D. Any amounts paid under this endorsement to an "insured" shall reduce any amount that person may be entitled to recover for the same damages under **PART A** of this policy.
- E. If the Declarations indicates a deductible applies, any amount payable for **Medical Expenses** for you or any "family members" shall be reduced by the amount of the deductible.

### OTHER INSURANCE

The coverage provided under this endorsement is excess for:

- A. "Bodily injury" sustained by any "pedestrian", other than you or any "family members", to the extent that amounts are paid or payable to or on behalf of such "pedestrian" under any collateral benefits, including but not limited to:
1. Insurance benefits under another policy issued by us or another insurer;
  2. Governmental benefits other than Medicare and Medicaid;
  3. Gratuitous benefits; or
  4. Oregon personal injury protection benefits.
- B. "Bodily injury" sustained by you or any "family members" while "occupying" any "motor vehicle", other than "your covered auto", with respect to which Oregon personal injury protection benefits are in effect.

### ARBITRATION

- A. If we and an "insured" do not agree as to:
1. Whether that "insured" is entitled to recover personal injury protection benefits; or
  2. The amount of benefits which are recoverable by that "insured";
- then the matter may be arbitrated.
- B. Both parties must agree to arbitration. If so agreed, each party will select a competent and disinterested arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court of record in the county and state in which the arbitration is pending.
- C. Each party will pay the attorney's fees and expenses it incurs in the production of medical or other expert witnesses or the making of transcripts of the arbitration. All other costs to the "insured" of the arbitration shall not exceed \$100 and we will pay the remaining expenses.
- D. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to in writing by at least two of the arbitrators will be binding.

### PART E – DUTIES AFTER AN ACCIDENT OR LOSS

Duty B.9. is replaced by the following:

9. A person seeking **Personal Injury Protection Coverage** must promptly give us written proof of claim, under oath if required, including:
  - a. Full details of the nature and extent of the injuries and treatment received and contemplated.

- b. Such other information that will help us determine the amount due and payable.

The following duties are added:

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

1. Notify us by personal service or by registered or certified mail of any claim made or legal action taken against any person or organization legally responsible for the "bodily injury" if that person has received benefits for such "bodily injury".
2. Promptly provide us with a copy of the summons and complaint or other process served in connection with any legal action that person takes to recover damages for "bodily injury".
3. At our request, and as a condition for receiving income loss, cooperate in furnishing us reasonable medical proof of that person's inability to work.

## **PART F – GENERAL PROVISIONS**

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

### **REIMBURSEMENT AND TRUST**

In the event of payment to any person under this endorsement:

- A. We shall be entitled to reimbursement or subrogation in accordance with the provisions of the Oregon Insurance Code.
- B. We shall be entitled to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of the "insured" against any person or organization legally responsible for the accident. We shall be entitled only to the extent benefits were paid, less our share of expenses, costs, and attorney's fees incurred by the "insured" in connection with such recovery.
- C. The "insured" shall hold in trust for us the proceeds of the recovery to the extent of benefits furnished.
- D. The "insured" shall do:
  1. Whatever is necessary to enable us to exercise our rights; and
  2. Nothing after loss to prejudice them.
- E. If requested in writing by us, the "insured" shall take, through any representative not in conflict in interest with the "insured" and designated by us, such action as may be necessary or appropriate to recover benefits furnished as damages from the person or organization legally responsible. The action shall be taken in the name of the "insured" but only to the extent of benefits furnished by us. In the event of recovery, we shall also be reimbursed out of such recovery for the "insured's" share of expenses, costs, and attorney's fees incurred by us in connection with the recovery.
- F. The "insured" shall execute and deliver to us such instruments and papers as may be appropriate to secure the rights and obligations of the "insured" and us.

All other policy provisions apply.