

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PP 05 74 06 94

PERSONAL INJURY PROTECTION COVERAGE—DISTRICT OF COLUMBIA

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

PERSONAL INJURY PROTECTION BENEFITS WILL NOT BE PROVIDED TO ANY "INSURED" UNLESS WE ARE NOTIFIED WITHIN SIXTY DAYS OF AN ACCIDENT OF THAT "INSURED'S" ELECTION TO RECEIVE PERSONAL INJURY PROTECTION BENEFITS.

SCHEDULE

BASIC LIMITS PERSONAL INJURY PROTECTION

The following benefits apply unless otherwise indicated below or in the Declarations.

Benefits	Limit of Liability
Medical Expenses	Up to \$50,000
Work Loss	Up to \$12,000
Funeral Expenses	Up to \$ 4,000

INCREASED LIMITS PERSONAL INJURY PROTECTION

The following increased limits apply instead of basic limits if indicated as applicable below or in the Declarations.

Benefits	Limit of Liability
<input type="checkbox"/> Medical Expenses	Up to \$100,000
<input type="checkbox"/> Work Loss	Up to \$ 24,000

The following exclusions apply as indicated below or in the Declarations:

- ☐ **EXCLUSION OF MEDICAL EXPENSE BENEFITS**
Medical Expenses do not apply.
- ☐ **EXCLUSION OF WORK LOSS BENEFITS**
Work Loss does not apply.
- ☐ **EXCLUSION OF FUNERAL EXPENSE BENEFITS**
Funeral Expenses do not apply.

DEFINITIONS

The Definitions section is amended as follows:

- A.** The reference to "you" and "your" is replaced by the following:
"You" and "your," as used in this endorsement, refer to the named insured shown in the Declarations.
- B.** The following definitions are replaced:
 - 1.** "Bodily injury" means bodily harm sustained in an accident including any illness, disease or death resulting from bodily harm.
 - 2.** "Your covered auto" means a "motor vehicle" shown in the Declarations as one to which

both Personal Injury Protection Coverage and Liability Coverage under this policy apply.

- C.** The following definitions are added:
 - 1.** "Motor vehicle" means any device propelled by an internal combustion engine, electricity or steam. However, "motor vehicle" does not include:
 - a.** A traction engine used exclusively for drawing vehicles in fields; or
 - b.** A road roller or a vehicle propelled only upon rails and tracks.
 - 2.** "Vehicle" means:
 - a.** A trailer as defined in the Act; or

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

- b. An appliance moved or designed to be moved over a publicly maintained way on wheels or traction tread which is:

- (1) Operated by power other than muscular power; or

- (2) Drawn by a draft animal or beast of burden.

D. "Insured" as used in this endorsement means:

- 1. You; or
- 2. Any other person while "occupying":
 - a. "Your covered auto"; or
 - b. A "motor vehicle" or "vehicle" operated by you.

E. "The Act" refers to the District of Columbia Compulsory No-Fault Motor Vehicle Insurance Act of 1982, Amendments Act of 1985.

**PERSONAL INJURY PROTECTION COVERAGE
INSURING AGREEMENT**

A. We will pay, in accordance with the Act, personal injury protection benefits shown as applicable in the Schedule or Declarations, 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 "vehicle."

B. If the Schedule or Declarations indicates that:

- 1. Exclusion of Medical Expense Benefits applies, we will not pay any medical expenses to or for any "insured."
- 2. Exclusion of Work Loss Benefits applies, we will not pay any work loss to or for any "insured."
- 3. Exclusion of Funeral Expense Benefit applies, we will not pay any funeral expenses.

C. Subject to the limits shown in the Schedule or Declarations, personal injury protection benefits consist of the following:

- 1. Medical expenses. Reasonable charges incurred for reasonably necessary products, services and accommodations for an "insured's":
 - a. Care;
 - b. Recovery; or
 - c. Rehabilitation.

Only semi-private hospital room charges will be paid unless special or intensive care is required.

We will pay for a product, service or accommodation only if its provider is licensed or approved and complies with any applicable laws or regulations.

2. Funeral expenses. Actual costs incurred for an "insured's" funeral or funeral related expenses.

3. Work loss:

- a. Income loss. Up to 80% of the loss of gross income for work which an "insured" would have performed except for the "bodily injury."

We will pay a higher percentage to the extent that an "insured" furnishes us with reasonable proof that his income tax is less than 20% of gross income.

- b. Replacement services. Expenses reasonably incurred to obtain ordinary and necessary services to replace those the "insured" would have performed for personal or family benefit except for the "bodily injury." The services must be performed within 3 years after the date of the accident. The services cannot be obtained to produce income for the "insured."

Work loss does not continue after an "insured" dies.

EXCLUSIONS

We will not provide Personal Injury Protection Coverage for "bodily injury":

- 1. Sustained by you while "occupying" or operating any "vehicle" owned by you and not insured for this coverage under this policy.
- 2. Sustained by any "insured" injured while intentionally causing or attempting to cause injury to himself or any other "insured."
- 3. Sustained by the owner or operator of a "vehicle" involved in the accident if no "motor vehicle" is involved in the accident.
- 4. Sustained by any "insured" injured as a result of conduct within the course of the "business" of repairing, servicing or otherwise maintaining "motor vehicles" or "vehicles." This exclusion (4.) does not apply if the conduct is:
 - a. Off the "business" premises; or
 - b. In the course of loading or unloading a "motor vehicle" or "vehicle."
- 5. Sustained by any "insured" while "occupying" a "motor vehicle" or "vehicle" located for use as a residence or premises.

6. Caused by or as a consequence of:
 - a. Discharge of a nuclear weapon (even if accidental);
 - b. War (declared or undeclared);
 - c. Civil war;
 - d. Insurrection; or
 - e. Rebellion or revolution.
7. From or as a consequence of the following, whether controlled, uncontrolled or however caused:
 - a. Nuclear reaction;
 - b. Radiation; or
 - c. Radioactive contamination.

LIMIT OF LIABILITY

The limits of liability shown in the Schedule or Declarations for the personal injury protection benefits that apply are the most we will pay to or for an "insured" as the result of any one accident, regardless of the number of:

1. Claims made;
2. "Your covered autos";
3. "Motor vehicles" or "vehicles" involved in the accident; or
4. Insurers providing personal injury protection benefits.

DEDUCTIBLE

The sum of all amounts payable to or for you shall be reduced by the amount of the deductible you select as shown in the Declarations. However, the deductible does not apply to benefits payable for emergency medical services furnished during the first 72 hours after the accident.

COORDINATION AND NON-DUPLICATION

- A. Personal injury protection benefits are excess over but shall not duplicate amounts paid, payable or required to be provided under:
 1. Workers' compensation; or
 2. Temporary nonoccupational disability insurance that is required by a state or the District of Columbia government.

This does not apply if the law authorizing these benefits makes them secondary to or duplicative of the benefits provided under the Act.

- B. Personal injury protection benefits are excess over but shall not duplicate amounts paid or payable for the same elements of loss under any other insurance coverages, except other Personal Injury Protection coverages.
- C. No person may recover duplicate personal injury protection benefits for the same elements of loss.

PRIORITIES OF POLICIES

We will pay personal injury protection benefits in accordance with the order of priorities set forth by the Act. We will not pay if there is another insurer at a higher level of priority. The priority level is:

First The insurer providing benefits to the "insured" as a named insured. If two or more policies apply under this priority and one specifically insures the "motor vehicle" involved in the accident, it shall be the policy under which benefits are payable.

Second The insurer of the "motor vehicle" "occupied" by the "insured."

Third The insurer providing benefits to an "insured" who is "occupying" an uninsured "motor vehicle" operated by a named insured.

If 2 or more policies have equal priority within the highest applicable priority level:

1. The insurer against which the claim is first made shall process and pay the claim as if wholly responsible, subject to subsequent contribution pro rata; and
2. The maximum recovery under all policies will not exceed the amount payable under the policy with the highest dollar limits of benefits.

PART E—DUTIES AFTER AN ACCIDENT OR LOSS

The following is added to Part E:

A person seeking Personal Injury Protection Coverage must:

1. Notify us within 60 days of an accident of his election to receive personal injury protection benefits. We and the "insured" may agree in writing to extend the 60 day period.
2. If we request, furnish us a sworn statement of earnings or lack of earnings:
 - a. For a reasonable time prior to the accident; and
 - b. Since the accident.

PART F—GENERAL PROVISIONS

Part F is amended as follows:

- A. The following is added to the Our Right To Recover Payment provision:

OUR RIGHT TO RECOVER PAYMENT

Our rights are subject to any applicable limitation stated in the Act and applicable regulation.

- B.** The following provisions are added:

ASSIGNMENT OF CLAIMS TO FUTURE BENEFITS

An "insured" may not assign his right to any personal injury protection benefits payable in

the future.

PREMIUM RECOMPUTATION

The Act places limitations on a person's right to sue for damages. The premium for the policy coverages reflects these limitations. If a court declares any of these limitations unenforceable we have the right to recompute the premium.