

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDED PERSONAL INJURY PROTECTION COVERAGE – KENTUCKY

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

SCHEDULE

| Benefits | Limit Of Liability |
|---|----------------------------------|
| Medical Expenses | No specific dollar amount |
| Funeral Expenses | \$ additional limit of liability |
| Work Loss | No specific dollar amount |
| Replacement Services Loss | No specific dollar amount |
| Survivor's Economic Loss | No specific dollar amount |
| Survivor's Replacement Services Loss | No specific dollar amount |
| Maximum Limit of Liability for the Total of Work Loss, Replacement Services Loss, Survivor's Economic Loss and Survivor's Replacement Services Loss | \$ additional amount per week |
| Maximum Limit of Liability for the Total of All Added Personal Injury Protection Benefits | \$ |

I. Definitions

The definition of "insured" in Paragraph C. is replaced by the following:

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

The "named insured" or any "family member" while:

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

However, "insured" does not include the "named insured" or any "family member" who has rejected the limitation upon his tort rights pursuant to the Kentucky Motor Vehicle Reparations Act, unless personal injury protection benefits have 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.

II. Added Personal Injury Protection Coverage

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

INSURING AGREEMENT

- A.** We will pay added personal injury protection 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 any "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.
- B.** Subject to the limits of liability shown in the Schedule or Declarations, added personal injury protection benefits consist of the following:
 1. Medical expenses.
 2. Funeral expenses.
 3. Work loss.

4. Replacement services loss.
5. Survivor's economic loss.
6. Survivor's replacement services loss.

EXCLUSIONS

Personal Injury Protection Coverage Exclusion **C.** does not apply.

LIMITS OF LIABILITY

A. Paragraph **A.** is replaced by the following:

The limits of liability shown in the Schedule or Declarations for Added Personal Injury Protection Coverage are the most we will pay to or for the "named insured" or any one "family member" injured in any one "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".

B. Paragraph **B.** does not apply.

OTHER INSURANCE

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

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 Repairs 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.

III. Part F – General Provisions

A. The following is added to the **Two Or More Auto Policies** Provision:

TWO OR MORE AUTO POLICIES

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

B. Paragraph **(2)(a)** of the Notice To Policyholders does not apply.

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