

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### PERSONAL INJURY PROTECTION COVERAGE – KANSAS

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

#### SCHEDULE

<input type="checkbox"/> <b>BASIC PERSONAL INJURY PROTECTION BENEFITS</b>	
<b>BENEFITS</b>	<b>LIMIT OF LIABILITY</b>
Medical Expenses	\$4,500 per person
Rehabilitation Expenses	\$4,500 per person
Work Loss	Up to \$900 per month
Essential Services	\$25 per day for a maximum of 365 days
Funeral Expenses	\$2,000 per person
Survivors' Loss	Up to \$900 per month for "monthly earnings" and \$25 per day for a maximum of 365 days for essential services
If indicated below or in the Declarations, Added Personal Injury Protection Benefits apply instead of Basic Personal Injury Protection Benefits.	
<input type="checkbox"/> <b>ADDED PERSONAL INJURY PROTECTION BENEFITS</b>	
<b>BENEFITS</b>	<b>LIMIT OF LIABILITY</b>
Medical Expenses	\$ _____ per person
Rehabilitation Expenses	\$ _____ per person
Work Loss	Up to \$ _____ per month for a maximum of _____ years
Essential Services	\$25 per day for a maximum of _____ days
Funeral Expenses	\$ _____ per person
Survivors' Loss	Up to \$ _____ per month for "monthly earnings" and \$25 per day for a maximum of _____ years for essential services

#### I. Definitions

The **Definitions** Section is amended as follows:

##### A. The following Definitions are replaced:

1. "Family member" means a spouse or any other person related to the "named insured" by blood, marriage or adoption who:
  - a. Is a resident of the "named insured's" household; or
  - b. Usually resides in the "named insured's" household but temporarily lives elsewhere.

This includes a ward or foster child.

2. "Occupying" means in or upon, entering into or alighting from.
3. "Your covered auto" means a "motor vehicle" owned by the "named insured":
  - a. To which the bodily injury liability coverage of this policy applies and for which a specific premium is charged; and
  - b. For which the security required under the Kansas Automobile Injury Repairs Act is maintained.

**B. The following Definitions are added:**

1. "Monthly earnings" means:
  - a. With respect to an "insured" who is regularly employed or self-employed, one-twelfth of that "insured's" annual earnings at the time "bodily injury" is sustained.
  - b. With respect to an "insured" who is:
    - (1) Not regularly employed or self-employed; or
    - (2) Unemployed;  
one-twelfth of the anticipated annual earnings from the time the "insured" would reasonably have expected to be regularly employed.  
In calculating the anticipated annual earnings of an unemployed "insured" who has previously been employed or self-employed, we shall average the annual compensation of that "insured", for a period not to exceed 5 years before the year in which "bodily injury" was sustained, during which that "insured" was employed.
2. With respect to survivors' loss for an "insured" who was a recipient of either or both:
  - a. Social security benefits; and
  - b. Retirement or pension benefits;  
at the time of that "insured's" death, "monthly earnings" means one-twelfth of the annual amount of the difference between such benefits that the "insured" was receiving at the time of death and the annual amount of such benefits the "survivor" is receiving after the "insured's" death.
3. "Motor vehicle" means a self-propelled vehicle of a kind required to be registered in Kansas, including any:
  - a. Trailer;
  - b. Semi-trailer; or
  - c. Pole-trailer;  
designed for use with such a vehicle. However, "motor vehicle" does not include a motorized bicycle.
4. "Named insured" means:
  - a. The individual named in the Declarations;
  - b. That individual's spouse, if a resident of the same household; or
  - c. The owner of "your covered auto".

5. "Survivor" means a deceased "insured's" spouse or child under the age of 18 years. The "insured's" death must have resulted from "bodily injury" sustained in the accident.

6. "Workers' compensation law" means the:
- a. Kansas Workmen's Compensation Act;
  - b. United States Longshoremen's and Harbor Workers' Compensation Act;
  - c. Federal Employer Liability Acts; and
  - d. Any similar state or federal law.

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

1. The "named insured" or any "family member" who sustains "bodily injury":
  - a. While "occupying"; or
  - b. Through direct physical contact with, while not "occupying";  
any "motor vehicle".
2. Any other person who sustains "bodily injury":
  - a. While "occupying" "your covered auto"; or
  - b. Through direct physical contact with "your covered auto" while not "occupying" any "motor vehicle".

**II. Personal Injury Protection Coverage**

**A. Basic Personal Injury Protection Benefits**  
**INSURING AGREEMENT**

We will pay, in accordance with the Kansas Automobile Injury Reparations Act, Basic Personal Injury Protection Benefits to or for an "insured" who sustains "bodily injury". The "bodily injury" must be caused by an accident arising out of the ownership, operation, maintenance or use of a "motor vehicle".

Subject to the limits shown in the Schedule or Declarations, Basic Personal Injury Protection Benefits consist of the following:

1. Medical expenses. All reasonable expenses incurred for necessary:
  - a. Medical, psychological, surgical, x-ray and dental services, including prosthetic devices; and
  - b. Ambulance, hospital and professional nursing services.

Medical expenses include services recognized and permitted under the Kansas laws for an "insured" who relies upon spiritual means through prayer alone for healing in accordance with that "insured's" religious beliefs. However, medical expenses do not include rehabilitation expenses.

2. Rehabilitation expenses. All reasonable expenses incurred for necessary psychiatric or psychological services, occupational therapy and such occupation training and retraining as may be reasonably necessary to enable an "insured" to obtain suitable employment. Rehabilitation expenses do not include medical expenses.
3. Work loss. Loss during an "insured's" lifetime of "monthly earnings" due to that "insured's" inability, because of "bodily injury" sustained in an accident, to engage in available and appropriate gainful activity. Work loss shall be:
  - a. Paid for a period of no more than 1 year after the date the "insured" first becomes unable to engage in such activity; and
  - b. Equal to 100% of "monthly earnings". However, if work loss is not included in gross income for federal income tax purposes, work loss shall be limited to 85% of "monthly earnings".
4. Essential services. Appropriate and reasonable expenses incurred in obtaining ordinary and necessary services instead of those an "insured" would have performed, for his or his family's benefit, had that "insured" not sustained "bodily injury".
5. Funeral expenses. Expenses incurred for a funeral, burial or cremation.
6. Survivors' loss. Total allowances to all "survivors" for:
  - a. Loss after an "insured's" death of that "insured's" "monthly earnings"; and
  - b. Essential services incurred after an "insured's" death. These services shall be reduced by the amount of any of the "survivors'" expenses which are avoided due to the "insured's" death.

If the Schedule or Declarations indicates that Basic Personal Injury Protection Benefits apply, survivors' loss shall be paid for a period of not longer than 1 year after an "insured's" death, less the number of months the "insured" received work loss prior to that "insured's" death.

If the Schedule or Declarations indicates that Added Personal Injury Protection Benefits apply, survivors' loss shall be paid for a period of not longer than the applicable period shown in the Schedule or Declarations after an "insured's" death, less the number of months the "insured" received work loss prior to that "insured's" death.

## **B. Added Personal Injury Protection Benefits**

### **INSURING AGREEMENT**

If the Schedule or Declarations indicates that Added Personal Injury Protection Benefits apply, we will pay Added Personal Injury Protection Benefits instead of Basic Personal Injury Protection Benefits 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 ownership, operation, maintenance or use of a "motor vehicle". Subject to the limits shown in the Schedule or Declarations, Added Personal Injury Protection Benefits consist of the following:

1. Medical expenses;
2. Rehabilitation expenses;
3. Work loss;
4. Essential services;
5. Funeral expenses; and
6. Survivors' loss.

### **EXCLUSIONS**

- A. We do not provide Personal Injury Protection Coverage for "bodily injury" sustained by:
  1. The "named insured" or any "family member" while "occupying" any "motor vehicle", other than "your covered auto", owned by the "named insured".
  2. Any "insured" operating "your covered auto" without the "named insured's" express or implied consent. This Exclusion (A.2.) does not apply to a "family member" using "your covered auto" which is owned by you.
  3. Any "insured" if such injury was intentionally caused by that "insured".

4. Any "insured" who is an intentional converter of a "motor vehicle" at the time "bodily injury" is sustained.
5. Any "insured" resulting from conduct within the course of a business of:
  - a. Repairing;
  - b. Servicing; or
  - c. Otherwise maintaining;
 "motor vehicles".

This Exclusion (A.5.) does not apply to "bodily injury" resulting from conduct occurring off the business premises.

6. Any "insured" resulting from conduct in the course of loading or unloading a "motor vehicle". This Exclusion (A.6.) does not apply to "bodily injury" resulting from conduct occurring while "occupying" such "motor vehicle".
7. Any "insured", other than the "named insured", if that "insured" is the owner of a "motor vehicle" for which security is required under the Kansas Automobile Injury Reparations Act.
8. Any "insured", other than the "named insured" or any "family member", who is neither:
  - a. A resident of Kansas; nor
  - b. "Occupying" "your covered auto".

- B. We do not provide basic personal injury protection benefits for any "insured" other than the "named insured" while:
  1. "Occupying"; or
  2. Struck by;
 any "motor vehicle", other than "your covered auto", for which the security required by the Kansas Automobile Injury Reparations Act is in effect.

#### **LIMIT OF LIABILITY**

- A. The limits of liability shown in the Schedule or Declarations for the personal injury protection benefits that apply are the most we will pay for 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" to which this coverage applies.

- B. Any amounts otherwise payable under this coverage shall be reduced by all sums payable because of the "bodily injury" under any "workers' compensation law".

#### **PAYMENT OF BENEFITS**

- A. Personal injury protection benefits payable under this coverage shall be overdue if not paid within 30 days after we are furnished written notice of a covered loss including the amount of such loss. Work loss shall be paid not less than every 2 weeks after such notice.
- B. If written notice is not furnished for the entire claim, any partial amounts supported by written notice are overdue if not paid within 30 days after such notice is furnished. Any part or all of the remaining claim that is subsequently supported by written notice is overdue if not paid within 30 days after we are furnished with such notice.
- C. All overdue payments shall bear simple interest at 18% per year.

#### **OTHER INSURANCE**

If two or more insurers or self-insurers provide coverage for personal injury protection benefits, the maximum amount payable under all applicable policies shall be the highest applicable limit of liability under any one policy. Personal Injury Protection Coverage shall be afforded in accordance with the following priorities:

#### **PRIORITIES**

<b>First</b>	The policy providing coverage for any "motor vehicle" owned by the "insured".
<b>Second</b>	The policy providing coverage for the "motor vehicle" the "insured" was "occupying" or was struck by.
<b>Third</b>	The policy providing coverage for "your covered auto" for "bodily injury" sustained by any "family member", who is not a named insured under another policy, while: <ol style="list-style-type: none"> <li>a. "Occupying"; or</li> <li>b. Struck by;</li> </ol> any "motor vehicle" outside of Kansas.

### **III. Part E – Duties After An Accident Or Loss**

Part E is amended as follows:

#### **DUTIES AFTER AN ACCIDENT OR LOSS**

- A. Duties **A.**, **B.3.** and **B.5.** are replaced by the following:

A person seeking Personal Injury Protection Coverage must:

1. In the event of an accident, promptly give us or our authorized agent written notice of the accident. The notice should identify the "insured" and contain reasonably obtainable information with respect to how, when and where the accident happened.
2. Submit to, when and as often as we reasonably require, physical and mental exams by physicians we select.
3. Give us written proof of claim including:
  - a. Full details of the nature and extent of the "bodily injury" and the treatment and rehabilitation received and contemplated; and
  - b. Any other information which may assist us in determining the amount due and payable.

- B. The following duty is added:

If a person takes legal action to recover damages for "bodily injury" against a person or organization who is or may be liable, a copy of the summons and complaint or other process served in connection with such action shall be promptly forwarded to us. No claim for personal injury protection benefits shall be made after 2 years from the date of "bodily injury".

#### IV. Part F – General Provisions

Part F is amended as follows:

- A. The **Our Right To Recover Payment** Provision is replaced by the following:

##### **OUR RIGHT TO RECOVER PAYMENT**

- A. If we make a payment under this coverage and the person to or for whom payment is made has a right to recover damages from another:
1. And fails to bring legal action against another within 18 months after the date of the accident resulting in "bodily injury", such failure shall operate as an assignment to us, to the extent of our payment, of any cause of action which that person may have against another.
  2. We may enforce such action in that person's name for their benefit as their interest may appear by proper action in a court of competent jurisdiction.

3. The court shall fix attorney fees which shall be shared by us and that person in amounts determined by the court.

- B. If we make a payment under this coverage and the person to or for whom payment is made recovers damages from another:

1. We shall be subrogated to the extent of our payment. We shall have a lien against such recovery and we may intervene in any action to protect and enforce this lien.
2. And the person recovers such damages before the completion of personal injury protection benefits, the amount of damages recovered which exceeds our payment of personal injury protection benefits to date shall be credited against additional payments of such benefits.
3. Our right of subrogation shall be reduced by the percentage of negligence attributable to that person.

- B. Paragraph **B.** of the **Policy Period And Territory** Provision is replaced by the following:

##### **POLICY PERIOD AND TERRITORY**

- B. The policy territory is:

1. Kansas; and
2. With respect to the "named insured" and any "family member" while "occupying" or when struck by any "motor vehicle":
  - a. The United States of America, its territories or possessions; or
  - b. Canada.

- C. The following provision is added:

In consideration of the coverage provided by this endorsement and the adjustment of applicable premiums:

1. Any coverage afforded under Part **B** of this policy shall be excess over any personal injury protection benefits paid or payable under this or any other automobile insurance policy.
2. In the event that there is a conflict between the provisions of this endorsement and the provisions of this policy, the provisions of this endorsement supersede the provisions of the policy.
3. Provisions of this policy which are in conflict with the Kansas Automobile Injury Reparations Act are amended to comply with the law.

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