THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PP 05 63 06 94

PEDESTRIAN BASIC FIRST PARTY BENEFIT COVERAGE—PENNSYLVANIA

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

THIS ENDORSEMENT PROVIDES PEDESTRIAN BASIC FIRST PARTY BENEFIT COVERAGE ONLY FOR AN "INSURED" INJURED BY A MOTORCYCLE, MOPED OR SIMILAR-TYPE VEHICLE OR RECREATIONAL-TYPE VEHICLE.

SCHEDULE

Description of Vehicle	Pedestrian Basic First Party Benefit Coverage Limit of Liability
	$5000
	$5000
	$5000

DEFINITIONS

The Definitions section is amended as follows:

A. "The Act" refers to the Pennsylvania Motor Vehicle Financial Responsibility Law.

B. The definition of "bodily injury" is replaced by the following:

"Bodily injury" means accidental bodily harm to a person, and that person's resulting illness, disease or death.

C. The following definitions are added:

1. "Insured motor vehicle" means a:

a. Motorcycle, moped or similar-type vehicle; or

b. Recreational-type vehicle;

shown in the Schedule or Declarations to which Part A of this policy applies.

2. "Motor vehicle" means a self-propelled vehicle, operated or designed for use upon public roads. However, "motor vehicle" does not include a vehicle operated:

a. By muscular power; or

b. On rails or tracks.

D. As used in this endorsement, "insured" means any person not:

1. "Occupying" a "motor vehicle"; and

2. Provided first party benefits under any automobile insurance policy as a named insured or family member.

PEDESTRIAN BASIC FIRST PARTY BENEFIT COVERAGE

INSURING AGREEMENT

A. We will pay, in accordance with the Act, the Pedestrian Basic First Party Benefit to or for an "insured" who sustains "bodily injury." The "bodily injury" must be caused by an accident arising out of the maintenance or use of an "insured motor vehicle."

B. Subject to the limit shown in the Schedule or Declarations, the Pedestrian Basic First Party Benefit consists of:

Medical expenses. Reasonable and necessary medical expenses incurred for an "insured's":

1. Care;

2. Recovery; or

3. Rehabilitation.

This includes remedial care and treatment rendered in accordance with a recognized religious method of healing.

Medical expenses will be paid if incurred within 18 months from the date of the accident causing "bodily injury." However, if within 18 months from the date of the accident, it can be determined with reasonable medical probability that additional expenses may be incurred after this period, the 18 month time limit will not apply to the payment of the additional medical expenses.

EXCLUSIONS

A. We do not provide Pedestrian Basic First Party Benefit Coverage for "bodily injury" sustained by any "insured":

1. While "occupying" a:

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

a. Recreational-type vehicle designed for use off public roads; or

b. Motorcycle, moped or similar-type vehicle.

2. While intentionally causing or attempting to cause "bodily injury" to himself or any other person.

3. While committing a felony.

4. Seeking to elude lawful apprehension or arrest by a law enforcement official.

5. While maintaining or using a "motor vehicle" knowingly converted by that "insured." This exclusion (**A.5.**) does not apply to:

a. You; or

b. Any "family member."

6. Who, at the time of the accident, is the owner of one or more registered "motor vehicles," none of which have in effect the financial responsibility required by the Act.

7. Maintaining or using a "motor vehicle" while located for use as a residence or premises.

B. We do not provide Pedestrian Basic First Party Benefit Coverage for "bodily injury":

1. Sustained by a pedestrian if the accident occurs outside of Pennsylvania. This exclusion (**B.1.**) does not apply to:

a. You; or

b. Any "family member."

2. 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.

3. From or as a consequence of the following, whether controlled or uncontrolled or however caused:

a. Nuclear reaction;

b. Radiation; or

c. Radioactive contamination.

LIMIT OF LIABILITY

A. The limit of liability shown in the Schedule or Declarations for Pedestrian Basic First Party Benefit Coverage is the most we will pay to or for each "insured" as the result of any one accident, regardless of the number of:

1. Claims made;

2. Vehicles or premiums shown in the Declarations;

3. Vehicles involved in the accident; or

4. Insurers providing first party benefits.

B. Any amounts payable under this coverage shall be excess over any amounts:

1. Paid;

2. Payable; or

3. Required to be provided;

to an "insured" under any workers' compensation law or similar law.

OTHER INSURANCE

If 2 or more policies providing Pedestrian Basic First Party Benefit Coverage are applicable to an "insured":

A. The insurer against whom the claim is first made shall process and pay the claim as if wholly responsible. The insurer is then entitled to recover contribution pro rata from any other insurer for the benefits paid and the costs of processing the claim. Such contribution shall be based on the number of involved motor vehicles.

B. If we are the insurer against whom the claim is first made, our payment to or for an "insured" will not exceed the limit of liability for Pedestrian Basic First Party Benefit Coverage shown in the Schedule or Declarations.

C. The maximum recovery under all policies will not exceed the amount payable under the policy with the highest limit of liability.

NON-DUPLICATION OF BENEFITS

No one will be entitled to recover duplicate payments for the same elements of loss under this insurance or any automobile insurance including self-insurance.

PART F—GENERAL PROVISIONS

Part F is amended as follows:

The Our Right To Recover Payment provision does not apply.