

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL INJURY PROTECTION COVERAGE – WASHINGTON

SCHEDULE

BASIC LIMITS PERSONAL INJURY PROTECTION COVERAGE

Benefits	Limit Of Liability
Medical and Hospital Expenses	\$ 10,000
Funeral Expenses	\$ 2,000
Income Continuation	\$ 10,000 subject to a maximum of \$200 per week
Loss Of Services	\$ 5,000 subject to \$40 per day not to exceed \$200 per week

If indicated as applicable below or in the Declarations, the following increased limits personal injury protection benefits apply, instead of the corresponding basic limits personal injury protection benefits.

☐ INCREASED LIMITS PERSONAL INJURY PROTECTION COVERAGE

Benefits	Limit Of Liability
Medical and Hospital Expenses	\$ 35,000
Funeral Expenses	\$ 2,000
Income Continuation	\$ 35,000 subject to a maximum of \$700 per week
Loss Of Services	\$ 14,600 subject to a maximum of \$40 per day

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

I. Definitions

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

A. The following definitions are replaced:

1. "Family member" means a person related to the "named insured" by:
 - a. Blood;
 - b. Marriage;
 - c. Adoption; or
 - d. Domestic partnership registered under Washington law;
 including a ward or foster child, who is a resident of the "named insured's" household. However, the "named insured's" spouse or domestic partner shall be considered a "named insured".
2. "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

- b. For which a specific premium is charged.

B. The following definitions are added:

1. "Motor vehicle" means a self-propelled land motor vehicle or trailer. However, "motor vehicle" does not include a:
 - a. Farm-type tractor or other self-propelled equipment designed for use principally off public roads, while not upon public roads.
 - b. Vehicle operated on rails or crawler-treads.
 - c. Vehicle located for use as a residence or premises.
 - d. Motor home.
 - e. Moped.
 - f. Motorcycle.

2. "Named insured" means:
 - a. The person named in the Declarations; and
 - b. That person's resident spouse or domestic partner registered under Washington law.
3. "Pedestrian" means any person not "occupying" a motor vehicle.
- C. "Insured" as used in this endorsement means:
 1. The "named insured" or any "family member" while:
 - a. "Occupying" or using; or
 - b. A "pedestrian" struck by; a "motor vehicle".
 2. Any other person while:
 - a. "Occupying" or using; or
 - b. A "pedestrian" struck by; "your covered auto".

II. Personal Injury Protection Coverage

Insuring Agreement

- A. We will pay 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, maintenance or use of a "motor vehicle" as a "motor vehicle".
- B. Subject to the limits shown in the Schedule or Declarations, for the personal injury protection coverage benefits that apply, personal injury protection benefits consist of the following:
 1. **Medical And Hospital Expenses**
All reasonable and necessary expenses incurred within three years from the date of the accident for:
 - a. Medical, surgical, x-ray and dental services;
 - b. Pharmaceuticals, prosthetic devices and eyeglasses; and
 - c. Necessary ambulance, hospital, professional nursing.
 2. **Funeral Expenses**
 3. **Income Continuation**
An "insured's" loss of income from work, less other income earned, during a period of disability due to "bodily injury". Income continuation:
 - a. Is payable only for the period beginning 14 days after the accident; and

- b. Ends when:
 - (1) The "insured" is able to resume the duties of that "insured's" usual occupation;
 - (2) 54 weeks have elapsed since the date of the accident; or
 - (3) The "insured" dies.

The combined weekly payment for Personal Injury Protection Coverage to the "insured" for loss of income under:

- a. Any workers' compensation benefits;
 - b. Personal Injury Protection Coverage provided under this policy; and
 - c. Any other disability or loss of income benefits;
- shall not exceed 85% of the "insured's" weekly income.

4. Loss Of Services

Reasonable expenses incurred during a period of disability for essential services instead of those an "insured" would have performed without income. Loss of services does not include expenses:

- a. For services obtained from members of the "insured's" household; and
- b. Incurred after the earliest of the following:
 - (1) The date that the "insured" is able to resume essential services;
 - (2) 52 weeks since the date of the accident; or
 - (3) The "insured" dies.

Exclusions

- A. We do not provide Personal Injury Protection Coverage for "bodily injury" sustained by any "insured":
 1. Who intentionally causes injury to himself.
 2. While:
 - a. Participating in any prearranged or organized racing or speed contest; or
 - b. In practice or preparation for any such contest.

3. If that person's "bodily injury" results or arises from the "insured's" use of a "motor vehicle" in the commission of a felony.
- B. 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", which is:
 - a. Owned by; or
 - b. Furnished for the regular use of: the "named insured".
 2. Any "family member" while "occupying" any "motor vehicle" which is:
 - a. Owned by; or
 - b. Furnished for the regular use of: that "family member".
- C. We do not provide Personal Injury Protection Coverage for "bodily injury":
 1. Due to War (declared or undeclared), or to an act or condition incident to such circumstances.
 2. Resulting from the:
 - a. Radioactive;
 - b. Toxic;
 - c. Explosive; or
 other hazardous properties of nuclear material.

Limit Of Liability

- A. The Limits Of Liability shown in the Schedule or Declarations for the Personal Injury Protection Coverage benefits that apply are the most we will pay to or for any one "insured" injured in any one "motor vehicle" accident, regardless of the number of:
 1. "Insureds";
 2. Policies or bonds applicable;
 3. "Your covered autos" or premiums shown in the Declarations; or
 4. Claims made.
- B. Any amounts payable under this coverage shall be reduced by any amount paid or payable under any:
 1. Workers' compensation law; or
 2. Any other similar medical or disability benefits law, excluding Medicare.

Other Insurance

- A. If there is other applicable automobile medical payments coverage or personal injury protection coverage, 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.
- B. Any insurance we provide with respect to an "insured" while:
 1. "Occupying"; or
 2. A "pedestrian" struck by;

a temporary substitute or a non-owned automobile shall be excess over any other valid and collectible automobile medical payments coverage or personal injury protection coverage.

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, give us or our authorized agent prompt written notice of the accident. The notice should identify the "insured" and contain reasonably obtainable information regarding how, when and where the accident happened.
 2. Submit to, when and as often as we reasonably require, physical exams by physicians we select. We will pay for these exams.
 3. Give us:
 - a. Prompt written proof of claim, under oath if required; and
 - b. Any other information which may assist us in determining the amount due and payable.
- B. The following duties are added:
 1. A person seeking Personal Injury Protection Coverage must at our request:
 - a. Give us authorization to enable us to obtain:
 - (1) Medical reports;
 - (2) Copies of records; and

- (3) Information regarding loss of income as a condition for receiving income continuation.
- b. Furnish us with reasonable medical proof of that person's inability to work.
- 2. If a person takes legal action to recover damages for "bodily injury", against a person or organization that may be legally liable, a copy of the summons and complaint or other process served in connection with such action shall be promptly forwarded to us.

IV. 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

- C. Any legal expenses incurred by us or that person, in recovering payments which benefit both parties, shall be shared equally by the parties. This Provision (C.) applies to legal expenses incurred in a legal action for damages or otherwise.
- D. We shall be entitled to a recovery under Paragraph A. or B. only after the person has been fully compensated for damages.
- 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. The United States of America, its territories or possessions; or
 - 2. Canada.

- C. The following provisions are added:

Arbitration

- 1. If we and an "insured" do not agree on the amount of benefits payable under this coverage, the matter shall, upon mutual written agreement, be decided by arbitration. The two parties must agree in writing on the selection of a single arbitrator. If the parties fail to agree on a single arbitrator, each party shall, upon written demand of either, select a competent disinterested arbitrator. The two arbitrators will select a third.
- 2. Unless the parties agree otherwise, arbitration will take place in the county in which the "insured" lives or the county where the "insured" lived at the time of the accident.
- 3. A decision agreed to by any two arbitrators will be binding.

Coordination Of Coverage

Any Part B coverage or Underinsured Motorists Coverage we provide shall be excess over any payment made under Personal Injury Protection Coverage provided by this policy.

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