

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PERSONAL INJURY PROTECTION COVERAGE – MINNESOTA**

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

**SCHEDULE****I. ☐ Personal Injury Protection Benefits**

<b>Benefits</b>	<b>Limit Of Liability</b>
Medical Expenses	\$20,000
Essential Services	\$200 per week
Work Loss	\$500 per week
Funeral Expenses	\$5,000
Survivors' Loss	\$500 per week for loss of contributions \$200 per week for substitute services
Maximum Limit for the Total of Essential Services, Work Loss, Funeral Expenses and Survivors' Loss	\$20,000
Maximum Limit for the Total of All Personal Injury Protection Benefits	\$40,000

**II. In consideration of an increase in premium, Combined Personal Injury Protection Benefits apply instead of Personal Injury Protection Coverage Benefits as indicated below or in the Declarations.****☐ Combined Personal Injury Protection Benefits**

<b>Benefits</b>	<b>Limit Of Liability</b>
Medical Expenses	\$20,000 per "your covered auto"
Essential Services	\$200 per week per "your covered auto"
Work Loss	\$500 per week per "your covered auto"
Funeral Expenses	\$5,000 per "your covered auto"
Survivors' Loss	\$500 per week per "your covered auto" for loss of contributions \$200 per week per "your covered auto" for substitute services
Maximum Limit for the Total of Essential Services, Work Loss, Funeral Expenses and Survivors' Loss	\$20,000 per "your covered auto"
Maximum Limit for the Total of All Personal Injury Protection Benefits	\$40,000 per "your covered auto"

**III. ☐ Medical Expenses Deductible**

Medical expenses shall be subject to a deductible of \$ applicable to the "named insured" and any "family member".

**IV. ☐ Work Loss Deductible**

Work loss shall be subject to a deductible of \$ applicable to the "named insured" and any "family member".

**V. In consideration of a reduction in premium, exclusion of work loss applies as indicated below or in the Declarations.**☐ Work loss will not be provided for the "named insured" age 65 or older, or age 60 or older who is retired and receiving a pension.☐ Work loss will not be provided for the "named insured" and any "family member" age 65 or older, or age 60 or older who is retired and receiving a pension.

## **I. Definitions**

### **A. The following definitions are replaced:**

1. "Family member" means the spouse and any person related to the "named insured" by blood, marriage or adoption, including a minor in the custody of:
  - a. The "named insured";
  - b. The "named insured's" spouse; or
  - c. Any related person;who is a resident of the "named insured's" household or who is temporarily residing elsewhere.
2. "Occupying" means in or upon, entering into or alighting from.
3. "Your covered auto" means a "motor vehicle":
  - 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 "named insured" is required by the Minnesota No-Fault Automobile Insurance Act to maintain security.

### **B. The following definition is added:**

"Motor vehicle" means every vehicle which is:

1. Required by the Minnesota Statutes to be registered; and
2. Designed to be self-propelled by an engine or motor for use primarily upon:
  - a. Public roads;
  - b. Highways; or
  - c. Streets;

in the transportation of people or property.

This includes a trailer with one or more wheels if that trailer is connected to or is being towed by a "motor vehicle".

However, "motor vehicle" does not include:

- a. A motorcycle; or
- b. Any vehicle with fewer than four wheels.

### **C. As used in this endorsement:**

#### **1. "Insured" means:**

- a. The "named insured" or any "family member" who sustains "bodily injury" while:
  - (1) "Occupying" a "motor vehicle"; or
  - (2) A pedestrian as a result of an accident involving any "motor vehicle" or motorcycle.
- b. Any other person who sustains "bodily injury" while "occupying":
  - (1) "Your covered auto"; or
  - (2) A "motor vehicle" not owned by the "named insured" or any "family member" if the "bodily injury" results from the operation of that "motor vehicle" by the "named insured" or any "family member".

However, "insured" does not include any person who sustains "bodily injury" while "occupying" a "motor vehicle", not owned by the "named insured" or any "family member", which is a public or livery conveyance.

- c. Any other person who sustains "bodily injury" while a pedestrian as a result of an accident involving "your covered auto".

2. "Named insured" means the person named in the Declarations.

## **II. Personal Injury Protection Coverage**

### **INSURING AGREEMENT**

- A.** We will pay, in accordance with the Minnesota No-Fault Automobile Insurance Act, personal injury protection benefits to or for an "insured" who sustains "bodily injury". The "bodily injury" must be caused by:

1. An accident arising out of the maintenance or use of a "motor vehicle" as a vehicle; or
2. Being struck by a motorcycle.

**B.** Subject to the limits shown in the Schedule or Declarations, these benefits consist of the following:

**1. Medical Expenses**

All reasonable expenses incurred for necessary:

- a. Medical, surgical, x-ray, optical, dental, chiropractic and rehabilitative services, including prosthetic devices;
- b. Prescription drugs, as provided under the Minnesota No-Fault Automobile Insurance Act;
- c. Ambulance and all other transportation expenses incurred in traveling to receive other covered medical expense benefits;
- d. Hospital, extended care and nursing services; and
- e. Sign interpreting and language translation services, other than such services provided by a member of the "insured's" family, related to the receipt of medical expenses provided under this provision **(B.1.)**.

Medical Expenses:

- a. Include necessary remedial treatment and services recognized and permitted under Minnesota law for an "insured" who relies upon spiritual means through prayer alone for healing in accordance with that "insured's" religious belief.
- b. Do not include expenses in excess of those for a semiprivate room unless more intensive care is medically required.

**2. Work Loss**

- a. 85% of loss of gross income resulting from the "insured's" inability to work on a regular basis. This includes costs a self-employed "insured" incurs in hiring substitute employees to perform tasks which:
  - (1) Are necessary to maintain the "insured's" income;
  - (2) The "insured" normally performs; and
  - (3) The "insured" cannot perform because of "bodily injury".

b. Lost unemployment benefits equal to the unemployment benefits otherwise payable if an "insured":

- (1) Is unemployed at the time of "bodily injury" and is receiving or is eligible to receive unemployment benefits; and
- (2) Becomes ineligible for unemployment benefits because of the inability to work due to "bodily injury".

Lost unemployment benefits shall be reduced by any income:

- (1) From work actually performed by the "insured"; or
- (2) The "insured" would have earned in available appropriate work which that "insured" was capable of performing but unreasonably failed to undertake.

**3. Essential Services**

Expenses reasonably incurred beginning eight days after the date of the accident, by an "insured" during his lifetime, for usual and necessary substitute services instead of those that the "insured" would have performed, had he not sustained "bodily injury", not for income but for the direct benefit of himself or his household. If the non-fatally injured "insured" normally provides care and maintenance of a home, with or without children, as a full-time responsibility, essential services will be equal to the reasonable value of such care and maintenance if that value is greater than the incurred expenses.

**4. Funeral Expenses**

Reasonable expenses for professional funeral and burial services. This includes expenses for cremation or delivery under the Minnesota Uniform Anatomical Gift Act.

**5. Survivors' Loss**

**a. Loss Of Contributions**

Loss of money or tangible things of economic value, other than services, that the "insured's" surviving dependents would have received from that "insured" for their support during their dependency if the "insured" had not died. The "insured's" death must occur within one year from the date of the accident.

**b. Substitute Services**

Expenses reasonably incurred by surviving dependents, after the "insured's" death, for ordinary and necessary services instead of those the "insured" would have performed for their benefit had the "insured" not died. Substitute services do not include expenses of the surviving dependents which are avoided due to the "insured's" death.

The dependency of:

- a. The surviving spouse shall end when that spouse remarries or dies.
- b. The child, who is not physically or mentally incapacitated from earning, shall end when that child:
  - (1) Attains majority;
  - (2) Marries or becomes otherwise emancipated; or
  - (3) Dies.

**EXCLUSIONS**

**A.** We do not provide Personal Injury Protection Coverage for "bodily injury" sustained by any "insured":

- 1. Arising out of the maintenance or use of a "motor vehicle":
    - a. Being used as a public or livery conveyance; or
    - b. Furnished by the employer of the "named insured" or any "family member";
- provided the:
- a. Security required by the Minnesota No-Fault Automobile Insurance Act is in effect for that "motor vehicle"; and
  - b. "Bodily injury" is sustained while not "occupying" another "motor vehicle" involved in the accident.

This exclusion **(A.1.)** does not apply to:

- a. "Your covered auto";
- b. A commuter van as defined in the Minnesota No-Fault Automobile Insurance Act;
- c. A vehicle being used to transport children:
  - (1) To school or to a school-sponsored activity;
  - (2) As part of a family or group family day-care program;

- d. Any bus, other than a bus included as a vehicle described in **a.**, **b.**, or **c.** above, while in operation in Minnesota with respect to any Minnesota resident who is an insured as defined in the Minnesota No-Fault Automobile Insurance Act; or

- e. A passenger in a taxi.

**2.** If such "bodily injury" arises out of conduct within the course of a business of:

- a. Repairing;
- b. Servicing; or
- c. Otherwise maintaining;

"motor vehicles". This exclusion **(A.2.)** does not apply to conduct which occurs off the business premises.

- 3. In the course of, or in practice or preparation for, an officiated racing or speed contest, other than a rally held in whole or in part upon public roads.
- 4. If such injury arises out of conduct in the course of loading or unloading any "motor vehicle". This exclusion **(A.4.)** does not apply to conduct which occurs while that "insured" is "occupying" such "motor vehicle".
- 5. While "occupying" a motorcycle.
- 6. Arising out of the maintenance or use of a "motor vehicle" while located for use as a residence or premises.
- 7. Which is intentionally caused by that "insured" or which arises out of that "insured" intentionally attempting to cause "bodily injury". If any "insured" dies as a result of intentionally causing or attempting to cause "bodily injury" to himself, his survivors are not entitled to survivors' loss.
- 8. If a lapse of one year or more occurs in the period of disability and medical treatment of an "insured" as a result of any one accident.

**B.** We do not provide Personal Injury Protection Coverage for "bodily injury" sustained by any "insured" other than the "named insured" or any "family member":

- 1. If that "insured" is entitled to personal injury protection coverage as a:
  - a. Self-insured; or
  - b. Named insured or family member under another policy.

2. Arising out of that "insured's" maintenance or use of a "motor vehicle" without a good faith belief that that "insured" is legally entitled to use such "motor vehicle".
3. While a pedestrian struck by "your covered auto" if the accident occurs outside of Minnesota.
4. While "occupying" any "motor vehicle" which is:
  - a. Not owned by the "named insured" or any "family member"; and
  - b. Being operated by the "named insured" or any "family member".

This exclusion **(B.4.)** applies only to:

- a. Work loss;
- b. Essential services; and
- c. Survivors' loss.

**C. We do not provide Personal Injury Protection Coverage for "bodily injury":**

1. Sustained by any "family member" if that "family member" is entitled to Personal Injury Protection Coverage as a self-insured or as a named insured under another policy.
2. Due to:
  - a. War (declared or undeclared);
  - b. Civil war;
  - c. Insurrection;
  - d. Rebellion or revolution; or
  - e. Any act or condition incident to any of the above.
3. Resulting from the:
  - a. Radioactive;
  - b. Toxic;
  - c. Explosive; or
  - d. Other hazardous; properties of nuclear material.

**LIMIT OF LIABILITY**

- A. The Limits Of Liability shown in the Schedule or Declarations for Personal Injury Protection Coverage 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 plans of self-insurance applicable;
3. "Your covered autos"; or
4. Claims made.

**B. If the Schedule or Declarations indicates that Combined Personal Injury Protection Benefits apply instead of Personal Injury Protection Benefits, the Limits Of Liability shown in the Schedule or Declarations for Combined Personal Injury Protection Benefits 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"; or
2. Claims made.

**C. Any amounts otherwise payable under this endorsement shall be reduced by:**

1. Any amounts:
  - a. Paid;
  - b. Payable; or
  - c. Required to be provided; because of the "bodily injury" under any workers' compensation law.
2. Any applicable medical expenses deductible shown in the Schedule or Declarations. If two or more people, to whom such deductible applies, sustain "bodily injury" in the same "motor vehicle" accident, the total deductible applicable to all of them shall:
  - a. Not exceed the deductible shown in the Schedule or Declarations; and
  - b. Be allocated equally among them.
3. Any applicable work loss deductible shown in the Schedule or Declarations.

**OTHER INSURANCE**

If there is other applicable similar insurance, including self-insurance, we will pay only our share. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

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

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

A. A person seeking Personal Injury Protection Coverage must give us, or our authorized agents, written notice of an accident within six months from the date of the accident. The notice should identify the "insured" and contain reasonably obtainable information with respect to how, when and where the accident happened. Failure to provide such notice shall not cause the "insured" to become ineligible to receive personal injury protection benefits unless we show actual prejudice. In this event, the "insured" will be ineligible to receive benefits only to the extent of the prejudice.

B. An "insured":

3. Must submit, when and as often as we reasonably require, to physical and mental exams by physicians we select. We will pay for these exams.

5. Or someone on his behalf must give us written proof of claim, under oath if required. Such proof of claim shall include:

- a. Full details of the nature and extent of the "bodily injury";
- b. Treatment and rehabilitation received and contemplated; and
- c. Any other information which may assist us in determining the amount due and payable.

An "insured" who has undergone a:

- a. Procedure or treatment for rehabilitation; or
- b. Course of rehabilitative occupational training;

other than a medical rehabilitation procedure or treatment, shall notify us of such action within 60 days after an expense of more than \$1,000 has been incurred for such procedure, treatment or training. The "insured" does not have to notify us if we know or have reason to know of such action. If the "insured" does not give us the required notice within this time period, we are responsible only for:

- a. \$1,000; or

b. The expenses incurred after the notice is given and within 60 days before the notice;

whichever is greater, unless the "insured's" failure to give timely notice is the result of excusable neglect.

### IV. Part F – General Provisions

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 was made has a right to recover damages from another, we shall be subrogated to that right to the extent of our payment. That person shall:

1. Execute and deliver to us any instruments and papers necessary to secure our rights;
2. Do whatever is necessary to enable us to exercise these rights; and
3. Do nothing after loss to prejudice them.

However, our rights under Paragraph A. do not apply against:

1. The person or organization legally responsible for damages, if we also insure that person or organization for the same loss or damages; or
2. Any "insured".

B. If we make a payment under this coverage to any person:

1. And the person to or for whom payment is made recovers damages from any person or organization legally responsible for the "bodily injury", we shall be entitled to the extent of our payment to the proceeds of the recovery.
2. We shall have a lien to the extent of our payment. We may give notice of the lien to:
  - a. The person or organization causing "bodily injury";
  - b. That person's agent or insurer; or
  - c. A court having jurisdiction in the matter.

The person to or for whom payment is made shall:

- a. Hold in trust for us rights of recovery that person may have against another;
- b. Do whatever is proper to secure these rights;
- c. Do nothing after loss to prejudice them; and
- d. Execute and deliver to us any instruments and papers necessary to secure that person's and our rights and obligations.

C. Our rights under Paragraph A. do not apply to a person 21 years or older who:

1. Having had control over a premises and being in a reasonable position to prevent the consumption of alcoholic beverages, knowingly or recklessly permitted the consumption of alcoholic beverages that caused the intoxication of a person under 21 years of age; or
2. Sold, bartered, furnished or gave to, or purchased alcoholic beverages that caused the intoxication of a person under 21 years of age;

and that intoxicated person caused the "bodily injury" for which payment was made under this endorsement.

D. Our rights in Paragraphs A. and B. are subject to any applicable limitations contained in Minnesota law or regulation.

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

B. The policy territory is:

1. The United States of America, its territories or possessions; or
2. Canada.

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

This provision does not apply to Combined Personal Injury Protection Benefits.

D. The following provisions are added:

#### **Coordination Of Coverage**

In consideration of an adjustment in applicable premiums, any amount payable under Part C of this Policy shall be reduced by the amount of any personal injury protection benefits:

1. Paid or payable; or
2. Which would be paid or payable except for the application of a deductible;

under this or any other motor vehicle insurance policy.

#### **Constitutionality Clause**

The premium and coverages of this Policy have been established in reliance upon the Minnesota No-Fault Automobile Insurance Act. If a court of competent jurisdiction:

1. Declares; or
2. Enters a judgment the effect of which is to render;

the provisions of the Act invalid or unenforceable, in whole or in part, we shall have the right to:

1. Recompute the premium payable for the Policy; and
2. At our option, void or amend the provisions of this endorsement.

#### **Arbitration**

If we and an "insured" do not agree on the amount of benefits payable under this coverage, and:

1. The amount of benefits in dispute is \$10,000 or less, the matter will be submitted to arbitration.
2. The amount of benefits in dispute is more than \$10,000, we will advise the "insured" whether we will submit the claim to arbitration.

Arbitration will be conducted in accordance with the Rules of Procedure For No-Fault Arbitration contained in the Minnesota Insurance Laws.

#### **Nonduplication Of Benefits**

No one will be entitled to receive duplicate benefits for the same elements of loss under this or any other similar insurance, including self-insurance.