

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

PERSONAL INJURY PROTECTION COVERAGE – UTAH

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

SCHEDULE

☐ Basic Personal Injury Protection Benefits

Benefits	Limit Of Liability
Medical Expenses	\$ 3,000
Work Loss	85% of gross income up to a maximum of \$250 per week and \$20 per day for essential services
Funeral Expenses	\$ 1,500
Survivors' Loss	\$ 3,000

If indicated below or in the Declarations or Schedule, Added Personal Injury Protection Benefits apply instead of Basic Personal Injury Protection Benefits to the "named insured" or any "family member".

☐ Added Personal Injury Protection Benefits

Benefits	Limit Of Liability
Medical Expenses	\$
Work Loss	\$ per week
Funeral Expenses	\$
Survivors' Loss	\$ 3,000

REJECTION OF LOSS OF INCOME

☐ If indicated to the left or if Rejection Of Loss Of Income is indicated in the Declarations or Schedule, the loss of income coverage included in the work loss benefit does not apply to the "named insured" and spouse.

DEFINITIONS

As used in this endorsement, 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, including a ward or foster child who:
 - a. Is a resident of the "named insured's" household; or
 - b. Usually makes his home in the same household but temporarily lives elsewhere.
2. "Insured" means:
 - a. The "named insured" or any "family member" who sustains "bodily injury" caused by an accident involving any "motor vehicle".
 - b. Any other person who sustains "bodily injury" caused by an accident while:
 - (1) "Occupying" "your covered auto" with the consent of the "named insured";
 - (2) "Occupying" any other "motor vehicle" operated by the "named insured" or any "family member"; or
 - (3) A "pedestrian" if the accident involves "your covered auto" and occurs in Utah.

However, "insured" does not include:

- a. The "named insured" who sustains "bodily injury" resulting from the use or operation of any "motor vehicle", other than "your covered auto", which is owned by the "named insured".
- b. Any "family member" who sustains "bodily injury" resulting from the use or operation of any "motor vehicle", other than "your covered auto", which is owned by that "family member".

- c. Any person other than the “named insured” or any “family member” who sustains “bodily injury” while “occupying” any “motor vehicle” when it is being used as a public or livery conveyance.
- 3. “Named insured” means the person in the Declarations.
- 4. “Occupying” means:
 - a. Being in or upon a “motor vehicle” as a passenger or operator; or
 - b. Engaged in the immediate act of entering, boarding, or alighting from a “motor vehicle”.
- 5. “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 Utah Motor Vehicle Act to maintain security.

As used in this endorsement, the following definitions are added:

- 1. “Motor vehicle” means any:
 - a. Self-propelled vehicle; and
 - b. Vehicle which is propelled by electric power obtained from overhead wires but which is not operated on rails.

However, “motor vehicle” does not include:

 - a. Vehicle moved solely by human power;
 - b. Motorized wheelchairs;
 - c. An electric personal assistive mobility device;
 - d. An electric assisted bicycle;
 - e. A motor assisted scooter;
 - f. A personal delivery device as defined in UTAH CODE ANN. § 41-6a-1119; or
 - g. A mobile carrier, as defined in UTAH CODE ANN. §41-6a-1120.
- 2. “Pedestrian” means any person not “occupying” or riding upon a “motor vehicle”.

PERSONAL INJURY PROTECTION COVERAGE

INSURING AGREEMENT

A. Basic Personal Injury Protection Benefits

- 1. We will pay basic personal injury protection benefits to or for an “insured” who sustains “bodily injury”. The “bodily injury” must be caused by an accident involving the use of a “motor vehicle” as a motor vehicle.
- 2. Subject to the limits shown in the Declarations or Schedule, basic personal injury protection benefits consist of the following:
 - a. Medical Expenses

Reasonable expenses incurred for any necessary:

 - (1) Medical, surgical, x-ray, dental and rehabilitation services; and
 - (2) Prosthetic devices, ambulance, hospital and nursing services.

This includes any non-medical remedial care and treatment rendered in accordance with a recognized religious method of healing. However, medical expenses do not include expenses in excess of those for a semiprivate room, unless more intensive care is medically required.

b. Work Loss

- (1) Loss of income and earning capacity by an "insured" during his lifetime because of the inability to work during a period beginning three days after the date of loss of income and earning capacity resulting from the "bodily injury" and continuing for a maximum of 52 consecutive weeks. The three-day waiting period shall not apply if the "insured's" inability to work continues for more than a total of two consecutive weeks after the date of loss of income and earning capacity resulting from the "bodily injury".
- (2) An allowance for services actually rendered or expenses reasonably incurred for services an "insured" would have performed during his lifetime for his household had he not sustained "bodily injury". This allowance begins three days after the date of "bodily injury" and continues for a maximum of 365 consecutive days. The three-day waiting period shall not apply if the "insured's" inability to perform such services continues for more than two consecutive weeks after the date of "bodily injury".

c. Funeral Expenses

Funeral, burial or cremation expenses incurred.

d. Survivors' Loss

Compensation because of an "insured's" death. We will pay survivors' loss only to natural persons who are the "insured's" heirs.

B. Added Personal Injury Protection Benefits

1. If the Declarations or Schedule 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 involving the use of a "motor vehicle" as a motor vehicle.
2. Subject to the limits shown in the Declarations or Schedule, added personal injury protection benefits consist of the following:
 - a. Medical expenses.
 - b. Work loss.
 - c. Funeral expenses.
 - d. Survivors' loss.

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

1. While "occupying" a "motor vehicle", other than "your covered auto", which is:
 - a. Owned by; or
 - b. Furnished for the regular use of;
 the "named insured" or any "family member".
2. While:
 - a. Operating "your covered auto" without the express or implied consent of an "insured"; or
 - b. Not in lawful possession of "your covered auto".
3. If such "insured's" conduct contributed to that "insured's" injury under either of the following circumstances:
 - a. Intentionally causing injury to that "insured"; or
 - b. While committing a felony.
4. Arising out of the use of any "motor vehicle" while located for use as a residence or premises.

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

1. Due to:
 - a. War (declared or undeclared);
 - b. Civil war;
 - c. Insurrection;
 - d. Rebellion or revolution; or
 any act or condition incident to any of the above.
2. Resulting from the:
 - a. Radioactive;
 - b. Toxic;
 - c. Explosive; or
 - d. Other hazardous;
 properties of nuclear material.

C. Under Basic or Added Personal Injury Protection Coverage, we do not provide for the loss of income coverage included in the work loss benefit for the "named insured" and spouse if Rejection Of Loss Of Income is indicated in the Declarations or Schedule.

LIMIT OF LIABILITY

- A. The limits of liability shown in the Declarations or Schedule for the personal injury protection benefits that apply are the most we will pay for "bodily injury" sustained by any one "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".
- B. Any amount otherwise payable under this endorsement shall be reduced by any amount paid, payable or required to be provided:
1. Under any workers' compensation law or similar law; or
 2. By the United States or any of its agencies because an "insured" is on active duty in the military services.

OTHER INSURANCE

- A. No one shall be entitled to receive duplicate payments for the same elements of loss under this or any other insurance.
- B. Any coverage we provide shall be primary only for "bodily injury" sustained by an "insured" in an accident arising out of the use or operation of "your covered auto".
- C. If the vehicle is a rental private passenger motor vehicle, the following priorities of recovery apply:

FIRST PRIORITY	Any source of recovery purchased by you or any "family member" from the owner of the rental private passenger motor vehicle.
SECOND PRIORITY	Any policy affording Personal Injury Protection Coverage to the "insured" as a named insured or "family member".

- D. If an “insured” is entitled to similar benefits under more than one policy, the maximum amount payable under all of the policies shall not exceed the amount payable under the Policy with the highest limit of liability. We will pay only our share. Our share is the proportion that our limit of liability bears to the total of all applicable limits of policies providing coverage on the same basis.
- E. Any personal injury protection benefits paid or payable under this or any other auto insurance policy shall be primary over any coverage provided under **PART B** of this Policy.

PART E – DUTIES AFTER AN ACCIDENT OR LOSS

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

- A. A person seeking **Personal Injury Protection Coverage** must, 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 with respect to how, when and where the accident happened.
- B. An “insured”:
3. Must submit, 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 promptly 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.

The following duty is added:

If:

1. An “insured”; or
2. That “insured's” legal representative or survivors;

take legal action to recover damages for “bodily injury” against another party, that person must promptly forward to us a copy of the summons and complaint or other process served in connection with such action.

PART F – GENERAL PROVISIONS

The following is added to the **Legal Action Against Us** provision:

LEGAL ACTION AGAINST US

Suit or action must start within 4 years after the inception of loss. This does not apply to claims that have been time barred by Subsection 31A-21-313(1)(a) as of May 03, 2023.

The **Our Right To Recover Payment** provision is replaced by the following:

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. We shall be entitled to a recovery only after the person has been fully compensated for damages.

That person shall:

1. Execute and deliver instruments and papers to us and do whatever else is necessary to secure these rights; and
2. Do nothing after loss to prejudice them.

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

1. Be entitled to the proceeds of the recovery; and
2. Have a lien against such recovery;

to the extent of our payment. Notice of the lien may be given to:

1. The party from which damages are recovered;
2. That party's agent or insurer; or
3. A court having jurisdiction.

We shall be entitled to a recovery only after the person has been fully compensated for damages.

That person shall:

1. Hold in trust for us all rights of recovery which that person has against another party;
2. Do whatever is necessary to secure these rights;
3. Do nothing after loss to prejudice them; and
4. Execute and deliver to us instruments and papers necessary to secure that person's and our rights and obligations.

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.

The following provision is added:

PREMIUM RECOMPUTATION

The premium for this Policy has been established in reliance upon the limitations on the right to recover damages contained in the Utah Insurance Code. If a court of competent jurisdiction:

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

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

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

All other policy provisions apply.