

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

PERSONAL INJURY PROTECTION COVERAGE – WASHINGTON

DEFINITIONS

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

The following definitions are replaced:

- A. "Family member" means a person related to the "named insured" by:
 - 1. Blood;
 - 2. Marriage;
 - 3. Adoption; or
 - 4. 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 shall be considered a "named insured".
- B. "Your covered auto" means a "motor vehicle" owned by the "named insured":
 - 1. To which the bodily injury liability coverage of this policy applies; and
 - 2. For which **Personal Injury Protection Coverage** is indicated in the Declarations.

For purposes of the coverage provided in this endorsement, the following definitions are added:

- A. "Motor vehicle" means a self-propelled land motor vehicle or trailer. However, "motor vehicle" does not include a:
 - 1. Vehicle operated on rails or crawler-treads.
 - 2. Vehicle located for use as a residence or premises.
 - 3. Motor home.
 - 4. Moped.
 - 5. Motorcycle.
- B. "Named insured" means:
 - 1. The person named in the Declarations; and
 - 2. That person's resident spouse.
- C. "Pedestrian" means any person not "occupying" a motor vehicle.
- D. "Insured", as used in this endorsement means:
 - 1. The "named insured" or a "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".

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".

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- B. Subject to the limits shown in the 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, and 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.
 - 4. While a "motor vehicle" is being used as a public or livery conveyance or being used by any person in connection with any transportation network company or personal vehicle sharing program.

This Exclusion does not apply:

- a. To a share-the-expense carpool; or
 - b. While “your covered auto” is being used for volunteer or charitable purposes for which no money is received other than payment for expenses incurred to perform the activity.
- B. We do not provide **Personal Injury Protection Coverage** for “bodily injury” sustained by:
 - 1. The “named insured” or a “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 radioactive, toxic, explosive, or other hazardous properties of nuclear material.

LIMIT OF LIABILITY

- A. The limits of liability shown in the 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.

ARBITRATION

- A. 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.
- B. 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.

C. A decision agreed to by any two arbitrators will be binding.

COORDINATION OF COVERAGE

Any **PART B – MEDICAL PAYMENTS Coverage** or **PART C – UNDERINSURED MOTORISTS COVERAGE** we provide shall be excess over any payment made under **Personal Injury Protection Coverage** provided by this policy.

PART E – DUTIES AFTER AN ACCIDENT OR LOSS

A. Duty A. is replaced by the following:

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 regarding how, when, and where the accident happened.

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 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.

PART F – GENERAL PROVISIONS is amended as follows with respect to this endorsement:

Under the **Our Right to Recover Payment** provision, the following paragraph is added:

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 paragraph C. applies to legal expenses incurred in a legal action for damages or otherwise.

All other policy provisions apply.