

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY.

PERSONAL INJURY PROTECTION COVERAGE – OREGON

SCHEDULE

Benefits		Limit of Liability	
Medical Expenses	\$		
Income Loss	\$	3,000 per month	
Essential Services	\$	30 per day	
Funeral Expenses	\$	5,000	
Child Care Expenses	\$	25 per day up to a maximum of \$750	
Medical Expense Deductible			
Medical expenses are subject to a deductible of		\$	applicable to:
<input type="checkbox"/>	Each "named insured".		
<input type="checkbox"/>	Each "named insured" and "family member".		
<input type="checkbox"/>	The "named insured" or "family member named herein.		

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

DEFINITIONS

The following definitions are replaced:

- C. "Bodily injury" means bodily injury, sickness or disease, including death that results at any time.
- E. "Family member" means a person related to the "named insured" by blood, marriage, domestic partnership under Oregon law or adoption who is a resident of the "named insured's" household. This includes a ward or foster child.
- F. "Occupying" means in or upon or entering into or alighting from.
- I. "Your covered auto" means a "private passenger motor vehicle" owned by the "named insured" to which the bodily injury liability coverage of this policy applies and for which a specific premium is charged.

The following definitions are added:

"Motor vehicle" means a self-propelled land motor vehicle or trailer. However, "motor vehicle" does not include:

1. A farm type tractor or other self-propelled equipment designed for use principally off public roads, while not upon public roads.
2. A vehicle operated on rails or crawler treads.
3. A vehicle located for use as a residence or premises.

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

"Pedestrian" means any person while not "occupying" a self-propelled vehicle other than a wheelchair or similar low-powered motorized or mechanically propelled vehicle that is designed specifically for use by a physically disabled person who has a medical necessity for the wheelchair or other low-powered vehicle.

"Private passenger motor vehicle" means:

1. A four-wheel passenger or station wagon type "motor vehicle" not used as a public or livery conveyance.
2. Any other four-wheel "motor vehicle" of the utility, pickup body, sedan delivery or panel truck type not used for wholesale or retail delivery other than farming.
3. A self-propelled mobilehome.
4. A farm truck.

"Insured" as used in this endorsement means:

1. The "named insured" or any "family member" who sustains "bodily injury" while:
 - a. "Occupying" a "private passenger motor vehicle"; or
 - b. A "pedestrian" struck by a "motor vehicle".
2. Any other person who sustains "bodily injury" while:
 - a. "Occupying" or using "your covered auto" with the permission of the "named insured"; or
 - b. A "pedestrian" struck by "your covered auto".

PERSONAL INJURY PROTECTION COVERAGE

INSURING AGREEMENT

- A. We will pay personal injury protection benefits to an "insured" who sustains "bodily injury". The "bodily injury" must:
1. Be caused by an accident; and
 2. Arise 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, personal injury protection benefits consist of the following:

1. Medical Expenses

All reasonable and necessary expenses incurred within two years from the date of the accident for medical, hospital, dental, surgical, ambulance and prosthetic services.

2. Income Loss

70% of the "insured's" loss of income from work during a period of disability provided that:

- a. The "insured" was usually employed at the time of the accident; and
- b. The period of disability continues for at least 14 days.

Income loss includes only expenses for loss of income incurred from the date the disability began to the date on which the "insured" is able to return to his usual occupation. Income loss will only be paid for a total of 52 weeks of loss of income.

3. Essential Services

Expenses reasonably incurred during a period of disability for essential services performed by a person not related to the "insured" or residing in the "insured's" household, instead of the essential services the "insured" would have performed, without income, provided that:

- a. The "insured" was not usually employed at the time of the accident; and
- b. The period of disability continues for at least 14 days.

Essential services include only expenses for such services actually rendered from the date the disability began to the date on which the "insured" is reasonably able to perform the services. This benefit does not include child care expenses. Essential services will only be paid for a total of 52 weeks of incurred expenses.

4. Funeral Expenses

Reasonable and necessary expenses for professional funeral services incurred within one year after the date of the accident.

5. Child Care Expenses

Expenses reasonably incurred for care of a minor child of an "insured" provided that the "insured" is:

- a. The parent of the minor child; and
- b. Required to be hospitalized for a minimum of 24 hours.

Child care expenses include only those expenses incurred for child care beginning 24 hours after the hospitalization of the "insured" and continuing until the "insured" is able to:

- a. Return to work if he was usually employed at the time of the accident; or
- b. Perform essential services he would have performed without income if he was not usually employed at the time of the accident.

EXCLUSIONS

We will not provide Personal Injury Protection Coverage for "bodily injury":

- A. Sustained by any "insured" who intentionally causes injury to himself.
- B. Sustained by any "insured":
 1. While participating in any prearranged or organized racing or speed contest; or
 2. In practice or preparation for any such contest.
- C. Due to:
 1. War, whether or not declared;
 2. Civil war;
 3. Insurrection;
 4. Rebellion or revolution; or
 5. Any act or condition incident to any of the above.
- D. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.
- E. Sustained by the "named insured" or any "family member" while "occupying" any "motor vehicle", including a motorcycle or moped as defined in the Oregon statutes, which is:
 1. Owned by or furnished or available for the regular use of the "named insured"; and
 2. Not insured for this coverage under this policy.
- F. Sustained by any "family member" while "occupying" any "motor vehicle", including a motorcycle or moped as defined in the Oregon statutes, which is:
 1. Owned by or furnished or available for the regular use of that "family member"; and
 2. Not insured for this coverage under this policy.
- G. Sustained by any "pedestrian", other than the "named insured" or any "family member", in an accident which occurs outside of Oregon.
 This Exclusion (G.) applies only to income loss and essential services.
- H. Sustained by any "insured" who willfully conceals or misrepresents any material fact in connection with a claim for personal injury protection benefits.

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 an "insured" as the result of 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" to which this coverage applies.
- B. Any amount payable under this coverage shall be reduced by any amounts paid or payable under any:
 1. Workers' compensation law; or
 2. Other similar medical or disability benefits law, excluding Medicare and Medicaid.
- C. Any amounts paid under this endorsement to the "named insured" or any "family member" shall reduce any amount that person may be entitled to recover for the same damages under **Part C** of this policy.

- D. Any amounts paid under this endorsement to an "insured" shall reduce any amount that person may be entitled to recover for the same damages under **Part A** of this policy.
- E. If the Schedule or Declarations indicates that the Medical Expenses Deductible option applies, any amount payable for medical expenses shall be reduced by the amount of the medical expenses deductible applicable to the "named insured" or "family members" as shown in the Schedule or Declarations.

OTHER INSURANCE

The coverage provided under this endorsement is excess for:

- A. "Bodily injury" sustained by any "pedestrian", other than the "named insured" or any "family member", to the extent that amounts are paid or payable to or on behalf of such "pedestrian" under any collateral benefits, including but not limited to:
 - 1. Insurance benefits under another policy issued by us or another insurer;
 - 2. Governmental benefits other than Medicare and Medicaid;
 - 3. Gratuitous benefits; or
 - 4. Oregon personal injury protection benefits.
- B. "Bodily injury" sustained by the "named insured" or any "family member" while "occupying" any "motor vehicle", other than "your covered auto", with respect to which Oregon personal injury protection benefits are in effect.

ARBITRATION

- A. If we and an "insured" do not agree as to:
 - 1. Whether that "insured" is entitled to recover personal injury protection benefits; or
 - 2. The amount of benefits which are recoverable by that "insured";
 then the matter may be arbitrated.
- B. Both parties must agree to arbitration. If so agreed, each party will select a competent and disinterested arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court of record in the county and state in which the arbitration is pending.
- C. Each party will pay the attorney's fees and expenses it incurs in the production of medical or other expert witnesses or the making of transcripts of the arbitration. All other costs to the "insured" of the arbitration shall not exceed \$100 and we will pay the remaining expenses.
- D. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to in writing by at least two of the arbitrators will be binding.

PART E – DUTIES AFTER AN ACCIDENT OR LOSS

Duty B.5. is replaced by the following:

- 5. A person seeking Personal Injury Protection Coverage must promptly give us written proof of claim, under oath if required, including:
 - a. Full details of the nature and extent of the injuries and treatment received and contemplated.
 - b. Such other information that will help us determine the amount due and payable.

The following duties are added:

A person seeking Personal Injury Protection Coverage must:

- a. Notify us by personal service or by registered or certified mail of any claim made or legal action taken against any person or organization legally responsible for the "bodily injury", if that person has received benefits for such "bodily injury".
- b. Promptly provide us with a copy of the summons and complaint or other process served in connection with any legal action that person takes to recover damages for "bodily injury".
- c. At our request, and as a condition for receiving income loss, cooperate in furnishing us reasonable medical proof of his inability to work.

PART F – GENERAL PROVISIONS

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

REIMBURSEMENT AND TRUST

In the event of payment to any person under this endorsement:

- A. We shall be entitled to reimbursement or subrogation in accordance with the provisions of the Oregon Insurance Code.
- B. We shall be entitled to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of the "insured" against any person or organization legally responsible for the accident. We shall be entitled only to the extent benefits were paid, less our share of expenses, costs and attorney's fees incurred by the "insured" in connection with such recovery.
- C. The "insured" shall hold in trust for us the proceeds of the recovery to the extent of benefits furnished.
- D. The "insured" shall do:
 - 1. Whatever is necessary to enable us to exercise our rights; and
 - 2. Nothing after loss to prejudice them.
- E. If requested in writing by us, the "insured" shall take, through any representative not in conflict in interest with him and designated by us, such action as may be necessary or appropriate to recover benefits furnished as damages from the person or organization legally responsible. The action shall be taken in the name of the "insured" but only to the extent of benefits furnished by us. In the event of recovery, we shall also be reimbursed out of such recovery for the "insured's" share of expenses, costs and attorney's fees incurred by us in connection with the recovery.
- F. The "insured" shall execute and deliver to us such instruments and papers as may be appropriate to secure the rights and obligations of the "insured" and us.

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:

COORDINATION AND NONDUPLICATION

Any coverage provided under **Part B** of this policy shall be excess over any medical expenses paid or payable under this or any other automobile insurance policy because of "bodily injury" to an "insured".

All other policy provisions apply.