

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MEDICAL EXPENSE AND INCOME LOSS BENEFITS COVERAGE – VIRGINIA

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

### SCHEDULE

Coverage is provided where a premium is shown for the coverage.

Coverages	Limit Of Liability	Premium			
		Vehicle 1	Vehicle 2	Vehicle 3	Vehicle 4
Medical Expense Benefits	\$ Per Person	\$			
	\$ Per Person		\$		
	\$ Per Person			\$	
	\$ Per Person				\$
Income Loss Benefits	\$100 Per Person Per Week	\$			
	\$100 Per Person Per Week		\$		
	\$100 Per Person Per Week			\$	
	\$100 Per Person Per Week				\$
Total Premium		\$			

### I. Definitions

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

**A.** The definition of "your covered auto" is replaced by the following:

"Your covered auto" means a "motor vehicle":

1. That is owned by the "named insured";
  2. That is insured for bodily injury or property damage liability under this Policy; and
- B.** For which a specific premium is charged for the coverage provided by this endorsement.

**C.** The following definitions are added:

1. "Insured" as used in this endorsement means:

- a. You or any "family member" who sustains "bodily injury":
  - (1) While "occupying"; or
  - (2) While not "occupying" but when struck by;
 a "motor vehicle".

- b. Any other person who sustains "bodily injury" while "occupying":
  - (1) "Your covered auto";
  - (2) A "motor vehicle" not owned by you or any "family member" if the "bodily injury" results from the operation of that "motor vehicle" by you or any "family member"; or
  - (3) Any auto or "trailer" you do not own while used as a temporary substitute for a "your covered auto" which is out of normal use because of its:
    - (a) Breakdown;
    - (b) Repair;
    - (c) Servicing;
    - (d) Loss; or
    - (e) Destruction.
- 2. "Motor vehicle" means a self-propelled land motor vehicle or "trailer" other than any vehicle:
  - a. Operated on rails or crawler treads; or
  - b. While located for use as a residence or premises.

## **II. Medical Expense And Income Loss Benefits Coverage Insuring Agreement**

### **A. Medical Expense Benefits**

If the Schedule or Declarations indicate that Medical Expense Benefits apply, we will pay, in accordance with Va. Code Ann. Section 38.2 – 2201 or Section 46.2 – 465, medical expense benefits to 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". We will pay only those medical expense benefits incurred for services rendered within 3 years from the date of the accident.

Subject to the limits shown in the Schedule or in the Declarations, medical expense benefits consist of the following:

- 1. Medical Expenses – All reasonable and necessary expenses for medical, hospital, chiropractic, x-ray, professional nursing, dental, surgical, prosthetic and rehabilitation services, and services provided by an emergency medical services vehicle as defined in Va. Code Ann. Section 32.1-111.1.
- 2. Funeral Expenses.

### **B. Income Loss Benefits**

If the Schedule or Declarations indicate that Income Loss Benefits apply, we will pay, in accordance with Va. Code Ann. Section 38.2 – 2201 or Section 46.2 – 465, income loss benefits to 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".

Subject to the limits shown in the Schedule or in the Declarations, income loss benefits consist of loss of income incurred by an "insured" who is usually engaged in a remunerative occupation.

Loss of income:

- 1. Is computed from the first work day lost as a result of the accident; and
- 2. Does not include any loss of income incurred after the earliest of the following:
  - a. The date the "insured" is able to return to his or her usual occupation;
  - b. One year from the date of the accident; or
  - c. The date the "insured" dies.

## EXCLUSIONS

We do not provide Medical Expense And Income Loss Benefits Coverage to any "insured":

1. Who intentionally causes "bodily injury" to himself or herself.
2. For "bodily injury":
  - a. Occurring during the course of employment if benefits are required or available under any workers' compensation or similar law.
  - b. Sustained while "occupying" "your covered auto" when it is being used as a public or livery conveyance. This exclusion **(2.b.)** does not apply to:
    - (1) A vehicle designated in the Policy as a public or livery conveyance; or
    - (2) A share-the-expense car pool.
  - c. Sustained while "occupying" a "motor vehicle" without a reasonable belief that that "insured" is entitled to do so. This exclusion **(2.c.)** does not apply to a "family member" using "your covered auto" which is owned by you.
  - d. Sustained while "occupying" any "motor vehicle" (other than "your covered auto") which is:
    - (1) Owned by you; or
    - (2) Furnished or available for your regular use.
  - e. Sustained while "occupying" any "motor vehicle" (other than "your covered auto") which is:
    - (1) Owned by any "family member"; or
    - (2) Furnished or available for the regular use of any "family member".
 However, this exclusion **(2.e.)** does not apply to you.
  - f. Caused by or as a consequence of:
    - (1) Discharge of a nuclear weapon (even if accidental);
    - (2) War (declared or undeclared);
    - (3) Civil war;
    - (4) Insurrection; or
    - (5) Rebellion or revolution.

## LIMIT OF LIABILITY

### A. Medical Expense Benefits

1. If four or less "motor vehicles" are insured for Medical Expense Benefits under this Policy, our maximum limit of liability for Medical Expense Benefits arising out of "bodily injury" sustained by any one person in any one accident is the sum of the limits of liability shown in the Schedule or in the Declarations for each person applicable to each "your covered auto" insured for Medical Expense Benefits under this Policy.

If more than four "motor vehicles" are insured for Medical Expense Benefits under this Policy, our maximum limit of liability for Medical Expense Benefits arising out of "bodily injury" sustained by any one person in any one accident is the sum of the four highest limits of liability shown in the Schedule or in the Declarations for each person applicable to each of those four "your covered autos" insured for Medical Expense Benefits under the Policy.

This is the most we will pay regardless of the number of:

- a. "Insureds";
- b. Claims made; or
- c. Vehicles or premiums shown in the Schedule or in the Declarations.

2. No one will be entitled to receive payment in excess of actual medical and funeral expenses incurred from this or any other policy or combination of policies providing motor vehicle medical expense benefits applicable to the accident.

#### **B. Income Loss Benefits**

1. Our maximum limit of liability for Income Loss Benefits arising out of "bodily injury" sustained by any one person in any one accident is the lesser of:
  - a. The sum of the limits of liability shown in the Schedule or in the Declarations for each person applicable to each "your covered auto" insured for Income Loss Benefits under this Policy; or
  - b. \$400 per person per week.

This is the most we will pay regardless of the number of:

  - a. "Insureds";
  - b. Claims made; or
  - c. Vehicles or premiums shown in the Schedule or in the Declarations.
2. No one will be entitled to receive payment in excess of actual loss of income incurred from this or any other policy or combination of policies providing motor vehicle income loss benefits applicable to the accident.

#### **OTHER INSURANCE**

If there is other valid and collectible Medical Expense And Income Loss Benefits Coverage applicable under one or more policies, the following priorities of recovery will apply:

<b>First Priority</b>	The Medical Expense and Income Loss Benefits Coverage of the owner of the "motor vehicle" the "insured" was "occupying" at the time of the accident.
<b>Second Priority</b>	The Medical Expense and Income Loss Benefits Coverage of the operator of the "motor vehicle" the "insured" was "occupying" at the time of the accident.
<b>Third Priority</b>	The Medical Expense and Income Loss Benefits Coverage of the "insured".

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

Part E is replaced by the following:

We have no duty to provide Medical Expense And Income Loss Benefits Coverage under this Policy if the failure to comply with the following duties is prejudicial to us:

- A. In the event of an accident, prompt written notice must be given to us or our authorized agent. Such notice shall include:
  1. Sufficient details to identify the "insured"; and
  2. Reasonably obtainable information regarding how, when and where the accident happened.

However, failure or refusal of an "insured" to supply us with proper notice shall not relieve us of our obligation to pay unless such failure or refusal prejudices us in establishing the validity of any claim under this coverage.

- B. A person seeking Medical Expense And Income Loss Benefits Coverage must also:
  1. Promptly give us written proof of claim, under oath if required. Such proof shall include:
    - a. Full particulars of the nature and extent of the "bodily injury" and treatment and rehabilitation received and contemplated; and
    - b. Any other information which may assist us in determining the amount due and payable.

2. Promptly send us copies of any notices or legal papers served or received in connection with the accident or loss.
3. Submit, as often as we reasonably require, to physical exams by physicians we select. We will pay for those exams.
4. Authorize us to obtain:
  - a. Medical reports; and
  - b. Other pertinent records.

Such records may be used by us in determining whether Income Loss Benefits are payable under this Policy.

#### **IV. Part F – General Provisions**

Part F is amended as follows:

##### **A. The Our Right To Recover Payment**

Provision is replaced by the following:

##### **OUR RIGHT TO RECOVER PAYMENT**

If we make a payment for Income Loss Benefits 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 the instruments and papers and do whatever else is necessary to secure such rights; and
2. Do nothing after loss to prejudice those rights.

##### **B. The Legal Action Against Us Provision is replaced by the following:**

##### **LEGAL ACTION AGAINST US**

No legal action may be brought against us under Medical Expense and Income Loss Benefits Coverage until there has been full compliance with all of the terms of this Policy.

##### **C. The Policy Period And Territory Provision is replaced by the following:**

##### **POLICY PERIOD AND TERRITORY**

Medical Expense And Income Loss Benefits Coverage applies only to accidents and losses which occur:

1. During the policy period, which:
  - a. Begins from the date and time shown in the Declarations; and
  - b. Ends as of 12:01 a.m. Eastern Standard Time on the last day of the policy period shown in the Declarations; and
2. Within the policy territory.

The policy territory is:

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

This Policy also applies to loss to, or accidents involving, "your covered auto" while being transported between their ports.