

## PERSONAL INJURY PROTECTION COVERAGE SECTION

### Coverage Q – Personal Injury Protection

#### Insuring Agreement

A. We will pay, in accordance with the Texas Insurance Code, personal injury protection benefits to an “insured” who sustains “bodily injury”. The “bodily injury” must:

1. Result from an accident with a “motor vehicle”; and
2. Arise out of the ownership, maintenance or use of a “motor vehicle” as a vehicle.

Our payment will only be for losses or expenses incurred within three years of the date of the accident.

Subject to the limits shown in the Declarations, personal injury protection benefits consist of the following:

#### 1. Medical And Funeral Expenses

Payment for all reasonable expenses for necessary:

- a. Medical, surgical, X-ray and dental services, including prosthetic devices;
- b. Ambulance, hospital, professional nursing and funeral services; and
- c. Services for remedial treatment and care rendered in accordance with a recognized religious healing method.

We have the right to review medical expenses incurred to determine if they are reasonable and necessary. We may use any or all of the following sources to decide if any medical expense is reasonable and necessary, and caused by an accident. These sources may include:

- a. Our review of medical records and test results, or review by persons or services chosen by us;
- b. Published or public sources of medical expense information;
- c. Computer programs for analysis of medical treatment and expenses; and
- d. Exams by physicians we select. We will pay for these exams.

#### 2. Loss Of Income

- a. 80% of an “insured’s” loss of income from employment, provided that, at the time of the accident, the “insured”:
  - (1) Was an income producer; and
  - (2) Was in an occupational status.
 These benefits do not apply to any loss after the “insured” dies.
- b. Loss of income is the difference between:

- (1) Income which would have been earned had the “insured” not been injured; and

- (2) The amount of income actually received from employment during the disability.

- c. If the income being earned as of the date of the accident is a salary or fixed remuneration, it shall be used in determining the amount of income which would have been earned. Otherwise, the average monthly income earned during the period, not to exceed 12 months, before the date of the accident, shall be used.

#### 3. Replacement Services

Reasonable expenses incurred for obtaining services that replace those an “insured” would normally have performed:

- a. Without pay;
- b. During a period of disability; and
- c. For the care and maintenance of the family or household.

These benefits apply only if, at the time of the accident, the “insured”:

- a. Was not an income producer; and
- b. Was not in an occupational status.

These benefits do not apply to any loss after the “insured” dies.

If a lapse occurs:

- a. In the period of total disability; or
- b. In the medical treatment;

of an “insured” who has received medical and funeral expenses benefits under B.1. or loss of income benefits under B.2. above, and that “insured” subsequently claims additional benefits based upon a recurrence of the “bodily injury” for which the original claim for benefits was made, that “insured” must provide us with reasonable proof of the recurrence of the “bodily injury”. However, in no event shall the maximum limit for the total of all personal injury protection benefits payable to any “insured” exceed the maximum limit for the total of all personal injury protection benefits shown in the Declarations.

## B. As used in this Coverage Section:

1. "Insured" means:
  - a. You or any "resident relative":
    - (1) While "occupying"; or
    - (2) When struck by; a "motor vehicle".
  - b. Any other person while "occupying" "your covered auto" with your permission.
2. "Motor vehicle" means a:
  - a. Self-propelled vehicle designed for use on a highway;
  - b. Trailer or semitrailer designed for use with a self-propelled vehicle; or
  - c. Vehicle propelled by electric power obtained from overhead wires, but not operated on rails.

However, "motor vehicle" does not include:

  - a. Traction engines;
  - b. Road rollers or graders;
  - c. Tractor cranes;
  - d. Power shovels;
  - e. Well drillers; or
  - f. Implements of husbandry.
3. "Your covered auto" means a "motor vehicle" owned by the named insured:
  - 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 Texas Motor Vehicle Safety Responsibility Act to maintain financial responsibility.

**Exclusions**

- A. We do not provide Personal Injury Protection Coverage for an "insured" whose conduct contributed to the "bodily injury" sustained by that "insured":
  1. In an accident caused intentionally by that "insured".
  2. While in the commission of a felony.
  3. While attempting to elude arrest by a law enforcement official.
- B. We do not provide Personal Injury Protection Coverage for "bodily injury" sustained by:
  1. You or any "resident relative" as a result of the use or operation of any "motor vehicle", other than "your covered auto", owned by the "named insured".

2. Any "resident relative" as a result of the use or operation of any "motor vehicle" which is owned by that "resident relative" and for which the financial responsibility required by the Texas Motor Vehicle Safety Responsibility Act is not in effect.
3. Any "insured" while "occupying" or when struck by "your covered auto" registered with a transportation network company that uses a digital network or software application service to connect its customers to transportation services provided by transportation network company drivers, and the driver is logged into the network or application as a driver, regardless of whether the driver has accepted a passenger or delivery assignment.

**Limit Of Liability**

- A. The Limit Of Liability shown in the Declarations for Personal Injury Protection Coverage is our maximum limit of liability for each "insured" injured in any one accident. This is the most we will pay regardless of the number of:
  1. "Insureds";
  2. Claims made;
  3. "Your covered autos" or premiums shown in the Declarations; or
  4. "Your covered autos" involved in the accident.
- B. With respect to an accident to which this endorsement applies, any amounts paid under the Liability Coverage Section of this policy to an "insured" who is a passenger in "your covered auto" shall reduce any amount that person may be entitled to recover under this endorsement.
- C. No one will be entitled to receive duplicate payments for the same elements of loss under this Coverage Section that have been paid under:
  1. Any other Coverage Section or part of this policy; or
  2. Any other personal auto policy.

**Other Insurance**

If there is other Personal Injury Protection Insurance, 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. However, any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible Personal Injury Protection Insurance.

### Loss Payments

Benefits are payable:

- A. No more frequently than every two weeks; and
- B. Within 30 days after satisfactory proof of claim is received.

### Assignment Of Payments

- A. An "insured" may assign, in writing, payments of medical expenses for services provided to the "insured" that are covered under this endorsement to a physician or other health care provider that furnished such services to the "insured".
- B. If we receive an "insured's" written assignment of such payments, we will pay the medical expenses covered under this endorsement directly to the physician or other health care provider that furnished the services to the "insured".
- C. If we pay benefits directly to the physician or other health care provider, we have no further duty or liability to pay those same benefits.

### General Provisions Section

The General Provisions Section of this policy is amended as follows for Personal Injury Protection Coverage:

#### Our Right To Recover Payment

Our rights under "Our Right To Recover Payment" in the General Provisions are modified, and the following is added for Personal Injury Protection Coverage:

Our Right To Recover Payment under the General Provisions only apply as against a person causing or contributing to the accident if, on the date of loss, the minimum limits required by Texas law have not been established for a motor vehicle involved in the accident and operated by that person.