

Personal Injury Protection Coverage – Texas

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE

Personal Injury Protection Benefits	Limit Of Liability
Medical And Funeral Expenses	No Specific Dollar Amount
Loss Of Income	No Specific Dollar Amount
Replacement Services	No Specific Dollar Amount
Maximum Limit For The Total Of All Personal Injury Protection Benefits	\$
With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.	

I. Definitions

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

A. The following definitions are replaced:

1. "Family member" means a person related to the "named insured" by blood, marriage or adoption who is a resident of the "named insured's" household. This includes a ward or foster child.

If the spouse of the "named insured" ceases to be a resident of the same household during the policy period, the spouse will be considered a "family member" under this endorsement during a period of separation in contemplation of divorce and only until the effective date of another policy listing the spouse as a "named insured".

2. "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.

B. The following definitions are added:

1. "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:

- (1) Traction engines;
- (2) Road rollers or graders;
- (3) Tractor cranes;
- (4) Power shovels;
- (5) Well drillers; or
- (6) Implements of husbandry.

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

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

1. The "named insured" or any "family member":
 - a. While "occupying"; or
 - b. When struck by;
a "motor vehicle".
2. Any other person while "occupying" "your covered auto" with your permission.

II. Personal Injury Protection Coverage

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 from an accident;
3. Are incurred not later than the third anniversary of the date of the accident; and
4. Are for:
 - (a) necessary medical, surgical, x-ray, or dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing, or funeral services;

- (b) in the case of an income producer, replacement of income lost as the result of the accident; or
- (c) In the case of a person injured in the accident who was not an income or wage producer at the time of the accident, reimbursement of necessary and reasonable expenses incurred for essential services ordinarily performed by the injured person for care and maintenance of the family or family household.

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

1. Medical And Funeral Expenses

Payment for all reasonable expenses incurred within three years from the date of the accident 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.

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 ex-

ceed 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:

- 1. In the period of total disability; or
- 2. 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 Schedule or in the Declarations.

Exclusions

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

- 1. In an accident caused intentionally by that "insured".
- 2. By that "insured" while in the commission of a felony.
- 3. By that "insured" 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. The "named insured" or any "family member" as a result of the use or operation of any "motor vehicle", other than "your

covered auto", owned by the "named insured".

2. Any "family member" as a result of the use or operation of any "motor vehicle" which is owned by that "family member" and for which the financial responsibility required by the Texas Motor Vehicle Safety Responsibility Act is not in effect.

Limit Of Liability

The Limit Of Liability shown in the Schedule or 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.

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.

III. Part E – Duties After An Accident Or Loss

Duty **B.5.** is replaced by the following:

Submit a proof of loss when required by us no later than six months after the date of the accident.

IV. Part F – General Provisions

Part **F** is amended as follows:

- A.** The following is added to the **Our Right To Recover Payment** provision:

However, our rights under Paragraphs **A.** and **B.** only apply 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.

- B.** The following provisions are added:

Loss Payments

Benefits are payable:

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

Assignment Of Payments

1. 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".
2. 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".

