

**TEXAS  
PERSONAL INJURY PROTECTION ENDORSEMENT**

I. Under **GENERAL DEFINITIONS**:

A. **"MOTOR VEHICLE"** is deleted and replaced by:

**"MOTOR VEHICLE"** means a:

- a. self-propelled land motor vehicle designed for use mainly on public roads;
- b. a trailer or semi-trailer 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.

B. **"RELATIVE"** is deleted and replaced by:

**"RELATIVE"** means a person related to **you** by blood, marriage or adoption (including a ward or foster child) and who resides in **your** household.

If the spouse of the person named in the Declarations ceases to be a resident of the same household during the policy period, the spouse will be considered a **relative** under this coverage during a period of separation in contemplation of divorce and only until the effective date of another policy listing the spouse as an **insured**.

C. The following definitions are added:

1. **"INSURED"** means:

- a. **you** and any **relative** while **occupying** or when struck by a **motor vehicle**; and
- b. any other person while **occupying your covered auto** with **your** permission.

2. **"COVERED AUTOMOBILE"** means a **motor vehicle** owned by **you** or hired under a written contract for one year or more:

- a. to which the bodily injury liability coverage of this policy applies and for which a specific premium is charged; and
- b. for which **you** are required by the Texas Motor Vehicle Safety Responsibility Act to

maintain financial responsibility.

## II. PERSONAL INJURY PROTECTION COVERAGE

### 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, including loading or unloading, of a **motor vehicle** as a vehicle.

B. 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 incurred within 3 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 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:

- 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 Declarations.

## EXCLUSIONS

A. **We** do not provide Personal Injury Protection Coverage for **bodily injury**:

- 1. for any **insured** injured:
  - a. in an accident caused intentionally by that **insured**.
  - b. while in the commission of a felony.
  - c. while attempting to elude arrest by a law enforcement official.
- 2. sustained by:
  - a. **you** or any **relative** as a result of the use or operation of any **motor vehicle**, other than a **covered automobile**, owned by **you**.
  - b. any **relative** as a result of the use or operation of any **motor vehicle** which is owned by that **relative** 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 Declarations for the 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. vehicles insured or premiums shown in the Declarations; or
4. **covered automobiles** involved in the accident.

#### **ASSIGNMENT OF BENEFITS**

Payment for medical expenses will be paid directly to a physician or other health care provider if **we** receive a written assignment signed by the **insured** to whom the benefits are payable. This provision supersedes any assignment of benefits provision contained within the policy.

#### **OTHER INSURANCE**

If there is other Personal Injury Protection Insurance, **we** will pay only **our** fair share. **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 shall be excess over any other collectible Personal Injury Protection Insurance.

#### **III. Under GENERAL POLICY CONDITIONS:**

- A. item 5. **IF AN ACCIDENT OR LOSS OCCURS**, the following is added:

**You** or someone on **your** behalf must submit a proof of loss when required by **us** no later than six months after the date of the accident.

- B. item 9. **OUR RECOVERY RIGHT** does not apply to this coverage.

- C. The following is added:

#### **LOSS PAYMENTS**

Benefits are payable no more frequently than every two weeks and within 30 days after satisfactory proof of claim is received.

All other provisions of the policy apply except as modified by this endorsement.