

## PERSONAL INJURY PROTECTION COVERAGE – TEXAS

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

#### PART B1 – PERSONAL INJURY PROTECTION COVERAGE

##### INSURING AGREEMENT – PERSONAL INJURY PROTECTION

A. If a premium amount is shown in the Declarations for this coverage, and you pay the premium, we will pay Personal Injury Protection benefits because of "bodily injury":

1. Resulting from a motor vehicle accident; and
2. Sustained by a "covered person".

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

B. Personal Injury Protection benefits consist of:

1. Reasonable expenses incurred for necessary medical and funeral services.
2. I. Eighty percent of a "covered person's" loss of income from employment. These benefits apply only if, at the time of the accident, the "covered person":
  - a. Was an income producer; and
  - b. Was in an occupational status.

These benefits do not apply to any loss after the "covered person" dies.

II. Loss of income is the difference between:

- a. Income which would have been earned had the "covered person" not been injured; and
- b. The amount of income actually received from employment during the disability.

III. If the income being earned as of the date of 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 more than 12 months) preceding the accident shall be used.

3. I. Reasonable expenses incurred for obtaining services. These services must replace those a "covered person" 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.

II. These benefits apply only if, at the time of the accident, the "covered person":

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

The benefits do not apply to any loss after the "covered person" dies.

C. "Covered person" as used in this Part means:

1. You, any "relative" or a "rated household member":
  - a. While "occupying"; or
  - b. When struck by;  
a motor vehicle designed for use mainly on public roads or a "trailer" of any type.
2. Any other person while "occupying" "your covered auto" with your permission.

##### EXCLUSIONS – PERSONAL INJURY PROTECTION

We do not provide Personal Injury Protection Coverage for any person for "bodily injury" sustained:

1. In an accident caused intentionally by that person.
2. By that person while in the commission of a felony.
3. By that person while attempting to elude arrest by a law enforcement official.
4. While "occupying", or when struck by, any motor vehicle other than "your covered auto" which is owned by you.
5. By a "relative" while "occupying", or when struck by any motor vehicle other than "your covered auto" which is owned by a "relative".

##### LIMIT OF LIABILITY – PERSONAL INJURY PROTECTION

The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:

1. "Covered persons";

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2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the accident.

### **OTHER INSURANCE – PERSONAL INJURY PROTECTION**

If there is other Personal Injury Protection Insurance, we will pay only our 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.

### **OTHER PROVISIONS – PERSONAL INJURY PROTECTION**

#### **A. Loss Payments.** Benefits are payable:

1. Not more frequently than every two weeks; and
2. Within 30 days after satisfactory proof of claim is received.

**B. Modification.** The General Provision part of this policy entitled "Our Right To Recover Payment" does not apply to this coverage.

### **ASSIGNMENT OF BENEFITS – PERSONAL INJURY PROTECTION**

Payments for medical expenses will be paid directly to a physician or other health care provider if we receive a written assignment signed by the "covered person" to whom such benefits are payable.