

PERSONAL INJURY PROTECTION ENDORSEMENT — TEXAS

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
NON-RESIDENT TEXAS AUTO POLICY**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

| | |
|-----------------------|---------------|
| Endorsement Effective | Policy Number |
| Named Insured | |

SCHEDULE

| Limits of Insurance (each Insured) | Premium |
|---------------------------------------|---------|
| | |
| | |
| | |

Description of Covered Autos
(Check appropriate block)

Any **auto** owned by you.

Any private passenger **auto** owned by you.

Any motor vehicle to which are attached dealer's license plates issued to you.

Any motor vehicle designated in the Declarations of the policy by the letters P.I.P. and a motor vehicle ownership of which is acquired during the policy period by you as a replacement therefor.

A. COVERAGE

We will pay Personal Injury Protection benefits because of **bodily injury**:

1. resulting from a motor vehicle **accident**; and
2. sustained by a person **insured**.

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

Personal Injury Protection benefits consist of:

1. Necessary expenses for medical and funeral services.
2. Eighty percent of an **insured's** loss of income from employment. These benefits apply only if, at the time of the **accident**, the **insured**
 - a. was an income producer; and
 - b. was in an occupational status.

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

Loss of income is the difference between:

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

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. Reasonable expenses incurred for obtaining services. These services must 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.

B. EXCLUSIONS

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 a **covered auto**) which is owned by you.
5. By a **family member** while **occupying** or when struck by any motor vehicle (other than a **covered auto**) which is owned by a **family member**.

C. WHO IS AN INSURED

1. You or any **family member** while **occupying** or when struck by any **auto**.
2. Anyone else **occupying** a **covered auto** with your permission.

D. LIMIT OF INSURANCE

Regardless of the number of owned **covered autos**, **insureds**, premiums paid, claims made or vehicles involved in the **accident**, the most we will pay for **bodily injury** for each **insured** in any one **accident** is the limit of Personal Injury Protection shown in this Schedule or in the Declarations.

E. CONDITIONS

The **CONDITIONS** of the policy are changed for Personal Injury Protection as follows:

1. **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** does not apply.
2. The reference in **OTHER INSURANCE** to "other collectible insurance" is replaced by the following:

If there is other Personal Injury Protection Insurance, we will pay only our share. Our share is the proportion that our Limit of Insurance 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.

F. PAYMENT PROVISION

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.

G. ASSIGNMENT OF BENEFITS

Payments for medical benefits 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.

H. ADDITIONAL DEFINITIONS

The following are added to the **DEFINITIONS** Section and have special meaning for Personal Injury Protection.

1. "**Family member**" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "**Occupying**" means in, upon, getting in, on, out or off.
3. "**Covered auto**" means an **auto**:
 - a. owned or leased by you or
 - b. while temporarily used as a substitute for an owned **covered auto** that has been withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction.

Liability coverage of this policy must apply to the **covered auto**.

Covered auto includes **autos** (described in a. and b. above) for which Personal Injury Protection coverage has not been rejected in writing.