

FORMS – APPROVED

JANUARY 13, 2022

COMMERCIAL AUTOMOBILE

LI-CA-2022-009

MICHIGAN REVISED PERSONAL INJURY PROTECTION COVERAGE ENDORSEMENT FILED AND APPROVED

KEY MESSAGE

This circular announces the submission and approval of ISO Filing CA-2021-OPIP2, which was filed in response to Michigan Department of Insurance and Financial Services (DIFS) Bulletins 2021-30-INS and 2021-31-INS.

BACKGROUND

Michigan DIFS Bulletin 2021-30-INS, dated August 9, 2021, states, in part, that pursuant to an annual cost of living adjustment, the maximum amount payable for Work Loss and Survivor's Loss Benefits under Personal Protection Insurance for each benefit shall not exceed \$6,065 per single 30-day period, effective October 1, 2021 through September 30, 2022.

Michigan DIFS Bulletin 2021-31-INS, dated August 10, 2021, provides, in part, that MICH. COMP. LAWS ANN. § 500.3157(10):

"states that, for attendant care provided in an injured person's home, an insurer is only required to pay for up to 56 hours per week of attendant care if the care is provided by: a) an individual who is related to the injured person; b) an individual who is domiciled in the household of the injured person; or c) an individual with whom the injured person had a business or social relationship before the injury. (This is sometimes referred to as 'family-provided' attendant care.). For hours of attendant care in excess of 56 hours per week, the injured person may be able to enter into a contract with their insurer for more than 56 hours of 'family-provided' attendant care or the care may be provided by persons other than those described above."

ISO ACTION

In response to:

- Bulletin 2021-30-INS, we have revised Work Loss and Survivor's Loss Benefits contained in the Schedule of CA 22 20 to up to \$6,065 for any 30-day period.
- Bulletin 2021-31-INS, we have revised CA 22 20, in part, to include an option in the Schedule for attendant care coverage provided in excess of the 56 hours per week under Medical Expenses as described under Paragraph D. Limit Of Insurance.

We had filed these revisions with the Michigan DIFS under ISO Filing Designation CA-2021-OPIP2.

Refer to the attached explanatory material for complete details about this filing.

INSURANCE DEPARTMENT ACTION

The Michigan DIFS has approved this revision as filed.

EFFECTIVE DATE

The ISO revision is subject to the following rule of application:

These changes are applicable to all policies written on or after July 1, 2022.

COMPANY ACTION

If you have authorized us to file on your behalf and decide:

- To use our revision and effective date, you are not required to file anything with the Insurance Department.
- To use our revision with a different effective date, to use our revision with modification, or to not use our revision, you must make an appropriate submission with the Insurance Department.

For guidance on submission requirements, consult the ISO State Filing Handbook.

In all correspondence with the Insurance Department on this revision, you should refer to ISO Filing Designation Number CA-2021-OPIP2, not this circular number. Communications with the regulator concerning a filing affecting multiple lines of business (i.e., CL, PL, AL filing designation) should specify the line(s) of business that you are addressing.

RATING SOFTWARE IMPACT

New attribute being introduced with this revision:

- A new edition date of an existing form number is being introduced.
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POLICYHOLDER NOTIFICATION

If you decide to implement this revision, you should check all applicable laws for the state(s) to which this revision applies, to determine whether or not a specific policyholder notice requirement may apply. Please note that circular LI-CL-2021-004 contains the ISO Guide To Renewals With Changed Conditions For Commercial Lines, which is available only as a guide to assist participating companies in complying with various conditional renewal statutes or regulations, for the major commercial lines of insurance serviced by ISO. The information in the Guide does not necessarily reflect all requirements or exceptions that may apply, and it is not intended as a substitute for your review of all applicable statutes and regulations concerning policyholder notification.

REVISION DISTRIBUTION

We will issue a Notice to Portfolioholders with an edition date of 7-22 (or the earliest possible subsequent date), along with any new and/or revised forms.

REFERENCE(S)

LI-CL-2021-004 (02/17/2021) Revised Lead Time Requirements Listing

ATTACHMENT(S)

- Filing CA-2021-OPIP2
- Final copy of CA 22 20 07 22

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Michigan Personal Injury Protection Endorsement Revised

About This Filing

This filing is being submitted in response to the following Michigan Department of Insurance and Financial Services (DIFS) Bulletins:

- ◆ 2021-30-INS pertaining to the Annual Adjustment of Maximum Work Loss Benefit & Survivor's Loss Benefit; and
- ◆ 2021-31-INS pertaining to Family-Provided Attendant Care.

Revised Form

We are revising CA 22 20 07 21, Michigan Personal Injury Protection.

We have used a format of ~~striking-through~~ deletions, underlining additions and inserting a revision bar in the left margin to indicate changes from the above-referenced edition to the 07 22 edition. Concurrent with implementation, the 07 22 edition will supersede the prior edition.

Background

Michigan DIFS Bulletin 2021-30-INS, dated August 9, 2021, states, in part, that pursuant to an annual cost of living adjustment, the maximum amount payable for Work Loss and Survivor's Loss Benefits under Personal Protection Insurance for each benefit shall not exceed \$6,065 per single 30day period, effective October 1, 2021 through September 30, 2022.

Michigan DIFS Bulletin 2021-31-INS dated August 10, 2021 provides, in part, that MICH. COMP. LAWS ANN. § 500.3157(10):

"states that, for attendant care provided in an injured person's home, an insurer is only required to pay for up to 56 hours per week of attendant care if the care is provided by: a) an individual who is related to the injured person; b) an individual who is domiciled in the household of the injured person; or c) an individual with whom the injured person had a business or social relationship before the injury. (This is sometimes referred to as "family-provided" attendant care.). For hours of attendant care in excess of 56 hours per week, the injured person may be able to enter into a contract with their insurer for more than 56 hours of "family-provided" attendant care or the care may be provided by persons other than those described above."

Explanation of Changes

In response to:

- ◆ Bulletin 2021-30-INS, we have revised Work Loss and Survivor's Loss benefits contained in the schedule of CA 22 20 to up to \$6,065 for any 30-day period.
- ◆ Bulletin 2021-31-INS, we have revised CA 22 20 to include an option in the schedule for attendant care coverage provided in excess of the 56 hours per week under Medical Expenses as described under Paragraph D. Limit of Insurance.

Also, we have revised the Attendant Care provision under Paragraph D. Limit of Insurance of CA 22 20 to remove the term "only" and to state that an insurer may opt to provide attendant care coverage in excess of the 56 hours per week under Medical Expenses if indicated in the schedule or in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN PERSONAL INJURY PROTECTION

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Michigan, this endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Coverage	Limit Of Insurance
Medical Expenses	\$ Per Person
Funeral Expenses	Up To \$1,750 Per Person
Work Loss	Up To \$5,7556,065* For Any 30-day Period
Replacement Services	\$20 Per Day Maximum
Survivor's Loss Benefits Consisting Of Income Loss Benefits And Replacement Services	Up To \$5,7556,065* For Any 30-day Period Subject To A \$20 Per Day Maximum For Replacement Services

* Or whatever maximum amount is established by the Michigan Insurance Commissioner for accidents occurring on or after the date of the change in maximum.

The following option applies as indicated in the Declarations or by an X in the box below:

Excess Attendant Care

Excess Attendant Care Coverage Limit: \$ Per Person/Per Accident

If you are an individual, the following options apply as indicated in the Declarations or by an X in the box below:

Rejection Of Medical Expenses

Medical Expenses Coverage Does Not Apply To You Or Any "Family Member"

Qualified Health Coverage Applicable To The \$250,000 Limit For Medical Expenses

Qualified Health Coverage Applies To Individuals

If listed below or in the Declarations, coverage for medical expenses is excluded for the following persons:

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Attendant Care Provision Described In Paragraph D. Limit Of Insurance

Attendant Care Coverage Is Provided In Excess Of The 56 Hours Per Week Under Medical Expenses Coverage.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

We will pay Personal Injury Protection benefits to or for an "insured" who sustains "bodily injury" caused by an "accident" and resulting from the ownership, maintenance or use of an "auto" as an "auto". These benefits are subject to the provisions of Chapter 31 of the Michigan Insurance Code. Personal Injury Protection benefits consist of the following benefits:

1. Medical Expenses

Reasonable and necessary medical expenses for an "insured's" care, recovery or rehabilitation. Charges for a hospital room are limited to those customary for a semiprivate room, unless special or intensive care is required.

This includes attendant care.

2. Funeral Expenses

Reasonable funeral and burial expenses.

3. Work Loss

Up to 85% of an "insured's" actual loss of income from work. We will pay a higher percentage if the "insured" gives us reasonable proof that net income is more than 85% of gross income. The most we will pay in any 30-day period for this benefit is the amount shown in the Schedule or Declarations unless another amount is established by law. Any income an "insured" earns during the 30-day period is included in determining the income benefit we will pay. This benefit is payable for loss sustained during the three years after the accident. It does not apply after an "insured" dies. We will prorate this benefit for any period less than 30 days.

4. Replacement Services

Reasonable expenses for obtaining services to replace those an "insured" would normally have performed without pay for himself or herself or dependents. This benefit is payable for loss sustained during the three years after the accident. It does not apply after an "insured" dies.

5. Survivor's loss benefits consisting of:

a. Income Loss

The contributions a deceased "insured's" spouse and dependents would have received, as dependents, if the "insured" had not died as a result of the "accident".

b. Replacement Services

Reasonable expenses for obtaining services to replace those a deceased "insured" would have performed without pay for his or her spouse and dependents.

The most we will pay in any 30-day period for the total of survivor's loss benefits is the amount shown in the Schedule unless another amount is established by law. Any income an "insured" earns during the 30-day period is included in determining the income benefits we will pay. These benefits are payable during the three years after the "accident" but do not apply to any loss or expense incurred after an "insured" dies. We will prorate these benefits for any period of less than 30 days.

Survivor's loss benefits are payable during the three years after the "accident". A deceased "insured's" spouse must have either resided with or been dependent on the "insured" at the time of death. The benefits cease for a spouse at remarriage or death. Any other dependent qualifies for benefits if, at the time of the "insured's" death, the person is under age 18, physically or mentally unable to earn a living or a full-time student.

B. Who Is An Insured

1. You or any "family member".
2. Anyone else who sustains "bodily injury" who is a resident of Michigan and is entitled to Michigan no-fault benefits as a Named Insured, Named Insured's spouse or "family member" under another policy:
 - a. While "occupying" a covered "auto"; or
 - b. While "occupying" any other "auto" operated by you or a "family member" if that "auto" is a covered "auto" under the Policy's Covered Autos Liability Coverage.

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3. Anyone else who sustains "bodily injury" while "occupying" a motorcycle if the "accident" involves an "auto".

C. Exclusions

1. We will not pay Personal Injury Protection benefits for "bodily injury":

- a. To anyone causing intentional "bodily injury" to himself, herself or anyone else.
- b. To anyone willingly operating or willingly using an "auto" he or she has taken unlawfully, and that person knew or should have known that the "auto" was taken unlawfully.
- c. To anyone not "occupying" an "auto", if the "accident" takes place outside Michigan. This exclusion does not apply to you or any "family member".
- d. To you while "occupying" or struck by any "auto" owned or registered by you which is not a covered "auto".
- e. To the owner or registrant of an "auto" for which the coverage required by the Michigan no-fault law is not in effect.
- f. To a Named Insured's spouse or any "family member" entitled to Michigan no-fault benefits as a Named Insured under another policy providing similar coverage except while "occupying" a motorcycle.
- g. To anyone while "occupying" or struck by an "auto" (other than a covered "auto") operated by you or a "family member" if the owner or registrant has the required Michigan no-fault coverage. This exclusion does not apply to you or any "family member".
- h. To anyone while "occupying" an "auto" located for use as a residence or premises.
- i. To anyone while "occupying" a public "auto" (other than a covered "auto") for which the required Michigan no-fault coverage is in effect. This exclusion does not apply to "bodily injury" to you or a "family member" while a passenger in a:

- (1) School bus;
- (2) Certified common carrier;

- (3) Bus operated under a government sponsored transportation program;
 - (4) Bus operated by or servicing a nonprofit organization;
 - (5) Bus operated by a watercraft, bicycle or horse livery used only to transport passengers to or from a destination point;
 - (6) Taxicab;
 - (7) Transportation network company vehicle; or
 - (8) Motor vehicle insured under a policy for which the individual Named Insured has elected not to maintain personal injury protection coverage or to which an exclusion related to qualified health coverage applies under such policy.
- j. To you or any "family member" while "occupying" an "auto" which is owned or registered by your or any "family member's" employer and for which the required Michigan no-fault coverage is in effect.
 - k. To anyone while "occupying" an "auto" for which the owner or registrant is not required to provide Michigan no-fault benefits and which is operated by you or a "family member" outside Michigan. This exclusion does not apply to you or a "family member", nor does it apply under medical or funeral expense benefits.
 - l. To any person resulting from the ownership, operation, maintenance or use of a parked "auto". This exclusion does not apply if:
 - (1) The "auto" was parked in such a way as to cause unreasonable risk of the "bodily injury"; or
 - (2) The "bodily injury" results from physical contact with:
 - (a) Equipment permanently mounted on the "auto" while the equipment is being used; or
 - (b) Property being lifted onto or lowered from the "auto"; or
 - (3) The "bodily injury" is sustained while "occupying" the "auto".

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However, Exceptions (2) and (3) to this exclusion do not apply to any "employee" who has Michigan workers' disability compensation benefits available and who sustains "bodily injury" in the course of employment while loading, unloading or doing mechanical work on an "auto", unless the injury arises from the use or operation of another vehicle.

- m. To you or any "family member" while "occupying" a motorcycle if the owner, registrant or operator of the "auto" involved in the "accident" has the required Michigan no-fault coverage.
 - n. Arising directly or indirectly out of:
 - (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
 - o. Sustained by anyone who is not a resident of Michigan unless, at the time of the "accident", such person is the owner of a motor vehicle which is registered in Michigan and to which the security required under the Michigan Insurance Code is in effect.
2. We do not provide Personal Injury Protection Coverage for medical expenses for an individual Named Insured if:
- a. Rejection Of Medical Expenses is indicated in the Schedule or in the Declarations; and
 - b. That individual Named Insured has signed a form rejecting coverage for medical expenses.
3. We do not provide Personal Injury Protection Coverage for medical expenses for an individual Named Insured if:
- a. Such Named Insured is covered under "qualified health coverage" as defined in Paragraph **F.4.a.** of the Definitions section;

b. "Qualified health coverage" is indicated in the Schedule or in the Declarations; and

c. The Schedule or the Declarations indicates that coverage for medical expenses is excluded for such individual Named Insured.

4. We do not provide Personal Injury Protection Coverage for medical expenses for an individual Named Insured's spouse or any "family member" if:

a. Such person is covered under "qualified health coverage" as defined in Paragraph **F.4.a.** or **F.4.b.** of the Definitions section;

b. "Qualified health coverage" is indicated in the Schedule or in the Declarations; and

c. The Schedule or the Declarations indicates that coverage for medical expenses is excluded for such person.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made, vehicles involved in the "accident" or insurers providing no-fault benefits, the most we will pay for "bodily injury" for each "insured" injured in any one "accident" are the amounts shown in the Schedule.

2. Any amount payable under this insurance shall be reduced by any benefits paid, payable or required to be provided by state or federal law except any benefits paid, payable or required to be provided by Medicare, provided:

a. The benefits serve the same purpose as personal injury protection benefits; and

b. The benefits are provided or required to be provided as the result of the same "accident" for which this insurance is payable. However, this insurance shall not be reduced if any amount of workers' compensation benefits that are required to be provided are not available to the "insured".

3. Any amount payable under this insurance shall be reduced by any deductible you elect. However, the deductible applies only to you and any "family member".

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The following provisions are added:

Attendant Care

If attendant care is rendered in an "insured's" home and is provided directly, or indirectly through another person, by any of the following:

- a. A person who is related to the "insured";
- b. A person who resides in the "insured's" household; or
- c. A person with whom the "insured" had a business or social relationship before the injury;

we will ~~only~~ pay up to 56 hours per week under Medical Expenses coverage. We may opt to pay in excess of the 56 hours per week under Medical Expenses Coverage if indicated in the Schedule or in the Declarations.

Excess Attendant Care

If Excess Attendant Care is indicated in the Schedule or in the Declarations, we will pay up to the limit shown in the Schedule or in the Declarations. The Excess Attendant Care Coverage limit shown in the Schedule or in the Declarations is in addition to the Limit Of Insurance shown in the Schedule or in the Declarations for medical expenses.

E. Changes In Conditions

1. Transfer Of Rights Of Recovery Against Others To Us is replaced by the following:

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, and that other person is an uninsured motorist, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

2. Duties In The Event Of Accident, Claim, Suit Or Loss in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are amended by the addition of the following:

If requested by us, the "insured" shall furnish a sworn statement of earnings since the "accident" and for a reasonable time prior to the "accident".

3. Legal Action Against Us is amended by the addition of the following:

No claimant may bring a legal action for Personal Injury Protection benefits against us more than a year after the "accident". There are two exceptions. The action may be brought if we have been given notice within a year after the "accident" or have made a payment of benefits. In these cases, a claimant may bring the action within a year after the most recent allowable expense, work loss or survivor's loss has been incurred. The commencement of an action and the recovery of benefits is tolled from the date of a specific claim for payment of personal injury protection benefits until the date we formally deny the claim. Such tolling does not apply if the person claiming the benefits fails to pursue the claim with reasonable diligence.

However, the claimant may not recover benefits for any part of a loss incurred more than a year before the action was brought.

4. Other Insurance in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are amended by adding the following:

- a. If Medical Expenses are payable under two or more policies, benefits are only payable up to an aggregate coverage limit that equals the highest available coverage limit under any one of the policies.
- b. If an "insured" is a Named Insured under this Policy and that "insured" is insured as a spouse or as a "family member" under another policy providing similar coverage, Medical Expenses benefits for such named insured are only payable up to the Limit Of Insurance shown in the Schedule or in the Declarations for each person under this Policy.

5. The following conditions are added:

Reimbursement And Trust

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid. This requirement is subject to any applicable limitations of Michigan law.

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Coordination And Nonduplication

- a. If an "insured" is entitled to Personal Injury Protection benefits under more than one policy, the maximum recovery under all policies shall not exceed the amount payable under the Policy providing the highest dollar limit.
- b. No person may recover duplicate benefits for the same expenses or loss.
- c. An "insured" who sustains "bodily injury" resulting from an "accident" which shows evidence of the involvement of an "auto" while an operator or passenger of a motorcycle shall claim insurance benefits in the following order of priority:
 - (1) The insurer of the owner or registrant of the "auto" involved in the "accident".
 - (2) The insurer of the operator of the "auto" involved in the "accident".
 - (3) The "auto" insurer of the operator of the motorcycle involved in the "accident".
 - (4) The "auto" insurer of the owner or registrant of the motorcycle involved in the accident.

If personal injury protection benefits are payable under two or more policies in the same order of priority, the benefits are only payable up to an aggregate coverage limit that equals the highest available coverage limit under any one of the policies.

Premium Recomputation

Chapter 31 of the Michigan Insurance Code places certain limitations on a person's right to sue for damages. The premium for the Policy reflects these limitations. If a court from which there is no appeal declares any of these limitations unenforceable, we will have the right to recompute the premium. The rates we use to recompute the premium will be subject to review by the Commissioner of Insurance. If you choose to delete any coverage as the result of the court's decision, we will compute any refund of premium on a pro rata basis.

Qualified Health Coverage Ineligibility

The individual Named Insured shall notify us when "qualified health coverage" has been terminated for you or any "family member" if the Schedule or the Declarations indicates that coverage for medical expenses is excluded for you or any "family member". In such case, the individual Named Insured shall obtain coverage for personal injury protection benefits within 30 days after the effective date of the termination of "qualified health coverage".

If it is determined that:

- a. The individual Named Insured who is listed as excluded from coverage for medical expenses in the Schedule or in the Declarations did not have "qualified health coverage" as defined in Paragraph **F.4.a.** of the Definitions section; or
- b. The individual Named Insured's spouse or any "family member" who is listed as excluded from coverage for medical expenses in the Schedule or in the Declarations did not have "qualified health coverage" as defined in Paragraph **F.4.a.** or **F.4.b.** of the Definitions section;

in effect at the time an "accident" occurred which resulted in "bodily injury" to that individual Named Insured, individual Named Insured's spouse or "family member" after the 30-day period in which the "qualified health coverage" has elapsed and the individual Named Insured did not obtain personal injury protection coverage within such period, such injured person is not entitled to medical expenses benefits under this Policy.

F. Additional Definitions

As used in this endorsement:

- 1. "Auto" means a motor vehicle or trailer operated or designed for use on public roads but does not include a vehicle operated by muscular power, a vehicle with fewer than three wheels, a motorcycle, or a farm tractor or other implement of husbandry which is not subject to the registration requirements of the Michigan Vehicle Code. This definition replaces the definition in the Policy.

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- 2. "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.
- 3. "Occupying" means in, upon, getting in, on, out or off.
- 4. "Qualified health coverage" means either of the following:
 - a. Other health or accident coverage in which:
 - (1) Such coverage does not exclude or limit coverage for "bodily injury" sustained in an "auto accident"; and

- (2) The annual deductible for such coverage is \$6,000 or less per individual, or the amount as annually adjusted by the Director of the Department of Insurance and Financial Services; or
- b. Coverage provided under Parts A and B of Medicare.

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Attendant Care Provision Described In Paragraph D. Limit Of Insurance

Attendant Care Coverage Is Provided In Excess Of The 56 Hours Per Week Under Medical Expenses Coverage

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

We will pay Personal Injury Protection benefits to or for an "insured" who sustains "bodily injury" caused by an "accident" and resulting from the ownership, maintenance or use of an "auto" as an "auto". These benefits are subject to the provisions of Chapter 31 of the Michigan Insurance Code. Personal Injury Protection benefits consist of the following benefits:

1. Medical Expenses

Reasonable and necessary medical expenses for an "insured's" care, recovery or rehabilitation. Charges for a hospital room are limited to those customary for a semiprivate room, unless special or intensive care is required.

This includes attendant care.

2. Funeral Expenses

Reasonable funeral and burial expenses.

3. Work Loss

Up to 85% of an "insured's" actual loss of income from work. We will pay a higher percentage if the "insured" gives us reasonable proof that net income is more than 85% of gross income. The most we will pay in any 30-day period for this benefit is the amount shown in the Schedule or Declarations unless another amount is established by law. Any income an "insured" earns during the 30-day period is included in determining the income benefit we will pay. This benefit is payable for loss sustained during the three years after the accident. It does not apply after an "insured" dies. We will prorate this benefit for any period less than 30 days.

4. Replacement Services

Reasonable expenses for obtaining services to replace those an "insured" would normally have performed without pay for himself or herself or dependents. This benefit is payable for loss sustained during the three years after the accident. It does not apply after an "insured" dies.

5. Survivor's loss benefits consisting of:

a. Income Loss

The contributions a deceased "insured's" spouse and dependents would have received, as dependents, if the "insured" had not died as a result of the "accident".

b. Replacement Services

Reasonable expenses for obtaining services to replace those a deceased "insured" would have performed without pay for his or her spouse and dependents.

The most we will pay in any 30-day period for the total of survivor's loss benefits is the amount shown in the Schedule unless another amount is established by law. Any income an "insured" earns during the 30-day period is included in determining the income benefits we will pay. These benefits are payable during the three years after the "accident" but do not apply to any loss or expense incurred after an "insured" dies. We will prorate these benefits for any period of less than 30 days.

Survivor's loss benefits are payable during the three years after the "accident". A deceased "insured's" spouse must have either resided with or been dependent on the "insured" at the time of death. The benefits cease for a spouse at remarriage or death. Any other dependent qualifies for benefits if, at the time of the "insured's" death, the person is under age 18, physically or mentally unable to earn a living or a full-time student.

B. Who Is An Insured

1. You or any "family member".
2. Anyone else who sustains "bodily injury" who is a resident of Michigan and is entitled to Michigan no-fault benefits as a Named Insured, Named Insured's spouse or "family member" under another policy:
 - a. While "occupying" a covered "auto"; or

b. While "occupying" any other "auto" operated by you or a "family member" if that "auto" is a covered "auto" under the Policy's Covered Autos Liability Coverage.

3. Anyone else who sustains "bodily injury" while "occupying" a motorcycle if the "accident" involves an "auto".

C. Exclusions

1. We will not pay Personal Injury Protection benefits for "bodily injury":

a. To anyone causing intentional "bodily injury" to himself, herself or anyone else.

b. To anyone willingly operating or willingly using an "auto" he or she has taken unlawfully, and that person knew or should have known that the "auto" was taken unlawfully.

c. To anyone not "occupying" an "auto", if the "accident" takes place outside Michigan. This exclusion does not apply to you or any "family member".

d. To you while "occupying" or struck by any "auto" owned or registered by you which is not a covered "auto".

e. To the owner or registrant of an "auto" for which the coverage required by the Michigan no-fault law is not in effect.

f. To a Named Insured's spouse or any "family member" entitled to Michigan no-fault benefits as a Named Insured under another policy providing similar coverage except while "occupying" a motorcycle.

g. To anyone while "occupying" or struck by an "auto" (other than a covered "auto") operated by you or a "family member" if the owner or registrant has the required Michigan no-fault coverage. This exclusion does not apply to you or any "family member".

h. To anyone while "occupying" an "auto" located for use as a residence or premises.

i. To anyone while "occupying" a public "auto" (other than a covered "auto") for which the required Michigan no-fault coverage is in effect. This exclusion does not apply to "bodily injury" to you or a "family member" while a passenger in a:

(1) School bus;

(2) Certified common carrier;

(3) Bus operated under a government sponsored transportation program;

(4) Bus operated by or servicing a nonprofit organization;

(5) Bus operated by a watercraft, bicycle or horse livery used only to transport passengers to or from a destination point;

(6) Taxicab;

(7) Transportation network company vehicle; or

(8) Motor vehicle insured under a policy for which the individual Named Insured has elected not to maintain personal injury protection coverage or to which an exclusion related to qualified health coverage applies under such policy.

j. To you or any "family member" while "occupying" an "auto" which is owned or registered by you or any "family member's" employer and for which the required Michigan no-fault coverage is in effect.

k. To anyone while "occupying" an "auto" for which the owner or registrant is not required to provide Michigan no-fault benefits and which is operated by you or a "family member" outside Michigan. This exclusion does not apply to you or a "family member", nor does it apply under medical or funeral expense benefits.

l. To any person resulting from the ownership, operation, maintenance or use of a parked "auto". This exclusion does not apply if:

(1) The "auto" was parked in such a way as to cause unreasonable risk of the "bodily injury"; or

(2) The "bodily injury" results from physical contact with:

(a) Equipment permanently mounted on the "auto" while the equipment is being used; or

(b) Property being lifted onto or lowered from the "auto"; or

(3) The "bodily injury" is sustained while "occupying" the "auto".

However, Exceptions (2) and (3) to this exclusion do not apply to any "employee" who has Michigan workers' disability compensation benefits available and who sustains "bodily injury" in the course of employment while loading, unloading or doing mechanical work on an "auto", unless the injury arises from the use or operation of another vehicle.

- m. To you or any "family member" while "occupying" a motorcycle if the owner, registrant or operator of the "auto" involved in the "accident" has the required Michigan no-fault coverage.
 - n. Arising directly or indirectly out of:
 - (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
 - o. Sustained by anyone who is not a resident of Michigan unless, at the time of the "accident", such person is the owner of a motor vehicle which is registered in Michigan and to which the security required under the Michigan Insurance Code is in effect.
2. We do not provide Personal Injury Protection Coverage for medical expenses for an individual Named Insured if:
- a. Rejection Of Medical Expenses is indicated in the Schedule or in the Declarations; and
 - b. That individual Named Insured has signed a form rejecting coverage for medical expenses.
3. We do not provide Personal Injury Protection Coverage for medical expenses for an individual Named Insured if:
- a. Such Named Insured is covered under "qualified health coverage" as defined in Paragraph **F.4.a.** of the Definitions section;

- b. "Qualified health coverage" is indicated in the Schedule or in the Declarations; and

- c. The Schedule or the Declarations indicates that coverage for medical expenses is excluded for such individual Named Insured.

4. We do not provide Personal Injury Protection Coverage for medical expenses for an individual Named Insured's spouse or any "family member" if:

- a. Such person is covered under "qualified health coverage" as defined in Paragraph **F.4.a.** or **F.4.b.** of the Definitions section;

- b. "Qualified health coverage" is indicated in the Schedule or in the Declarations; and

- c. The Schedule or the Declarations indicates that coverage for medical expenses is excluded for such person.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made, vehicles involved in the "accident" or insurers providing no-fault benefits, the most we will pay for "bodily injury" for each "insured" injured in any one "accident" are the amounts shown in the Schedule.

2. Any amount payable under this insurance shall be reduced by any benefits paid, payable or required to be provided by state or federal law except any benefits paid, payable or required to be provided by Medicare, provided:

- a. The benefits serve the same purpose as personal injury protection benefits; and

- b. The benefits are provided or required to be provided as the result of the same "accident" for which this insurance is payable. However, this insurance shall not be reduced if any amount of workers' compensation benefits that are required to be provided are not available to the "insured".

3. Any amount payable under this insurance shall be reduced by any deductible you elect. However, the deductible applies only to you and any "family member".

The following provisions are added:

Attendant Care

If attendant care is rendered in an "insured's" home and is provided directly, or indirectly through another person, by any of the following:

- a. A person who is related to the "insured";
- b. A person who resides in the "insured's" household; or
- c. A person with whom the "insured" had a business or social relationship before the injury;

we will pay up to 56 hours per week under Medical Expenses coverage. We may opt to pay in excess of the 56 hours per week under Medical Expenses Coverage if indicated in the Schedule or in the Declarations.

Excess Attendant Care

If Excess Attendant Care is indicated in the Schedule or in the Declarations, we will pay up to the limit shown in the Schedule or in the Declarations. The Excess Attendant Care Coverage limit shown in the Schedule or in the Declarations is in addition to the Limit Of Insurance shown in the Schedule or in the Declarations for medical expenses.

E. Changes In Conditions

1. Transfer Of Rights Of Recovery Against Others To Us is replaced by the following:

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, and that other person is an uninsured motorist, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

2. Duties In The Event Of Accident, Claim, Suit Or Loss in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are amended by the addition of the following:

If requested by us, the "insured" shall furnish a sworn statement of earnings since the "accident" and for a reasonable time prior to the "accident".

3. Legal Action Against Us is amended by the addition of the following:

No claimant may bring a legal action for Personal Injury Protection benefits against us more than a year after the "accident". There are two exceptions. The action may be brought if we have been given notice within a year after the "accident" or have made a payment of benefits. In these cases, a claimant may bring the action within a year after the most recent allowable expense, work loss or survivor's loss has been incurred. The commencement of an action and the recovery of benefits is tolled from the date of a specific claim for payment of personal injury protection benefits until the date we formally deny the claim. Such tolling does not apply if the person claiming the benefits fails to pursue the claim with reasonable diligence.

However, the claimant may not recover benefits for any part of a loss incurred more than a year before the action was brought.

4. Other Insurance in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are amended by adding the following:

- a. If Medical Expenses are payable under two or more policies, benefits are only payable up to an aggregate coverage limit that equals the highest available coverage limit under any one of the policies.
- b. If an "insured" is a Named Insured under this Policy and that "insured" is insured as a spouse or as a "family member" under another policy providing similar coverage, Medical Expenses benefits for such named insured are only payable up to the Limit Of Insurance shown in the Schedule or in the Declarations for each person under this Policy.

5. The following conditions are added:

Reimbursement And Trust

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid. This requirement is subject to any applicable limitations of Michigan law.

Coordination And Nonduplication

- a. If an "insured" is entitled to Personal Injury Protection benefits under more than one policy, the maximum recovery under all policies shall not exceed the amount payable under the Policy providing the highest dollar limit.
- b. No person may recover duplicate benefits for the same expenses or loss.
- c. An "insured" who sustains "bodily injury" resulting from an "accident" which shows evidence of the involvement of an "auto" while an operator or passenger of a motorcycle shall claim insurance benefits in the following order of priority:
 - (1) The insurer of the owner or registrant of the "auto" involved in the "accident".
 - (2) The insurer of the operator of the "auto" involved in the "accident".
 - (3) The "auto" insurer of the operator of the motorcycle involved in the "accident".
 - (4) The "auto" insurer of the owner or registrant of the motorcycle involved in the accident.

If personal injury protection benefits are payable under two or more policies in the same order of priority, the benefits are only payable up to an aggregate coverage limit that equals the highest available coverage limit under any one of the policies.

Premium Recomputation

Chapter 31 of the Michigan Insurance Code places certain limitations on a person's right to sue for damages. The premium for the Policy reflects these limitations. If a court from which there is no appeal declares any of these limitations unenforceable, we will have the right to recompute the premium. The rates we use to recompute the premium will be subject to review by the Commissioner of Insurance. If you choose to delete any coverage as the result of the court's decision, we will compute any refund of premium on a pro rata basis.

Qualified Health Coverage Ineligibility

The individual Named Insured shall notify us when "qualified health coverage" has been terminated for you or any "family member" if the Schedule or the Declarations indicates that coverage for medical expenses is excluded for you or any "family member". In such case, the individual Named Insured shall obtain coverage for personal injury protection benefits within 30 days after the effective date of the termination of "qualified health coverage".

If it is determined that:

- a. The individual Named Insured who is listed as excluded from coverage for medical expenses in the Schedule or in the Declarations did not have "qualified health coverage" as defined in Paragraph **F.4.a.** of the Definitions section; or
- b. The individual Named Insured's spouse or any "family member" who is listed as excluded from coverage for medical expenses in the Schedule or in the Declarations did not have "qualified health coverage" as defined in Paragraph **F.4.a.** or **F.4.b.** of the Definitions section;

in effect at the time an "accident" occurred which resulted in "bodily injury" to that individual Named Insured, individual Named Insured's spouse or "family member" after the 30-day period in which the "qualified health coverage" has elapsed and the individual Named Insured did not obtain personal injury protection coverage within such period, such injured person is not entitled to medical expenses benefits under this Policy.

F. Additional Definitions

As used in this endorsement:

1. "Auto" means a motor vehicle or trailer operated or designed for use on public roads but does not include a vehicle operated by muscular power, a vehicle with fewer than three wheels, a motorcycle, or a farm tractor or other implement of husbandry which is not subject to the registration requirements of the Michigan Vehicle Code. This definition replaces the definition in the Policy.

2. "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.
3. "Occupying" means in, upon, getting in, on, out or off.
4. "Qualified health coverage" means either of the following:
 - a. Other health or accident coverage in which:
 - (1) Such coverage does not exclude or limit coverage for "bodily injury" sustained in an "auto accident"; and
 - (2) The annual deductible for such coverage is \$6,000 or less per individual, or the amount as annually adjusted by the Director of the Department of Insurance and Financial Services; or
 - b. Coverage provided under Parts A and B of Medicare.