

E026

PERSONAL INJURY PROTECTION ENDORSEMENT

UTAH

Policy 940543-0003  
1972 FORD

HTH  
Inc

The Company agrees with the named insured, subject to all of the provisions in this endorsement and to all of the provisions of the policy except as modified herein, as follows:

SECTION I

PERSONAL INJURY PROTECTION COVERAGE

The Company will pay personal injury protection benefits for

- (a) medical expenses,
- (b) work loss,
- (c) funeral expenses, and
- (d) survivor loss

with respect to **bodily injury** sustained by an **eligible injured person** caused by an accident involving the use of a **motor vehicle** as a **motor vehicle**.

Exclusions

This coverage does not apply:

- (a) to **bodily injury** sustained by any person while **occupying** a **motor vehicle** which is owned by the **named insured** and which is not an **insured motor vehicle**;
- (b) to **bodily injury** sustained by the **named insured** or any **relative** while **occupying** a **motor vehicle** which is owned by a **relative** and for which the security required by the Utah Automobile No-Fault Insurance Act is not in effect;
- (c) to **bodily injury** sustained by any person while operating the **insured motor vehicle** without the express or implied consent of the **named insured** or while not in lawful possession of the **insured motor vehicle**;
- (d) to **bodily injury** sustained by any person injured while **occupying** or, while a **pedestrian** through the use of any **motor vehicle**, other than the **insured motor vehicle**, for which the security required under the Utah Automobile No-Fault Insurance Act is in effect;
- (e) to **bodily injury** sustained by any person, if such person's conduct contributed to his injury under either of the following circumstances:
  - (1) causing injury to himself intentionally, or
  - (2) while committing a felony;
- (f) to **bodily injury** sustained by any person arising out of the use of any **motor vehicle** while located for use as a residence or premises;
- (g) to **bodily injury** due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
- (h) to **bodily injury** resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

Definitions

When used in reference to this coverage:

"**bodily injury**" means bodily injury, sickness or disease, including death resulting therefrom;

"**eligible injured person**" means

- (a) the **named insured** or any **relative** who sustains **bodily injury** caused by an accident involving the use of any **motor vehicle**;
- (b) any other person who sustains **bodily injury** caused by an accident while
  - (1) **occupying the insured motor vehicle** with the consent of the **named insured**, or
  - (2) a **pedestrian** if the accident involves the use of the **insured motor vehicle**;

"**funeral expenses**" means funeral, burial or cremation expenses incurred;

"**insured motor vehicle**" means a motor vehicle with respect to which

- (a) the bodily injury liability insurance of the policy applies and for which a specific premium is charged, and
- (b) the **named insured** is required to maintain security under the provisions of the Utah Automobile No-Fault Insurance Act;

"**medical expenses**" means the reasonable expenses incurred for necessary medical, surgical, x-ray, dental and rehabilitation services, including prosthetic devices, necessary ambulance, hospital, and nursing services, and any nonmedical remedial care and treatment rendered in accordance with a recognized religious method of healing;

"**motor vehicle**" means any vehicle of a kind required to be registered with the Division of Motor Vehicles of the Utah State Tax Commission under Title 41-1-19, Utah Code Annotated 1953 but excluding motorcycles;

"**named insured**" means the person or organization named in the declarations of this policy;

"**occupying**" means being in or upon a **motor vehicle** as a passenger or operator or engaged in the immediate acts of entering, boarding or alighting from a **motor vehicle**;

"**pedestrian**" means any person not **occupying** or riding upon a **motor vehicle**;

"**relative**" means a spouse or any other person related to the **named insured** by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the **named insured**, or who usually makes his home in the same household but temporarily lives elsewhere;

"**survivor loss**" means compensation on account of the death of the **eligible injured person**;

"**work loss**" means (a) loss of income and loss of earning capacity by the **eligible injured person** during his lifetime, from inability to work during a period commencing three days after the date of the **bodily injury** and continuing for a maximum of 52 consecutive weeks thereafter, provided that if such **eligible injured person's** inability to work shall so continue for in excess of a total of two consecutive weeks after the date of the **bodily injury**, this three day elimination period shall not be applicable; and (b) an allowance for services that, but for the **bodily injury**, the **eligible injured person** would have performed during his lifetime for his household commencing three days after the date of the **bodily injury** and continuing for a maximum of 365 consecutive days thereafter, provided that if such **eligible injured person's** inability to perform such services shall continue for in excess of 14 consecutive days after the date of the **bodily injury**, this three day elimination period shall not be applicable;

(continued on reverse side)

### Policy Period; Territory

This coverage applies only to accidents which occur on or after January 1, 1974 during the policy period and within the state of Utah.

### Limits of Liability

Regardless of the number of persons insured, policies or bonds applicable, claims made, or **insured motor vehicles** to which this coverage applies, the Company's liability for personal injury protection benefits with respect to **bodily injury** sustained by any one **eligible injured person** in any one motor vehicle accident, is limited as follows:

1. the maximum amount payable for **medical expenses** shall not exceed \$2,000;
2. the maximum amount payable for **work loss** is
  - (a) eighty five per cent of any loss of gross income and earning capacity, not to exceed the total of \$150 per week;
  - (b) \$12 per day for inability to perform services for his household;
3. the maximum amount payable for **funeral expenses** shall not exceed \$1,000;
4. the amount payable for **survivor loss** is \$2,000 and is payable only to natural persons who are the **eligible injured person's** heirs;
5. any amount payable by the Company under the terms of this coverage shall be reduced by the amount paid, payable, or required to be provided on account of such **bodily injury**
  - (a) under any workmen's compensation plan or any similar statutory plan,
  - (b) by the United States or any of its agencies because of military enlistment, duty or service, or
  - (c) under any applicable deductible set forth in the declarations of this policy.

### Conditions

- A. **Action Against Company.** No action shall lie against the Company unless as a condition precedent thereto, there shall have been full compliance with all the terms of this coverage.
- B. **Notice.** In the event of an accident, written notice containing particulars sufficient to identify the **eligible injured person**, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each **eligible injured person** to the Company or any of its authorized agents as soon as practicable. If any **eligible injured person**, his legal representative or his survivors shall institute legal action to recover damages for **bodily injury** against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such **eligible injured person**, his legal representative, or his survivors.
- C. **Medical Reports; Proof of Claim.** As soon as practicable the **eligible injured person** or someone on his behalf shall give to the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Company in determining the amount due and payable. The **eligible injured person** shall submit to physical and mental examinations by physicians selected by the Company when and as often as the Company may reasonably require.
- D. **Subrogation.** In the event of any payment under this coverage, the Company is subrogated to the rights of the person to whom or for whose benefit such payments were made, to the extent of such payments, and such person must execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.
- E. **Reimbursement and Trust Agreement.** In the event of any payment to any person under this coverage:
  1. the Company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the **bodily injury** because of which such payment is made; and the Company shall have a lien to the extent of such payment, notice of which may be given to the person or organization causing such **bodily injury**, his agent, his insurer or a court having jurisdiction in the matter;
  2. such person shall hold in trust for the benefit of the Company all rights of recovery which he shall have against such other person or organization because of such **bodily injury**;
  3. such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;
  4. such person shall execute and deliver to the Company instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.
- F. **Non-Duplication of Benefits; Other Insurance.** No **eligible injured person** shall recover duplicate benefits for the same elements of loss under this or any similar insurance. In the event the **eligible injured person** has other similar insurance available and applicable to the accident, the maximum recovery under all such insurance shall not exceed the amount which would have been payable under the provisions of the insurance providing the highest dollar limit, and the Company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this coverage and such other insurance.

## SECTION II

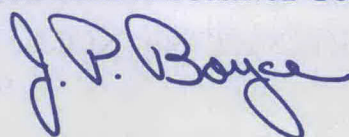
In consideration of the coverage afforded under Section I and the adjustment of applicable rates:

- (a) any amount payable under the Protection Against Uninsured Motorists Coverage shall be reduced by the amount of any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of **bodily injury** sustained by an **eligible injured person**;
- (b) any Automobile Medical Payments Coverage afforded under this policy shall be excess insurance over any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of **bodily injury** sustained by an **eligible injured person**.

## SECTION III

The premium for the policy is based on rates which have been established in reliance upon the limitations on the right to recover for damages imposed by the provisions of the Utah Automobile No-Fault Insurance Act. In the event a court of competent jurisdiction declares, or enters a judgment the effect of which is to render, the provisions of such act invalid or unenforceable in whole or in part, the Company shall have the right to recompute the premium payable for the policy and the provisions of this endorsement shall be voidable or subject to amendment at the option of the Company.

AMICA MUTUAL INSURANCE COMPANY



Assistant Vice President



## AMICA MUTUAL INSURANCE COMPANY

POST OFFICE ADDRESS: P. O. DRAWER 6008, PROVIDENCE, R.I. 02904

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### TO OUR UTAH AUTOMOBILE INSURANCE POLICYHOLDERS

The Utah No-Fault motor vehicle insurance law (Senate Bill No. 112) becomes effective as to accidents occurring in Utah on and after January 1, 1974. The law requires all owners of automobiles to carry Bodily Injury Liability (\$15,000 per person, \$30,000 per accident), Property Damage Liability (\$5,000 per accident) and Personal Injury Protection (No-Fault) coverages.

The enclosed "Utah Personal Injury Protection" endorsement, which should be attached to your policy, changes your policy to conform to the No-Fault law as follows:

1. Section I describes the Personal Injury Protection coverage benefits newly added. (Your policy already includes the Bodily Injury and Property Damage Liability coverages.)
2. Section II changes any Medical Payments coverage to apply only in excess of benefits paid under the Personal Injury Protection coverage, and reduces any amount payable under any Uninsured Motorists coverage by the amount of Personal Injury Protection benefits paid or payable.

Information about the availability of additional protection benefits and deductibles will be sent to you in the near future.

For your information enclosed is a brochure which explains in general terms the new law and the benefits payable under the No-Fault coverage.

We are enclosing an Identification Card which meets the requirements of the Utah No-Fault law. Please read the instructions on the back of the card and keep the card in your car at all times.

If you desire further information or have any questions about your policy, please contact us.

AMICA MUTUAL INSURANCE COMPANY

1067-1 Utah

### **Where Are You Protected?**

No-Fault benefits apply only for injuries received in the State of Utah. However, most insurance companies offer out-of-state endorsements which give you the coverages required by other states when you travel out-of-state. If you are involved in an accident outside the State of Utah, you must comply with the legal insurance system in effect in that state where the accident occurs.

### **How Are You Paid?**

Payment of benefits is made to you monthly, as expenses are incurred.

### **Are Deductibles Offered?**

Many companies offer, at an appropriate reduction in premium, several choices of deductibles.

### **Can I Still Sue?**

If you are injured, your own insurance company will pay your basic No-Fault benefits. In addition, you retain the right to sue in all cases involving death, dismemberment or fracture, permanent disability, permanent disfigurement, and in case your medical expenses exceed \$500 per person.

### **What About Damage To My Car?**

The No-Fault Law does not provide insurance for damage to your own car. If you want such protection, you must purchase comprehensive and collision insurance which pays for damage to your car. You are still able to collect from motorists who are at fault and do damage to your car, as property damage does not change under this act.

This folder cannot include all details on Utah's No-Fault Insurance. For added information, please contact your insurance representative.

Prepared as a public service by the Utah No-Fault Information Committee for the property-casualty insurance industry serving Utah.

550 East 4th South, Suite No. 1  
Salt Lake City, Utah 84102

# **It's the Law**

## **EVERY UTAH MOTORIST MUST HAVE**



## **AUTO INSURANCE EFFECTIVE JANUARY 1, 1974**

## How NO-FAULT Works

Your insurance company pays you, up to the no-fault policy limits, for your injury loss resulting from an auto accident regardless of whether you were to blame or not.

## Who Must Have This Insurance?

If you own and drive an auto, bus or truck in Utah, whether private, public passenger or commercial vehicle, you must have the insurance required by this law. To obtain your Utah license plates and the required safety inspections, you must certify that you have No-Fault Insurance. Motorcycles are excluded.

The new Utah law provides that any person who presents or uses an insurance identification card as evidence of insurance when, in fact, there is no insurance in force, is subject to conviction of a misdemeanor and, in addition, to a fine and/or imprisonment; shall have his operator's or chauffeur's license and vehicle registration revoked.

## What You Must Do

If you don't have an automobile insurance policy, you must buy one. If you have a policy, your company will automatically change it to meet the requirements of the new law.

## What Kind of Protection is Provided?

Two coverages are provided under your new policy: Motor Vehicle Liability Insurance and First-party, No-Fault (personal injury) Insurance.

### Liability

Policies must include liability coverage of at least \$15,000 per accident for injuries to one person and \$30,000 per accident for injuries to all persons. (This coverage applies when your car injures or kills pedestrians, persons riding in other cars or as guests in your car.) It must also provide for \$5,000 per accident for damage you do to another person's property. A combination policy which has an overall limit of \$25,000 for bodily injuries and property damage is also acceptable.

### No-Fault Benefits

This coverage pertains to expenses resulting from injuries you receive in an auto accident:

1. Your insurance company will pay you up to \$2,000 per accident for necessary medical, surgical, X-ray, dental and rehabilitation expenses.
2. If you are unable to work, your insurance company will pay you 85 percent of your wages (up to a maximum of \$150 per week) for 52 weeks. Payments for loss of income are subject to a three-day waiting period

after the accident. If the loss of income continues beyond two weeks, payment to you is retroactive to the first day.

3. If you cannot perform essential services for your family (such as those of a housewife, etc.), your insurance company will pay you \$12 per day for 365 days (or for as many days as you cannot perform these essential services). This benefit is also subject to a three-day waiting period, which does not apply if loss of essential services exceeds two weeks.

4. If you should die of injuries received in an auto accident, the insurance company pays your survivors up to \$1,000 for funeral expenses and burial costs. It will also pay a lump sum of \$2,000 to heirs.

The No-Fault benefits listed above are minimums. Most companies offer additional protection.

## Who Gets Paid?

Your insurance policy covers you or any of your relatives residing in your home. It also covers any other passenger in your car, any person driving your car with your permission, or any pedestrian injured in an accident involving your car.