

VIRGINIA MEDICAL EXPENSE AND INCOME LOSS BENEFITS ENDORSEMENT

For a covered "auto" licensed or principally garaged in Virginia, 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

The insurance afforded by this endorsement is only for the coverage(s) indicated by a specific premium charge in the Declarations or in the Schedule.

Coverages	Limit of Insurance	Premium
Section I Medical Expense Benefits	\$ Each Person	\$
Section II Income Loss Benefits	\$100 Per Week Each Person	\$
	Total Premium	\$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION I – MEDICAL EXPENSE BENEFITS

A. Coverage

We will pay, in accordance with Section 38.2-2201 or 46.2-465 of the Virginia Code, to a covered injured person, "medical expense" benefits as a result of "bodily injury" caused by an "accident" and arising out of the ownership, maintenance or use of a motor vehicle as a motor vehicle.

B. Exclusions

This insurance does not apply to "bodily injury":

1. Sustained by any person who intentionally injures himself or herself;
2. Sustained by any person to the extent that benefits for that injury are in whole or in part payable under any workers' compensation or similar law;
3. Sustained by the "named insured" or any "family member" while "occupying" any motor vehicle owned by or furnished or available for regular use by such "named insured" or any "family member" and that is not a "covered auto"; or
4. Due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident to war.

C. Limit of Insurance

1. Regardless of the number of claims made or "covered autos" to which this insurance applies, the most we will pay for "medical expense" benefits to any "insured" who sustains "bodily injury" in any one "accident" is the Limit Of Insurance for "medical expense" benefits shown in the Schedule or Declarations.
2. No "insured" will be entitled to collect under "medical expense" Coverage, more than his or her actual "medical expenses" incurred within three years after the date of the "accident", from this or any other automobile insurance policy or combination of those policies providing "medical expense" insurance applicable to that "accident".

SECTION II – INCOME LOSS BENEFITS

A. Coverage

We will pay, in accordance with Section 38.2-2201 or 46.2-465 of the Virginia Code, to a covered injured person, "income loss" benefits as a result of "bodily injury" caused by an "accident" and arising out of the ownership, maintenance or use of a motor vehicle.

B. Exclusions

Exclusions 1., 2., 3., and 4. under Section I of this endorsement apply to Section II.

C. Limit Of Insurance

1. Regardless of the number of claims made or "covered autos" to which this insurance applies, the most we will pay for "Income Loss" Benefits to any "insured" who sustains "bodily injury" in any one "accident" is the Limit Of Insurance shown in the Schedule or Declarations from the first work day lost as a result of the "accident" up to the date that the "insured" is able to return to his or her usual occupation or the date of death of that "insured", whichever occurs first.
2. No "insured" will be entitled to collect more than his or her actual "income loss" sustained within one year after the date of the "accident", from this or any other automobile insurance policy or combination of those policies providing "income loss" benefits insurance applicable to that "accident".

SECTION III – CONDITIONS

The following Conditions are applicable to both Sections I and II, except as noted:

1. Notice

In the event of an "accident", written notice containing particulars sufficient to identify the "insured", and also reasonably obtainable information respecting the time, place and circumstances of the "accident" must be given by or on behalf of the "insured" to us or our legal representative as soon as possible.

If an "insured" or his or her legal representative institutes legal action for damages for "bodily injury", he or she must promptly give us a copy of the summons and complaint or other process served in connection with the legal action.

2. Legal Action Against Us

No one may bring a legal action against us until there has been full compliance with all the terms of this endorsement.

3. Medical Reports; Proof of Claim

As soon as practicable, the "insured" or someone on his or her behalf must give us written proof of claim, under oath if required, including full particulars of the nature and extent of injuries and treatment received or contemplated. He or she must also furnish us with any other information that may assist us in determining the amount due and payable. The "insured" must submit to physical examinations, at our expense, by physicians we select when and as often as we may require.

The "insured", or in the event of his or her incapacity or death, his or her legal representative, shall upon each of our requests, execute authorization to enable us to obtain medical reports, copies of records and information with respect to loss of income. We may require that the "insured", as a condition for receiving "income loss"

benefits, cooperate in furnishing us reasonable medical proof of his or her inability to work.

4. Transfer Of Rights Of Recovery Against Others To Us

With respect to Section II only, if any person or organization to or for whom we make payment for "income loss" benefits under this Coverage Form has rights to recover damages from another, 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.

SECTION IV – DEFINITIONS

As used in this endorsement:

1. "Covered auto" means a motor vehicle with respect to which:
 - a. The "named insured" is the owner;
 - b. The "bodily injury" liability or "property damage" liability coverage of the Coverage Form applies; and
 - c. The insurance under this endorsement applies and for which a specific premium has been charged.
2. "Family member" means a person related to the "named insured" by blood, marriage or adoption who is a resident of the "named insured's" household, including a ward or foster child.
3. "Income loss" means an amount equal to the loss of income incurred by an "insured", usually engaged in a remunerative occupation, within one year after the date of the "accident", and as a result of disability caused by the "accident".
4. "Insured" means:
 - a. The "named insured" or any "family member" who sustains "bodily injury" while "occupying" a motor vehicle, or if struck by a motor vehicle while not "occupying" a motor vehicle; or
 - b. Any other person who sustains "bodily injury" while "occupying" a "covered auto".
5. "Medical expense" means all reasonable and necessary expenses for medical, chiropractic, hospital, x-ray, professional nursing, dental, surgical, prosthetic and rehabilitation services, services provided by an emergency medical services vehicle as defined in Section 32.1-111.1 of the Virginia Code, and funeral expenses, incurred within three years after the date of the "accident".
6. "Named insured" means the individual or organization designated in the Schedule or this endorsement and if not designated therein, means the individual or organization named in Item 1. of the Declarations of the policy.
7. "Occupying" means in, upon, getting in, on, out of, off or using.

**SECTION V – MEDICAL EXPENSE AND INCOME LOSS
BENEFITS – INDIVIDUAL NAMED INSURED**

If “you” are an individual and a “covered auto” “you” own is of the private passenger type (“private passenger type”), the provisions of this endorsement apply, except that Paragraph

C. Limit Of Insurance of Section I and II of this endorsement are replaced by the following:

C. Limit Of Insurance

Regardless of the number of “covered autos”, “insureds” or claims made, the most we will pay for “bodily injury” for each “insured” injured in any one “accident” shall be determined as follows:

1. If there is only one “covered auto” of the private passenger type (“private passenger type”), the most we will pay is the limit of Medical Expenses and “Income Loss” Benefits shown in the Schedule or Declarations.
2. If there is more than one “covered auto” of the private passenger type (“private passenger type”), our limit of liability is the sum of the highest limits applicable to covered “autos” of the private passenger type (“private passenger type”), subject to a maximum of four such “autos”.

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