COMMONWEALTH OF VIRGINIA

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STATE CORPORATION COMMISSION
BUREAU OF INSURANCE

Letter Withdrawn By Administrative Letter 2015-06

May 29, 1991

Administrative Letter 1991 - 9

TO: Rate Service Organizations And All Companies Licensed to Write Motor Vehicle Insurance In Virginia

RE: Private Passenger Automobile Medical Expense Coverage Effective July 1, 1991

House Bill 727 amends Virginia Code Sections 38.2-124 (medical payments) and 38.2-2201 (medical expense) by combining these two coverages into a single coverage to be called medical expense coverage. The intent of this revision is to reduce the confusion created by the existence of two such similar coverages. With the two separate coverages being combined, duplicate language in the Virginia Code has been eliminated. Section 38.2-124 now defines the coverage and refers to Section 38.2-2201 for specific coverage provisions, including the stacking of limits.

As previously required, a limit of $2,000 must be offered to all insureds. However, this does not preclude the offering of both higher and lower limits. It is important to note, particularly with regard to the Special Package Automobile Policy, that the $2,000 limit must be made available on all policies.

In addition, if policies are renewed at medical expense limits lower than those offered during the preceding policy term, an adverse underwriting decision notice must be provided to the insured.

Appropriate revisions to manual rules and rates must be filed for policies effective on and after July 1, 1991.

Sincerely,

Steven T. Foster
Commissioner of Insurance

STF:krm

SUPPLEMENT OF ADMINISTRATIVE LETTER 1991-9

RE: PRIVATE PASSENGER AUTOMOBILE MEDICAL EXPENSE COVERAGE

- SUMMARY OF CHANGES -

A597b (7-1-91) - AUTOMOBILE DEATH INDEMNITY AND TOTAL DISABILITY COVERAGES

One substantive amendment was made to this form. Condition 1, Policy Provisions was corrected to refer to Medical Expense and Income Loss Benefits coverage versus Medical Payments coverage.

A602c (7-1-91) - EXTENDED NON-OWNED AUTOMOBILE COVERAGE

Eliminated the "Notes" section of the endorsement. The notes referred to a non-existent form A594b.

References to Division (1) and Division (2) were deleted. The definition of "injured person" from the Medical Expense and Income Loss Benefits coverage was modified for the purposes of this coverage as previously modified for the Medical Payments coverage. The deleted exclusion (e) is intended to remove the restriction of vehicles furnished for the regular use of the named individual.

A606e (7-1-91) - SUSPENSION OF INSURANCE

Deleted the references to Medical Payments in the "schedule" and replaced it with the separate references of Medical Expense Benefits and Income Loss Benefits.

A799f (7-1-91) - VIRGINIA AMENDATORY ENDORSEMENT

The schedule for Medical Expense and Income Loss Benefits coverage was deleted and all references to a schedule deleted throughout the text.

Amended typographical error in "Persons Insured" ("Person Insured") on page 1.

Amended the definitions of "farm automobile" and "utility automobile" to eliminate the 1500 lb weight limitations (House Bill 1525).

Replaced old Part II and the provisions of the A799e regarding Medical Payments coverage. Reworded the lead-in language to clarify the activation of coverage.

Modified the lead-in language on page 4 to clarify the Definitions section. Also, an editorial change to the definition of "insured motor vehicle" (changed "endorsement" to "coverage").

Amended (editorially) the definition of "named insured" on page 5 (deleted "declaration of the policy" and replaced it with "declarations" and eliminated further reference to a schedule).

Amended the "stacking" language to accommodate the Medical Expense and Income Loss Benefits coverage (page 6). The old Medical Payments "stacking" language was used. The same modifications were used for Income Loss Benefits coverage.

All upper case "C"s in company, companies, etc. have been changed to lower case for consistency.

The Assistance and Cooperation Condition incorrectly referred to Parts I and III of the policy. It should have referred to Parts I and II.

A977i (7-1-91) - AUTOMOBILE SPECIAL PACKAGE MEDICAL EXPENSE AND INCOME LOSS BENEFITS

Title has been changed to indicate that this form now applies to SPAP only.

First paragraph added and bracketed - this will allow company to either make endorsement a part of the policy, or continue to attach as separate endorsement.

Schedule bracketed - see item 2 above. Also deleted phrase "... in the Declarations or..."

The lead in sentence of "Definitions", page 2 has been amended for clarity.

Part of the definition of "named insured" has been bracketed - see item 2. above. In addition "declaration of the policy" has been changed to "declarations" for consistency.

"Limits of Liability" beginning on page 3 has been revised to reflect the fact that other limits than $2,000. may apply.

Parts of 3(a) and (b) have been bracketed on page 4 - refer to item 2 above.

In the lead in sentence of "Definitions", page 5, the semi-colon has been replaced with a colon.

Typographical error in definition of "income loss - page 5 - has been corrected. "Insured person" has been changed to "injured person".

Language under Limits of Liability - page 5 - has been amended for clarity and consistency.

Lead in sentence of "Conditions" page 6 has been amended for clarity.

"Note" on page 7 has been changed - refer to item 2 above.

"Instruction" on page 7 has been amended to indicate that endorsement will only be used with SPAP.

All upper case "C's" in Company, Companies, etc. have been changed to lower case for consistency.

E139a (7-1-91) - NAMED NON-OWNER COVERAGE

Eliminated the schedule and references to same in the text of the endorsement.

Eliminated references to "Expenses for Medical Services" and eliminated the modifications to the "Persons Insured" definition. Language was added to the form to refer to Medical Expense and Income Loss Benefits.

Amended the definition of "injured person" to accommodate the language differences in the old Medical Payments and the new Medical Expense and Income Loss Benefits coverage.

E140a (7-1-91) - MISCELLANEOUS TYPE VEHICLE ENDORSEMENT

Deleted the schedule and all references to same throughout the text.

Eliminated references to Medical Payments coverage and replaced them with references to Medical Expense and Income Loss Benefits.

E141a (7-1-91) - SNOWMOBILE ENDORSEMENT

Deleted the schedule and references to same throughout the endorsement.

Deleted much of the unnecessary "bracketing".

Deleted all references to passenger hazard exclusions.

Deleted any references to Medical Payments and Expenses for Medical Services. Also, deleted references to Division 1 and/or 2. Coverage is perhaps broadened by these changes.

Amended the Part II definition of "motor vehicle" to accommodate snowmobiles.

SP2g (7-1-91) - AMENDMENT OF SPECIAL PACKAGE AUTOMOBILE POLICY

Definition of "utility automobile" amended to reflect change made to §38.2-2212, as a result of House Bill 1525.

All reference to "Medical Expense Coverage" (which is actually Medical Payments Coverage in the SPAP) has been eliminated.

SP-6b (7-1-91) - SPECIAL PACKAGE EXTENDED NON-OWNED AUTOMOBILE COVERAGE

Deleted reference to Medical Expense (actually medical payments), in the policy, in the first paragraph.

Created second paragraph specifically for the Medical Expense and Income Loss Benefits Endorsement. Used the same definition as "Person Insured" in first paragraph, but used term "Injured Person" to correspond to A977i defined term.

Amended exclusion (e) of A977i in order to provide coverage for bodily injury sustained by the named insured or any relative while occupying any motor vehicle furnished or available for the regular use of the named insured or relative and which is not an insured motor vehicle.

Amended lead in language for revised definition of "non-owned automobile" to indicate that it applies to both Part I Liability and to Section I of the Medical Expense and Income Loss Benefits Endorsement.

NAUA 209d (7-1-91) - SUSPENSION OF INSURANCE

Deleted the references to Medical Payments in the "schedule" and replaced it with the separate references of Medical Expense Benefits and Income Loss Benefits.

DOCUMENT CONTROL CENTER

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

BUREAU OF INSURANCE

RECEIVED MAY 31 PM 2:16

AT RICHMOND, MAY 29, 1991
ADMINISTRATIVE ORDER NO. 10159

AUTOMOBILE INSURANCE

ESTABLISHMENT BY THE STATE CORPORATION COMMISSION OF STANDARD FORMS OF POLICIES, RIDERS, ENDORSEMENTS, AND OTHER SPECIAL OR SUPPLEMENTAL AGREEMENTS AND PROVISIONS FOR USE BY ALL INSURANCE COMPANIES IN INSURING (1) AGAINST LOSS OR DAMAGE RESULTING FROM ACCIDENT TO, OR INJURY SUFFERED BY, ANY PERSON, AND FOR WHICH THE PERSON INSURED IS LIABLE, (2) AGAINST LOSS BY LIABILITY FOR DAMAGE TO PROPERTY RESULTING FROM THE OWNERSHIP, MAINTENANCE OR USE OF ANY MOTOR VEHICLE, AND (3) AGAINST LOSS OF OR DAMAGE TO ANY MOTOR VEHICLE OWNED BY THE INSURED, PURSUANT TO THE PROVISIONS OF SECTIONS 38.2-2218 TO 38.2-2223, INCLUSIVE, OF THE CODE OF VIRGINIA.

WHEREAS, Pursuant to the provisions of Sections 38.2-2218 to 38.2-2223, inclusive, of the Code of Virginia, the State Corporation Commission, by other Administrative Orders, has established certain forms of policies, riders, endorsements, and other special or supplemental agreements and provisions for use by all insurance companies in insuring (1) against loss or damage resulting from accident to, or injury suffered by, any person, and for which the person insured is liable, (2) against loss by liability for damage to property resulting from the ownership, maintenance or use of any motor vehicle, and (3) against loss of or damage to any motor vehicle owned by the insured;

AND IT APPEARING to the State Corporation Commission that the use of certain other forms, policies, riders, endorsements, and other special or supplemental agreements and provisions for use in writing the types of insurance herein referred to is so extensive that standard forms thereof should be established;

IT IS, THEREFORE, ORDERED, That the following forms of endorsements for use in connection with the standard forms of policies be, and they hereby are, filed by the State Corporation Commission in its office at Richmond, Virginia:

A597b(7-1-91)	AUTOMOBILE DEATH INDEMNITY AND TOTAL DISABILITY COVERAGES - AUTOMOBILE DEATH AND SPECIFIC DISABILITY BENEFITS
A602c(7-1-91)	EXTENDED NON-OWNED AUTOMOBILE COVERAGE (NAMED INSURED OR RELATIVE)
A606e(7-1-91)	SUSPENSION OF INSURANCE
A799f(7-1-91)	FAMILY - VIRGINIA AMENDATORY ENDORSEMENT
A977i(7-1-91)	AUTOMOBILE SPECIAL PACKAGE MEDICAL EXPENSE AND INCOME LOSS BENEFITS ENDORSEMENT (VIRGINIA)
E139a(7-1-91)	NAMED NON-OWNER COVERAGE
E140a(7-1-91)	MISCELLANEOUS TYPE VEHICLE ENDORSEMENT
E141a(7-1-91)	SNOWMOBILE ENDORSEMENT
SP2g(7-1-91)	AMENDMENT OF SPECIAL PACKAGE AUTOMOBILE POLICY - VIRGINIA
SP-6b(7-1-91)	SPECIAL PACKAGE - EXTENDED NON-OWNED AUTOMOBILE COVERAGE (NAMED INSURED OR RELATIVE) VIRGINIA
NAUA 209d(7-1-91)	SUSPENSION OF INSURANCE

IT IS FURTHER ORDERED, That, except as hereinafter provided, on and after July 1, 1991, the proposed new forms of riders, endorsements, and other special or supplemental agreements and provisions hereinbefore referred to shall become the standard forms thereof for use by all insurance companies applicable to new and renewal policies effective on and after July 1, 1991, and thereafter no insurance company shall use any form covering

substantially the same agreement provided for by such form, unless it is in the precise language of the standard form.

IT IS FURTHER ORDERED, That if objection to the provision of any proposed new standard form is filed in writing by any insurance company within twenty days from the day upon which this Order is entered, such form shall not become standard as provided herein and proceedings in reference thereto shall be instituted but such objection shall not serve to prevent those proposed standard forms to which no objection has been filed from becoming standard forms on and after July 1, 1991 respectively, in accordance with the provisions hereof.

IT IS FURTHER ORDERED, That the Bureau of Insurance shall immediately notify all parties to whom attested copies of this Order are directed to be sent on receipt of an objection, in writing, from any insurance company to the provisions of any proposed form.

IT IS FURTHER ORDERED, That for the word "company" appearing in standard form, there may be substituted a more accurate descriptive term for the type of insurer.

IT IS FURTHER ORDERED, That there being, in the opinion of the State Corporation Commission, no further necessity for the continuance of the following forms of endorsements, they are withdrawn on and after July 1, 1991:

A597a(9-62)	AUTOMOBILE DEATH INDEMNITY AND TOTAL DISABILITY COVERAGES - AUTOMOBILE DEATH AND SPECIFIC DISABILITY BENEFITS
A602b(1-63)	EXTENDED NON-OWNED AUTOMOBILE COVERAGE (NAMED INSURED OR RELATIVE)

A606d(8-67)	SUSPENSION OF INSURANCE
A799e(7-89)	FAMILY - VIRGINIA AMENDATORY ENDORSEMENT
A977h(1-90)	MEDICAL EXPENSE AND INCOME LOSS BENEFITS ENDORSEMENT
E139(6-80)	NAMED NON-OWNER COVERAGE
E140(6-80)	MISCELLANEOUS TYPE VEHICLE ENDORSEMENT
E141(6-80)	SNOWMOBILE ENDORSEMENT
SP2f(7-89)	AMENDMENT OF SPECIAL - PACKAGE AUTOMOBILE POLICY - VIRGINIA
SP-6a(1-63)	SPECIAL PACKAGE - EXTENDED NON-OWNED AUTOMOBILE COVERAGE (NAMED INSURED OR RELATIVE) VIRGINIA
NAUA209c(10-66)	SUSPENSION OF INSURANCE

IT IS FURTHER ORDERED, That attested copies of this Order be sent to all licensed rate service organizations, the Bureau of Insurance, and all companies which are affected thereby.

A True Copy
Teste: William J. Bridge
Clerk of the
State Corporation Commission

AUTOMOBILE

[AUTOMOBILE DEATH INDEMNITY AND TOTAL DISABILITY COVERAGES
AUTOMOBILE DEATH AND SPECIFIC DISABILITY BENEFITS][1]

Schedule

The insurance afforded is [only with respect to such of the following coverages as are indicated by specific premium charge or charges, and only][2] with respect to the person or persons designated herein as insured.

Coverages	Insured	Limits of Liability	Premium
		Principal Sum [Per Insured][4]	
A. Death [Indemnity/Benefit][3]	[1.	$	$
	2.	$	$
B. [Specific Disability Benefits][4]			
(1) Dismemberment and Loss of Sight Benefits	1.	$	$
	2.	$	$
(2) Fractures and Dislocations Benefits	1.	$	$
	2.]	$	$][5]
		Weekly Indemnity	
C. Total Disability-- [Unlimited Period][6]	1.	$	$
	2.	$	$
D. Total Disability-- [Maximum 200 weeks][6]	1.	$	$
	2.	$	$
		[Total][4]	

Declaration

The named insured shall be as stated in the policy, if an individual or if husband and wife who are residents of the same household; otherwise for the purpose of these declarations the named insured is _____.

The named insured declares, with respect to each person designated in the schedule as an insured under Coverage C or Coverage D, 7

(1) that such person is engaged in a remunerative occupation;

(2) that the sum of the weekly indemnity afforded by this insurance and by all personal accident insurance carried by such person is not more than two-thirds of his average weekly earnings during the past twelve months.

Exceptions, if any, to (1) or (2)*

* Absence of an entry in this item means "No exceptions."

The company agrees with the named insured, in consideration of the payment of the premium and in reliance upon the declarations and subject to the limits of liability, exclusions, conditions and other terms of this endorsement and of the policy:

Insuring Agreements

1. **Coverage A - Death [Indemnity/Benefit][3]**

To pay the principal sum stated in the schedule in the event of the death of the insured which shall result directly and independently of all other causes from bodily injury caused by accident and sustained by the insured while in or upon or while entering into or alighting from, or through being struck by, an automobile, provided the death shall occur [(1)][8] within ninety days after the date of the accident, [or (2) within fifty-two weeks after the date of the accident and during a period of continuous total disability of the insured for which weekly indemnity is payable under the Total Disability Coverage(s).][8]

Coverage B - [Specific Disability Benefits][4]

(1) Dismemberment and Loss of Sight Benefits

(2) Fractures and Dislocations Benefits

To pay the highest applicable amount stated in the following Table[s][9] for loss as enumerated therein, in the event of bodily injury, caused by accident and sustained by the insured while in or upon, or while entering into or alighting from, or through being struck by, an automobile, provided loss [under Table I][9] be sustained by the insured within ninety days from such accident.

As respects any insured, (1) any amount for which the company is obligated or has made payment under this Coverage B shall apply in reduction of any amount for which the company is obligated under Coverage A of this endorsement; (2) payment of the principal sum shall terminate all obligation of the company under [Coverages A and B of][8] this endorsement.

Table [I][9]

For Loss of	If applicable principal sum is $5,000	If applicable principal sum is $10,000
Both Hands or Both Feet or Sight of Both Eyes	$5,000	$10,000
One Hand and One Foot	5,000	10,000
Either Hand or Foot and Sight of One Eye	5,000	10,000
Either Hand or Foot	2,500	5,000
Sight of One Eye	1,750	3,500
Thumb and Index Finger of Either Hand	1,250	2,500

"Loss" shall mean with regard to hands and feet, actual severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight; with regard to thumb and index finger, actual severance through or above metacarpophalangeal joints.

Table II.

For Fracture of Bones:	If applicable principal sum is $5,000	$10,000
Skull (except bones of face or nose)	$175.00	$350.00
Thigh	150.00	300.00
Arm, between elbow and shoulder	150.00	300.00
Pelvis (except coccyx)	125.00	250.00
Vertebra or Vertebrae (except coccyx and vertebral processes)	125.00	250.00
Shoulder Blade	100.00	200.00
Leg	100.00	200.00
Knee Cap	100.00	200.00
Collar Bone	75.00	150.00
Forearm, between wrist and elbow	75.00	150.00
Foot (except toes)	62.50	125.00
Hand (except fingers)	62.50	125.00
Sternum	50.00	100.00
Lower Jaw (except alveolar process)	37.50	75.00
One or more ribs, fingers or toes	25.00	50.00
Bones of face or nose	25.00	50.00
Coccyx or Vertebral Processes	25.00	50.00

For Complete Dislocations:	If applicable principal sum is $5,000	$10,000
Hip Joint	$150.00	$300.00
Knee Joint (except patella)	75.00	150.00
Bone or Bones of Foot (except toes)	75.00	150.00
Ankle Joint	75.00	150.00
Wrist Joint	62.50	125.00
Elbow Joint	50.00	100.00
Shoulder Joint	37.50	75.00
Bone or Bones of Hand (except fingers)	25.00	50.00
Collar Bone	25.00	50.00
One or more fingers or toes	12.50	25.00
For Loss by Removal:		
Of one or more entire toes	100.00	200.00
Of one or more fingers (at least one entire phalanx)	75.00	150.00
For a Hospital-confining Injury, except as an Outpatient.	25.00	50.00

Coverage C - Total Disability - [Unlimited Period][6]

To pay weekly indemnity at the rate stated in the schedule for the period of continuous total disability of the insured which shall result directly and independently of all other causes from bodily injury caused by accident and sustained by the insured while in or upon or while entering into or alighting from, or through being struck by, an automobile, provided (1) such disability shall commence within twenty days after the date of the accident, and (2) any disability during the period of fifty-two weeks from its commencement shall be deemed total disability only if it shall continuously prevent the insured from performing every duty pertaining to his occupation and (3) any disability after said fifty-two weeks shall be deemed total disability only if it shall continuously prevent the insured from engaging in any occupation or employment for wage or profit.

Coverage D - Total Disability - [Maximum 200 Weeks][6]

To pay weekly indemnity at the rate stated in the schedule for the period of continuous total disability of the insured which shall result directly and independently of all other causes from bodily injury caused by accident and sustained by the insured while in or upon or while entering into or alighting from, or through being struck by, an automobile, provided (1) such disability shall commence within twenty days after the date of the accident, and (2) any disability during the period of fifty-two weeks from its commencement shall be deemed total disability only if it shall continuously prevent the insured from performing every duty pertaining to his occupation, and (3) any disability after said fifty-two weeks shall be deemed total disability only if it shall continuously prevent the insured from engaging in any occupation or employment for wage or profit and (4) the weekly indemnity for total disability as provided herein above shall in no event extend beyond a period of 200 consecutive weeks from the date of commencement of disability as provided above.

2. **Definition of Insured**

With respect to the insurance for death indemnity and total disability, the unqualified word "insured" means the person or persons so designated for each such coverage in the schedule. 8

3. **Automobile Defined**

With respect to this insurance the word "automobile" means a land motor vehicle or trailer not operated on rails or crawler-treads, but does not mean: (1) a farm type tractor or other equipment designed for use principally off public roads, except while actually upon public roads, or (2) a land motor vehicle or trailer while located for use as a residence or premises and not as a vehicle.

4. **Policy Period, Territory**

This insurance applies only to accidents which occur during the policy period within the United States of America, its territories or possessions, or Canada.

Exclusions

This insurance does not apply:

(a) to bodily injury or death sustained in the course of his occupation by any person while engaged (1) in duties incident to the operation, loading or unloading of, or as an assistant on, a public or livery conveyance or commercial automobile, or (2) in duties incident to the repair or servicing of automobiles;

(b) to loss caused by or resulting from disease except pus forming infection which shall occur through bodily injury to which this insurance applies;

(c) to suicide, sane or insane, or to any attempt thereat;

(d) to injury or death 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.

Conditions

[Conditions 1, 2, 3, 7 and 8 apply to all coverages, The other conditions apply only to the coverages noted thereunder.][4]

1. **Policy Provisions.** None of the insuring agreements, exclusions or conditions of this policy shall apply to the insurance afforded by this endorsement except the conditions "Notice of Accident", "Action Against Company (Medical Expense and Income Loss Benefits)", "Changes", "Assignment", "Cancellation" and "Declarations Page".

2. **Notice of Claim.** When [loss][10] covered hereunder occurs, written notice thereof shall be given by or on behalf of the insured or the beneficiary to the company or any of its authorized agents as soon as practicable.

3. **Proof of Claim; Medical Reports.** As soon as practicable, the injured person, or the beneficiary in the event of death, or someone on his behalf, shall give to the company written proof of claim, under oath if required; and shall after each request from the company execute authorization to enable the company to obtain medical reports and copies of records.

   Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within fifteen days after receiving notice of claim.

   The injured person shall submit to physical examination by physicians selected by the company when as often as the company may reasonably require.

4. **Payment of Death [Indemnity/Benefits][3]; Autopsy. Coverage A hereof.** If the decedent insured is survived by a spouse who was a resident of the same household at the time of the accident, [the death benefit] [indemnity for death][3] is payable to such spouse; otherwise, [if the decedent insured was a minor, [the death benefit] [indemnity for death][3] is payable to any parent thereof who was a resident of the same household at the time of the accident; otherwise [the death benefit] [indemnity of death][3] is payable][11] to the decedent insured's estate.

   The company shall have the right and opportunity to make an autopsy where it is not forbidden by law.

5. **Payment of Indemnity. Coverage C and D hereof.** Weekly Indemnity for total disability is payable to the insured who is disabled. Subject to proof of claim, accrued weekly indemnity is payable every four weeks and any balance at termination of the disability period for which the company is liable.

6. **Beneficiary. Coverage A hereof.** Consent of beneficiary is not requisite to cancellation, assignment, change of beneficiary, or any other change in the policy or in this endorsement.

7. **Death of Named Insured.** If the named insured dies, any insurance afforded under this endorsement with respect to any surviving insured shall be continued while the policy is in effect. 12

8. **Other Insurance.** If any insured under this endorsement also is an insured under another endorsement of the same kind, issued by the company for attachment to a liability policy, any payment for loss under such other endorsement shall serve to reduce, to the extent of such payment, the company's obligation under this endorsement as respects any loss to such insured, and the company will return the premium paid for such duplication of the insurance hereunder. 13

General Instructions

1. (a) Coverages B, C, and D, or any of them, may be omitted.

   (b) If Coverage B is included, division (2) thereof may be omitted.

   (c) If any such coverage or division thereof is omitted, all other provisions of the policy or endorsement which relate solely and specifically to such omitted coverage or division should be omitted from the printed policy or endorsement form.

2. The several parts of the form, viz. "Insuring Agreements", "Exclusions", "Conditions" and "Declarations" may appear in the policy or endorsement in such sequence as the company may elect, and the sequence and arrangement of the several provisions of those parts are also optional with the company.

3. The descriptive headings of the parts of the form (as quoted above) and of the coverages (such as "Death Indemnity", "Total Disability", etc.) are standard expressions which may not be amended or omitted, but all other identifying or indexing designations (such as "Coverage A", "Automobile Defined", "Cancellation", etc.) including literal or numerical designations or paragraphs or phrases, may be amended or omitted at the company's option. When such identifying or indexing designations, used for the purpose of reference in the text of the form, are amended or omitted, descriptive designations shall be substituted therefor.

Reference Notes

1. The insurer should use the first title for an endorsement drawn to include total disability coverage and death coverage and the other title for an endorsement drawn to include other disability coverage and death coverage.

2. Matter in brackets may be omitted when all of the coverages listed are to apply to each person designated as insured and the contents of this schedule may be condensed accordingly.

3. Use "Indemnity" if the first title is used for an endorsement; use "Benefit" if the second title is used for an endorsement, (See Reference Note 1.).

4. Matter in brackets may be included, omitted or amended at the option of the insurer.

5. When Coverage B is included single entries may be used to designate the Insured, Principal Sum and Premium against Coverage A and Coverage B.

6. Matter in brackets may be omitted if the policy or endorsement is drawn to include Coverage C or Coverage D but not both coverages.

7. The declarations may be omitted or amended at the option of the insurer.

8. Matter in brackets should be omitted unless total disability coverage is included in the policy or endorsement.

9. Matter in brackets should be omitted unless division (2) of Coverage B is included in the policy or endorsement.

10. The words "total disability or death" may be substituted when total disability coverage is afforded.

11. Matter in brackets may be omitted if children of an insured are not to be designated as insureds.

12. Matter in brackets may be amended editorially when incorporated in a policy form, to conform to the policy language.

13. Matter in brackets may be omitted at the option of the insurer.

FAMILY AUTOMOBILE FORM

EXTENDED NON-OWNED AUTOMOBILE COVERAGE

(NAMED INSURED OR RELATIVE)

SCHEDULE

The insurance afforded under this endorsement because of naming herein any individual is only with respect to such of the following coverages as are indicated by specific premium charge or charges.

Name of Individual

	Premium
Coverage A:	$
Coverage B:	$
Coverage C:	$
Total Premium:	$

Note: The individual named must be either the insured named in Item 1 of the policy declarations, his spouse or a relative of either resident in the same household.

It is agreed that:

1. Such insurance as is afforded under Part I of the policy with respect to a non-owned automobile applies to any automobile or trailer, subject to the following provisions:

   (a) The following are the only insureds under this endorsement:

      (1) the individual named in the schedule and his spouse if a resident of the same household,

      (2) any other person or organization not owning or hiring the automobile or trailer, but only with respect to his or its liability because of acts or omissions of an insured under (1) above.

   (b) Exclusion (a) of Part I of the policy does not apply and exclusion (h) is amended to read:

(h) to any automobile or trailer while maintained or used by any person while such person is employed or otherwise engaged in

(1) the automobile business of the insured or of any other person or organization,

(2) any other business or occupation of the insured, but this exclusion (h)(2) does not apply to an automobile operated or occupied by the insured or by his private chauffeur or domestic servant, or a trailer used therewith or with an owned automobile.

2. For the purposes of this endorsement, the Part II definition of "injured person" is amended as follows:

"injured person" means

(a) the named insured or any relative who sustains bodily injury while occupying an automobile furnished for the regular use of the named individual or spouse;

(b) the named individual or spouse who sustains bodily injury while occupying an automobile furnished for the regular use of such named insured or a relative;

(c) any other person who sustains bodily injury while occupying a non-owned automobile furnished for the regular use of the named individual or spouse if the bodily injury results from (1) the operation or occupancy by such named individual or spouse or (2) the operation on their behalf by their private chauffeur or domestic servant, provided:

(i) Exclusion (e) of Part II of the policy is deleted and replaced by the following:

(e) to bodily injury sustained by the named insured or any relative while occupying any motor vehicle owned by such named insured or relative and which is not an insured motor vehicle.

(ii) the insurance under this paragraph does not apply to bodily injury sustained by any person

(1) resulting from the maintenance or use of an automobile or trailer by such person while employed or otherwise engaged in the automobile business, or

(2) resulting from the maintenance or use of an automobile or trailer by such person while employed or otherwise engaged in any other business or occupation, unless

the bodily injury results from the operation or occupancy of an automobile by such named individual or spouse or by the private chauffeur or domestic servant of either, or of a trailer used therewith or with an insured motor vehicle.

3. The insurance under this endorsement does not apply to any automobile or trailer owned by such named individual or a member of the same household other than a private chauffeur or domestic servant of such named individual or spouse.

AUTOMOBILE

SUSPENSION OF INSURANCE

It is agreed that except with respect to maintenance and testing the automobile on the insured's premises, the insurance afforded with respect to the coverages and automobiles indicated below by (x) is suspended in accordance with the request of the insured named in Item 1 of the declarations of the policy, as of the effective date.

The insurance will be reinstated upon request of such insured effective not earlier than the receipt of such request by the company or any of its authorized agents.

Upon reinstatement of the insurance suspended hereby, or upon expiration of the policy during the period of suspension, such insured shall, if a period of suspension is at least thirty consecutive days, be entitled to a return of premium for the period of suspension computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to such insurance.

COVERAGES AND AUTOMOBILES SUSPENDED

Coverage	(a) All Insurance	(b) All Automobiles Owned by the Named Insured During the Policy Period	(c) Automobiles Designated Below
Bodily Injury Liability	( )	( )	( )
Property Damage Liability	( )	( )	( )
Medical Expense Benefits	( )		( )
Income Loss Benefits	( )		( )
Collision	( )	( )	( )
Uninsured Motorists	( )		( )

[Such insurance as has been afforded for "Use of Other Automobiles" under Insuring Agreement V or any endorsement made a part of the policy shall continue in effect during the period of suspension under those coverages for which (b) above is indicated by (x).][1]

Designation of Automobile:

NOTE: 1. The matter in brackets is to be included when this endorsement is used with a Basic policy.

Instruction

If it is intended to suspend Medical Expense and Income Loss Benefits or Uninsured Motorist Coverage with respect to all owned automobiles, these coverages must be suspended entirely by inserting an (x) next to the coverage under column (a).

FAMILY AUTOMOBILE FORM

VIRGINIA AMENDATORY ENDORSEMENT

It is agreed that:

PART I

1. The first paragraph of "Persons Insured" is amended to read:

Persons Insured

The following are insureds under Part I:

(a) with respect to the owned automobile,

(1) the named insured and any resident of the same household,

(2) any other person using such automobile with the permission of the named insured, provided his actual operation or (if he is not operating) his other actual use thereof is within the scope of such permission, and

(3) any other person or organization but only with respect to his or its liability because of acts or omissions of an insured under (a) (1) or (2) above;

(b) with respect to a non-owned automobile,

(1) the named insured,

(2) any relative, but only with respect to a private passenger automobile or trailer,

provided his actual operation or (if he is not operating) the other actual use thereof is with the permission, or reasonably believed to be with the permission, of the owner and is within the scope of such permission, and

(3) any other person or organization not owning or hiring the automobile, but only with respect to his or its liability because of acts or omissions of an insured under (b) or (2) above.

2. The definition of "owned automobile" is amended to read:

"owned automobile" means

(a) a private passenger, farm or utility automobile described in this policy for which a specific premium charge indicates that coverage is afforded,

(b) a trailer owned by the named insured,

(c) a private passenger, farm or utility automobile ownership of which is acquired by the named insured during the policy period, provided

(1) it replaces an owned automobile as defined in (a) above, or

(2) the company insures all private passenger, farm and utility automobiles owned by the named insured on the date of such acquisition and the named insured notifies the company during the policy period or within 30 days after the date of such acquisition of his election to make this and no other policy issued by the company applicable to such automobile, or

(d) a temporary substitute automobile;

3. The definition of "temporary substitute automobile" is amended to read:

"temporary substitute automobile" means any automobile or trailer, not owned by the named insured, while temporarily used with the permission of the owner as a substitute for the owned automobile or trailer when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;

4. The definition of "farm automobile" is amended to read:

"farm automobile" means an automobile of the truck type not used for business or commercial purposes other than farming;

5. The definition of "utility automobile" is amended to read:

"utility automobile" means an automobile, other than a farm automobile, of the pick-up body, sedan delivery or panel truck type not used for business or commercial purposes;

6. Exclusion (g) and (h) are amended and a new exclusion is added to read:

(This policy does not apply under Part I:)

(g) to any automobile or trailer while maintained or used by any person while such person is employed or otherwise engaged in the automobile business to the extent that the limits of liability for this policy exceed the limits of liability required by the Virginia financial responsibility law, but this exclusion (g) does not apply to the maintenance or use of an owned automobile by

(1) the named insured; or

(2) directors, stockholders, partners, agents or employees of the named insured; or

(3) a resident of the same household as a person described in (1) or (2) above.

(h) to a non-owned automobile while maintained or used by any person while such person is employed or otherwise engaged in any business or occupation of the insured, except the automobile business, but this exclusion (h) does not apply to a private passenger automobile operated or occupied by the named insured or by his private chauffeur or domestic servant, or a trailer used therewith or with an owned automobile.

(j) to the ownership, maintenance, operation, use, loading or unloading of an automobile ownership of which is acquired by the named insured during the policy period or any temporary substitute automobile therefor, if the named insured has purchased other automobile liability insurance applicable to such automobile for which a specific charge has been made.

PART II

The Expenses For Medical Services portion of the policy is deleted in its entirety and replaced by the following:

When a specific premium charge is shown in the declarations for Section I and/or Section II, the company agrees with the named insured, subject to all the provisions of the policy except as modified herein, as follows:

Section I
Medical Expense Benefits

The company will pay, in accordance with Sections 38.2-2201 or 46.2-465 of the Code of Virginia, to or on behalf of each injured person, medical expense benefits as a result of bodily injury caused by accident and arising out of the ownership, maintenance or use of a motor vehicle as a motor vehicle.

Exclusions

This insurance does not apply:

(a) to bodily injury sustained by any person who intentionally causes injury to himself;

(b) to bodily injury sustained by any person to the extent that benefits therefore are in whole or in part payable under any workmen's compensation law, employer's disability benefits law or any other similar law;

(c) to bodily injury sustained while occupying the insured motor vehicle while used as a public or livery conveyance, but this exclusion does not apply with respect to any insured motor vehicle designated in the policy as a public or livery conveyance;

(d) to bodily injury sustained by any person while occupying a motor vehicle, unless such person has or reasonably believes he has the permission of the owner to use such motor vehicle and the use is within the scope of such permission;

(e) to bodily injury sustained by the named insured or any relative while occupying any motor vehicle owned by or furnished or available for the regular use of such named insured or relative and which is not an insured motor vehicle;

(f) to bodily injury due to war whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident to any of the foregoing.

Definitions

The definitions under Part I of the policy apply to Part II except as modified herein:

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

"injured person" means

(a) the named insured or any relative who sustains bodily injury while occupying a motor vehicle, or if struck by a motor vehicle while not occupying a motor vehicle;

(b) any other person who sustains bodily injury while occupying

(1) the insured motor vehicle;
(2) a non-owned automobile which the named insured or relative is operating; or
(3) a temporary substitute automobile;

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

(a) the named insured is the owner; and

(b) the bodily injury liability or the property damage liability insurance of the policy applies; and

(c) the insurance under this coverage applies and for which a specific premium has been charged;

"medical expense" means all reasonable and necessary expenses for medical, hospital, chiropractic, x-ray, professional nursing, dental, surgical, ambulance, prosthetic and rehabilitation services, and funeral expenses, incurred within three years after the date of the accident;

"medical expense insurance" means any motor vehicle insurance providing benefits for medical expenses without regard to fault;

"motor vehicle" means a self-propelled land motor vehicle or trailer other than (1) a farm type tractor or other self-propelled equipment designed for use principally off public roads, while not upon public roads, (2) a vehicle operated on rails or crawler treads, or (3) a vehicle located for use as a residence or premises;

"named insured" means the individual or organization named in Item 1 of the declarations;

"non-owned automobile" means a motor vehicle which is not

(a) used as a public or livery conveyance; or
(b) owned by or furnished or available for the regular use of either the named insured or any relative; or
(c) a temporary substitute automobile;

"occupying" means in or upon or entering or alighting from;

"relative" means a person related to the named insured by blood, marriage or adoption, including wards or foster children, who is a resident of the same household as the named insured.

Limits of Liability

Regardless of the number of:

1. persons or organizations who are insureds under this policy,

2. persons who sustain bodily injury, or

3. claims made or suits brought on account of bodily injury,

the company's liability for MEDICAL EXPENSE BENEFITS to or on behalf of any one person who sustains bodily injury shall not exceed:

(a) the limit of liability for Medical Expense Benefits stated in the declarations as applicable to each injured person when there is only one insured motor vehicle; or

(b) the sum of the highest limits of liability for Medical Expense Benefits stated in the declarations as applicable to each injured person for each insured motor vehicle up to a maximum of 4, when the medical expense costs incurred by the injured person exceed the limit of liability for any one vehicle so insured.

If other valid and collectible medical expense insurance is applicable to the bodily injury of an injured person, the benefits shall be paid according to the following order of priority:

(a) the medical expense insurance of the owner of the motor vehicle the injured person was occupying at the time of the accident.

(b) the medical expense insurance of the operator of the motor vehicle the injured person was occupying at the time of the accident.

(c) the medical expense insurance of the injured person.

However, in no event shall any injured person collect more than his actual medical expense incurred as a result of an accident from this or any other motor vehicle insurance policy or combination of such policies providing medical expense insurance applicable to such accident.

Section II
Income Loss Benefits

The company will pay, in accordance with Sections 38.2-2201 or 46.2-465 of the Code of Virginia, to or on behalf of each injured person, income loss benefits as a result of bodily injury caused by accident and arising out of the ownership, maintenance or use of a motor vehicle as a motor vehicle.

Exclusions

The exclusions contained in Section I also apply to Section II and the insurance under Section II does not apply to bodily injury sustained by any person in the course of his occupation while engaged (1) in duties incident to the operation, loading or unloading of, or as an assistant on a public or livery conveyance or commercial automobile, or (2) in duties incident to the repair or servicing of automobiles.

Definitions

The definitions under Section I apply to Section II and under Section II:

"income loss" means an amount equal to the loss of income incurred by an injured person 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.

"income loss insurance" means any motor vehicle insurance providing benefits for income loss.

Limits of Liability

Regardless of the number of:

1. persons or organizations who are insureds under this policy,

2. persons who sustain bodily injury, or

3. claims made or suits brought on account of bodily injury,

the company's liability for INCOME LOSS BENEFITS to or on behalf of any one person who sustains bodily injury in any one motor vehicle accident shall not exceed:

(a) $100 per week for income loss when there is only one insured motor vehicle, or

(b) $100 per week for income loss, multiplied by the number of insured motor vehicles up to a maximum of 4, when the income loss incurred by the injured person exceeds the limit of liability for any one vehicle so insured.

In no event shall the limit of liability exceed $400 per week for any one injured person in any one accident. Income loss is computed from the first work day lost as a result of the accident up to the date the injured person is able to return to his usual occupation or the date of death of such injured person, whichever occurs first.

If other valid and collectible income loss insurance is applicable to an injured person, the benefits shall be paid according to the following order of priority:

(a) the income loss insurance of the owner of the motor vehicle the injured person was occupying at the time of the accident;

(b) the income loss insurance of the operator of the motor vehicle the injured person was occupying at the time of the accident;

(c) the income loss insurance of the injured person.

However, in no event shall any injured person collect more than his actual income loss incurred as a result of an accident from this or any other motor vehicle insurance policy or combination of such policies providing income loss insurance applicable to such accident.

Any payments made by the company under this insurance shall be applied in reduction of the amount of damages which because of bodily injury sustained in the same accident, such injured person may be entitled to recover from the company under insurance afforded by this policy for bodily injury liability or protection against uninsured motorists.

CONDITIONS

The Conditions of the policy apply to Part II except as modified herein:

1. **Notice.** In the event of an accident, the company requires that written notice containing particulars sufficient to identify the 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 injured person to the company or any of its authorized agents as soon as practicable. The failure or refusal of the injured person to give such notice shall not relieve the company of its obligation to pay unless such failure or refusal

prejudices the company in establishing the validity of any claim under this coverage. If any injured person or his legal representative shall institute legal action to recover damages for bodily injury against a person or organization who is or may be liable to 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 injured person or his legal representative.

2. **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 insurance.

3. **Medical Reports; Proof of Claim.** As soon as practicable the 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 injured person shall submit to physical examinations by physicians selected by the company at the expense of the company when and as often as the company may reasonably require.

The injured person, or in the event of his incapacity or death, his legal representative, shall upon each request from the company execute authorization to enable the company to obtain medical reports, copies of records and information with respect to loss of income. The company may require that the injured person, as condition for receiving income loss benefits, cooperate in furnishing the company reasonable medical proof of his inability to work.

4. **Policy Period; Territory.** This insurance applies only to accidents which occur during the policy period within the United States of America, its territories or possessions, or Canada.

5. **Subrogation.** In the event of any payment under Section II - Income Loss Benefits, the company shall be subrogated to all the injured person's rights of recovery therefor against any person or organization and the injured person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The injured person shall do nothing after loss to prejudice such rights.

PART III

1. The Comprehensive insuring agreement is amended to read as follows:

Coverage D (1) - Comprehensive (excluding Collision)

To pay for loss caused other than by collision to the owned automobile or to a non-owned automobile. For the purpose of this coverage, breakage of glass and loss caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion, or colliding with a bird or animal, shall not be deemed to be loss caused by collision.

2. The preamble to the "Definitions" provisions is amended to read:

Definitions.

The definitions of "named insured", "relative", "temporary substitute automobile", "private passenger automobile", farm automobile", "utility automobile", "automobile business", "war", and "owned automobile" in Part I apply to Part III, but "owned automobile" does not include, under Part III, (1) a trailer owned by the named insured on the effective date of this policy and not described herein, or (2) a trailer ownership of which is acquired during the policy period unless the company insures all private passenger, farm and utility automobiles and trailers owned by the named insured on the date of such acquisition and the named insured notifies the company during the policy period or within 30 days after the date of such acquisition of his election to make this and no other policy issued by the company applicable to such trailer.

3. The definition of "insured" is amended to read:

"insured" means

(a) with respect to an owned automobile

(1) the named insured, and

(2) any person or organization (other than a person or organization employed or otherwise engaged in the automobile business or as a carrier or other bailee for hire) maintaining, using or having custody of said automobile with the express or implied permission of the named insured and within the scope of such permission;

(b) with respect to a non-owned automobile, the named insured and any relative while using such automobile, provided his actual operation or (if he is not operating) the other actual use thereof, is with the express or implied permission, or reasonably believed to be with the permission, of the owner and is within the scope of such permission.

4. Exclusion (c) is amended to read:

This policy does not apply under Part III

(c) to loss to a non-owned automobile arising out of its use by the insured while he is employed or otherwise engaged in the automobile business;

CONDITIONS

1. The "Premium" Condition is amended to read:

Premium

If the named insured disposes of, acquires ownership of, or replaces a private passenger, farm or utility automobile or, with respect to Part III, a trailer, any premium adjustment necessary shall be made as of the date of such change in accordance with the manuals in use by the company. The named insured shall, upon request, furnish reasonable proof of the number of such automobiles or trailers and a description thereof.

2. The "Assistance and Cooperation" Condition is amended to read:

Assistance and Cooperation of the Insured

Parts I and II - The insured shall cooperate with the company and upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of bodily injury, property damage or loss with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

Automobile

SPECIAL PACKAGE

MEDICAL EXPENSE AND INCOME LOSS BENEFITS ENDORSEMENT

(Virginia)

[The insurance afforded by this endorsement is only for the coverage indicated by a specific premium charge in the Declarations.] 1

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

SCHEDULE

Item I. Designation of Individual _____

Item II. The insurance afforded by this endorsement is only for the coverage indicated by a specific premium charge in the Schedule 2

COVERAGE	LIMIT OF LIABILITY	PREMIUM
Section I Medical Expense Benefits	As stated in Limit of Liability Provisions	$
Section II Income Loss Benefits	As stated in Limit of Liability Provisions	$
	TOTAL PREMIUM	$

SECTION I
MEDICAL EXPENSE BENEFITS

The company will pay, in accordance with Sections 38.2-2201 or 46.2-465 of the Code of Virginia, to or on behalf of each injured person, medical expense benefits as a result of bodily injury caused by accident and arising out of the ownership, maintenance or use of a motor vehicle as a motor vehicle.

Exclusions

This insurance does not apply:

(a) to bodily injury sustained by any person who intentionally causes injury to himself;

(b) to bodily injury sustained by any person to the extent that benefits therefore are in whole or in part payable under any workmen's compensation law, employer's disability benefits law or any other similar law;

(c) to bodily injury sustained while occupying the insured motor vehicle while used as a public or livery conveyance, but this exclusion does not apply with respect to any insured motor vehicle designated in the policy as a public or livery conveyance;

(d) to bodily injury sustained by any person while occupying a motor vehicle, unless such person has or reasonably believes he has the permission of the owner to use such motor vehicle and the use is within the scope of such permission;

(e) to bodily injury sustained by the named insured or any relative while occupying any motor vehicle owned by or furnished or available for the regular use of such named insured or relative and which is not an insured motor vehicle;

(f) to bodily injury due to war whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident to any of the foregoing.

Definitions

The definitions under Part I of the policy apply to this coverage except as modified herein:

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

"injured person" means

(a) the named insured or any relative who sustains bodily injury while occupying a motor vehicle, or if struck by a motor vehicle while not occupying a motor vehicle;

(b) any other person who sustains bodily injury while occupying

(1) the insured motor vehicle;
(2) a non-owned automobile which the named insured or relative is operating; or
(3) a temporary substitute automobile;

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

(a) the named insured is the owner; and

(b) the bodily injury liability or the property damage liability insurance of the policy applies; and

(c) the insurance under this coverage applies and for which a specific premium has been charged;

"medical expense" means all reasonable and necessary expenses for medical, hospital, chiropractic, x-ray, professional nursing, dental, surgical, ambulance, prosthetic and rehabilitation services, and funeral expenses, incurred within three years after the date of the accident;

"medical expense insurance" means any motor vehicle insurance providing benefits for medical expenses without regard to fault;

"motor vehicle" means a self-propelled land motor vehicle or trailer other than (1) a farm type tractor or other self-propelled equipment designed for use principally off public roads, while not upon public roads, (2) a vehicle operated on rails or crawler treads, or (3) a vehicle located for use as a residence or premises;

"named insured" [means the individual designated in the schedule of this endorsement and if not designated herein][2] means the individual or organization named in Item 1 of the declarations;

"non-owned automobile" means a motor vehicle which is not

(a) used as a public or livery conveyance; or
(b) owned by or furnished or available for the regular use of either the named insured or any relative; or
(c) a temporary substitute automobile;

"occupying" means in or upon or entering or alighting from;

"relative" means a person related to the named insured by blood, marriage or adoption, including wards or foster children, who is a resident of the same household as the named insured.

Limits of Liability

Regardless of the number of:

1. persons or organizations who are insureds under this policy,

2. persons who sustain bodily injury, or

3. claims made or suits brought on account of bodily injury,

the company's liability for MEDICAL EXPENSE BENEFITS to or on behalf of any one person who sustains bodily injury shall not exceed:

(a) the limit of liability for Medical Expense Benefits stated [in the schedule of this endorsement or][2] in the declarations as applicable to each injured person when there is only one insured motor vehicle; or

(b) the sum of the highest limits of liability for Medical Expense Benefits stated [in the schedule of this endorsement or][2] in the declarations as applicable to each injured person for each insured motor vehicle up to a maximum of 4, when the medical expense costs incurred by the injured person exceed the limit of liability for any one vehicle so insured.

If other valid and collectible medical expense insurance is applicable to the bodily injury of an injured person, the benefits shall be paid according to the following order of priority:

(a) the medical expense insurance of the owner of the motor vehicle the injured person was occupying at the time of the accident.

(b) the medical expense insurance of the operator of the motor vehicle the injured person was occupying at the time of the accident.

(c) the medical expense insurance of the injured person.

However, in no event shall any injured person collect more than his actual medical expense incurred as a result of an accident from this or any other motor vehicle insurance policy or combination of such policies providing medical expense insurance applicable to such accident.

SECTION II

INCOME LOSS BENEFITS

The company will pay, in accordance with Sections 38.2-2201 or 46.2-465 of the Code of Virginia, to or on behalf of each injured person, income loss benefits as a result of bodily injury caused by accident and arising out of the ownership, maintenance or use of a motor vehicle as a motor vehicle.

Exclusions

The exclusions contained in Section I also apply to Section II and the insurance under Section II does not apply to bodily injury sustained by any person in the course of his occupation while engaged (1) in duties incident to the operation, loading or unloading of, or as an assistant on a public or livery conveyance or commercial automobile, or (2) in duties incident to the repair or servicing of automobiles.

Definitions

The definitions under Section I apply to Section II and under Section II:

"income loss" means an amount equal to the loss of income incurred by an injured person 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.

"income loss insurance" means any motor vehicle insurance providing benefits for income loss.

Limits of Liability

Regardless of the number of:

1. persons or organizations who are insureds under this policy,

2. persons who sustain bodily injury, or

3. claims made or suits brought on account of bodily injury,

the company's liability for INCOME LOSS BENEFITS to or on behalf of any one person who sustains bodily injury in any one motor vehicle accident shall not exceed:

(a) $100 per week for income loss when there is only one insured motor vehicle, or

(b) $100 per week for income loss, multiplied by the number of insured motor vehicles up to a maximum of 4, when the income loss incurred by the injured person exceeds the limit of liability for any one vehicle so insured.

In no event shall the limit of liability exceed $400 per week for any one injured person in any one accident. Income loss is computed from the first work day lost as a result of the accident up to the date the injured person is able to return to his usual occupation or the date of death of such injured person, whichever occurs first.

If other valid and collectible income loss insurance is applicable to an injured person, the benefits shall be paid according to the following order of priority:

(a) the income loss insurance of the owner of the motor vehicle the injured person was occupying at the time of the accident;

(b) the income loss insurance of the operator of the motor vehicle the injured person was occupying at the time of the accident;

(c) the income loss insurance of the injured person.

However, in no event shall any injured person collect more than his actual income loss incurred as a result of an accident from this or any other motor vehicle insurance policy or combination of such policies providing income loss insurance applicable to such accident.

Any payments made by the company under this insurance shall be applied in reduction of the amount of damages which because of bodily injury sustained in the same accident, such injured person may be entitled to recover from the company under insurance afforded by this policy for bodily injury liability or protection against uninsured motorists.

CONDITIONS

The Conditions of the policy apply to this coverage except as modified herein:

1. **Notice.** In the event of an accident, the company requires that written notice containing particulars sufficient to identify the 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 injured person to the company or any of its authorized agents as soon as practicable. The failure or refusal of the injured person to give such notice shall not relieve the company of its obligation to pay unless such failure or refusal prejudices the company in establishing the validity of any claim under this coverage. If any injured person or his legal representative shall institute legal action to recover damages for bodily injury against a person or organization who is or may be liable to 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 injured person or his legal representative.

2. **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 insurance.

3. **Medical Reports; Proof of Claim.** As soon as practicable the 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 injured person shall submit to physical examinations by physicians selected by the company at the expense of the company when and as often as the company may reasonably require.

The injured person, or in the event of his incapacity or death, his legal representative, shall upon each request from the company execute authorization to enable the company to obtain medical reports, copies of records and information with respect to loss of income. The company may require that the injured person, as condition for receiving income loss benefits, cooperate in furnishing the company reasonable medical proof of his inability to work.

4. **Policy Period; Territory.** This insurance applies only to accidents which occur during the policy period within the United States of America, its territories or possessions, or Canada.

5. **Subrogation.** In the event of any payment under Section II - Income Loss Benefits, the company shall be subrogated to all the injured person's rights of recovery therefor against any person or organization and the injured person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The injured person shall do nothing after loss to prejudice such rights.

Notes:

1. Matter in brackets should be omitted when the "Schedule" is included in this endorsement.

2. Matter in brackets should be omitted when limits and premiums are displayed in the Declarations.

INSTRUCTION

This endorsement is to be attached to the Special Package Automobile Policy where the named insured requests coverages providing medical expense or income loss benefits or both pursuant to Sections 38.2-2201 or 46.2-465 of the Code of Virginia.

AUTOMOBILE

NAMED NON-OWNER COVERAGE

This coverage is subject to all the provisions of the policy with respect to individuals and coverages indicated in the declarations except as modified below:

A. Definitions:

When used in this endorsement:

"**owned automobile**" means a private passenger, farm or utility automobile, ownership of which is acquired by the named insured during the policy period, provided the named insured notifies the company within 30 days after the date of acquisition, but this insurance does not apply if other insurance applies to the named insured with respect to the newly acquired automobile.

[B. Part I, Liability][2]

The definition of "Persons Insured" as used in Part I, Liability, is replaced by the following:

"**Persons Insured**" means:

(a) the named insured or any other individual named in the declarations for the maintenance or use of any automobile or trailer,

(b) any other person using an owned automobile with the permission of the named insured provided his or her actual operation or (if he or she is not operating) the other actual use thereof is within the scope of such permission, and

(c) for any automobile or trailer, other than the owned automobile, any person or organization but only with respect to legal responsibility for acts or omissions of the named insured or any individual listed in the declarations for whom coverage is afforded under this Part. This provision applies only if the person or organization does not own or hire the automobile or trailer.

[C. Part II, Medical Expense and Income Loss Benefits][2]

The definition of "injured person" is deleted and replaced by the following:

"**injured person**" means

(a) the named insured or any other individual named in the declarations, while occupying or as a pedestrian when struck by a motor vehicle.

(b) any other person while occupying an insured motor vehicle.

[D. Part IV, Protection Against Uninsured Motorists][2]

1. The definition of Insured as used in Part IV, Protection Against Uninsured Motorists, is replaced by the following:

   "Insured" means:

   (a) the named insured or any other individual listed in the declarations,

   (b) any other person while occupying an insured automobile,

   (c) any person, with respect to damages he or she is entitled to recover because of bodily injury to which this coverage applies sustained by a person described in (a) or (b) above.

2. The definition of "uninsured automobile" as used in Part IV, Protection Against Uninsured Motorists, is replaced by the following:

   "**uninsured automobile**" means a land motor vehicle or trailer of any type:

   (a) to which there is no bodily injury liability bond or policy applicable at the time of the accident or to which there is, in at least the amounts specified by the financial responsibility law of the state in which the insured resides, no bodily injury liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such automobile, or with respect to which there is a bodily injury liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder or is or becomes insolvent;

   (b) which is a hit-and-run vehicle whose owner or operator cannot be identified and which hits: (1) the named insured or any other individual named in the declarations; (2) an automobile which the named insured or any other individual named in the declarations is occupying; or (3) the owned automobile.

Notes:
1. The use of a schedule and arrangement of the matter in brackets are optional with the company provided that the substance of the matter is included either in a different form or schedule or elsewhere in the policy, using appropriate connective language.

2. Matter in brackets may be omitted at the option of the company.

AUTOMOBILE

MISCELLANEOUS TYPE VEHICLE ENDORSEMENT

This coverage is subject to all of the provisions of the policy with respect to the miscellaneous type vehicles and coverages described in the declarations, except as modified below:

A. Definitions

For the purpose of the coverage provided by this endorsement:

"miscellaneous type vehicle" means:

(a) a motorcycle, motorhome, golf cart or other similar type vehicle; or

(b) a private passenger automobile owned jointly by two or more resident relatives other than husband and wife.

"owned automobile" means:

(a) any miscellaneous type vehicle described in the declarations for which a specific premium charge indicates that coverage is afforded.

(b) any miscellaneous type vehicle of the same type described in the declarations or a private passenger, farm or utility automobile ownership of which is acquired by the named insured during the policy period, provided:

(1) it replaces an owned automobile as defined in (a) above, or

(2) the company insures all miscellaneous type vehicles, private passenger, farm or utility automobiles owned by the named insured on the date of such acquisition and the named insured notifies the company within 30 days after the date of such acquisition of his or her election to make this and no other policy issued by the company applicable to such automobile or vehicle.

(c) any trailer.

(d) any miscellaneous type vehicle or automobile while temporarily used with the permission of the owner as a substitute for the owned automobile or trailer when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction.

[B. Part I, Liability][1]

1. For the purposes of this endorsement, references to the term "non-owned automobile" in Part I, Liability are deleted.

2. The provision entitled "Persons Insured" as used in Part I, Liability is replaced by the following:

"Persons Insured"

The following are insureds, under Part I:

(a) the named insured,

(b) any other person using the owned automobile with the permission of the named insured provided his or her actual operation or (if he or she is not operating) his or her other actual use thereof is within the scope of such permission, and

(c) any other person or organization but only with respect to his, her or its liability because of acts or omissions of an insured under (a) or (b) above.

3. Exclusion [( )][2] under Part I, Liability is newly added:

[( )][2] to the ownership, maintenance or use of a motorized vehicle having less than 4 wheels other than a motorized vehicle having less than 4 wheels which is insured for Liability coverage under this endorsement.

[C. Part II, Medical Expense and Income Loss Benefits][1]

Exclusion [( )][2] under Part II, Medical Expense and Income Loss Benefits is newly added:

[( )][2] sustained while occupying a motorized vehicle having less than 4 wheels other than motorized vehicle having less than 4 wheels which is insured for Medical Expense and Income Loss Benefits under this endorsement.

[D. Part III, Physical Damage][1]

For the purposes of this endorsement, references to the term "non-owned automobile" in Part III, Physical Damge are deleted and the definition of "owned automobile" is replaced by the following:

"owned automobile" means:

(a) any miscellaneous type vehicle or trailer described in the declarations for which a specific premium charge indicates that coverage is afforded.

(b) any miscellaneous type vehicle of the same type described in the declarations, a trailer, or a private passenger, farm or utility automobile ownership of which is acquired by the named insured during the policy period, provided:

(1) it replaces an owned automobile as defined in (a) above, or the company insurers all miscellaneous type vehicles, trailers, private passenger, farm or utility automobiles owned by the named insured on the date of such acquisition, and

(2) the named insured notifies the company within 30 days after the date of such acquisition of his or her election to make this and no other policy issued by the company applicable to such automobile, vehicle or trailer.

Notes:

1. Matter in brackets may be deleted if the policy does not afford such coverage.

2. Matter in brackets may be completed by the appropriate reference at the option of the company.

3. The use of a schedule is optional with the company.

AUTOMOBILE

SNOWMOBILE ENDORSEMENT

This coverage is subject to all the provisions of the policy with respect to the snowmobiles and coverages described in the declarations except as modified below:

A. Definitions

For the purpose of the coverage provided by this endorsement:

The term "automobile" is replaced by the term "snowmobile" except for Protection Against Uninsured Motorists Coverage. In Protection Against Uninsured Motorists Coverage, the term uninsured automobile includes a snowmobile.

"snowmobile" means a land motor vehicle which is designed for use mainly off public roads on snow or ice or a trailer designed for being towed by, but not for transporting, such vehicle and as to which locomotion or propulsion is solely by means of wheels, crawler-type treads, belts or similar mechanical devices; but does not include any vehicle which is propelled by airplane type propellers or fans.

The term "owned automobile" is replaced by the term "owned snowmobile".

"owned snowmobile" means:

(a) a snowmobile described in the declarations for which a specific premium charge indicates that coverage is afforded.

(b) a snowmobile the ownership of which is acquired by the named insured during the policy period, provided:

(1) it replaces an owned snowmobile as defined in (a) above, or

(2) the company insures all snowmobiles owned by the named insured on the date of such acquisition, and the named insured notifies the company within 30 days after the date of such acquisition of his or her election to make this and no other policy issued by the company applicable to such snowmobile.

(c) a temporary substitute snowmobile.

The term "non-owned automobile" is replaced by the term "non-owned snowmobile".

"non-owned snowmobile" means a snowmobile not owned by or furnished for the regular use of either the named insured or any relative, other than a temporary substitute snowmobile.

The term "temporary substitute automobile" is replaced by the term "temporary substitute snowmobile".

"temporary substitute snowmobile" means a snowmobile not owned by the named insured or any resident of the same household while temporarily used with the permission of the owner as a substitute for the owned snowmobile when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction.

[B. Part I, Liability][3]

1. **Persons Insured**

The following are insureds under Part I:

(a) with respect to the owned snowmobile,

(1) the named insured and any resident of the same household,

(2) any other person using the owned snowmobile with the permission of the named insured, provided his or her actual operation or (if he or she is not operating) his or her other actual use thereof is within the scope of such permission, and

(3) any other person or organization but only with respect to his, her or its liability because of acts or omissions of an insured under (a) (1) or (2) above;

(b) with respect to a non-owned snowmobile,

(1) the named insured,

(2) any relative,

provided his or her actual operation or (if he or she is not operating) the other actual use thereof is with the permission, or reasonably believed to be with the permission, of the owner and is within the scope of such permission, and

(3) any other person or organization not owning or hiring the snowmobile, but only with respect to his, her or its liability because of acts or omissions of an insured under (b) (1) or (2) above.

The insurance afforded under Part I applies separately to each insured against whom claim is made or suit is brought, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

2. **Exclusions**

The following exclusions are added:

[(k)][2] to any snowmobile while rented or leased to any person or organization other than the named insured;

[(l)][2] to any snowmobile while being operated in, or while in practice or preparation for, any racing or speed contest regardless of whether such contest is prearranged or organized.

3. **Other Insurance**

The Other Insurance provision of Part I, Liability is replaced by the following:

If the insured has other insurance against a loss covered by Part I of this policy, this insurance shall be excess over any other valid and collectible insurance.

[C. Part II, Medical Expense and Income Loss Benefits][3]

1. The definition of "motor vehicle" is deleted and replaced by the following:

"motor vehicle" means a self-propelled land motor vehicle or trailer other than (1) a farm type tractor or other self-propelled equipment designed for use principally off public roads, while not upon public roads, (2) a vehicle operated on rails or crawler treads with the exception of snowmobiles, or (3) a vehicle located for use as a residence or premises;

2. **Exclusions**

The following exclusions are added:

[(g)][2] sustained while operating or occupying any snowmobile while rented or leased to any person or organization other than the named insured.

[(h)][2] sustained while a snowmobile is being operated in, or while in practice or preparation for, any racing or speed contest regardless of whether such contest is prearranged or organized.

2. For the purposes of this endorsement, the following condition is added to Part II, Medical Expense and Income Loss Benefits:

Other Insurance

If there is other medical expense and income loss benefits insurance against a loss covered by Part II of this policy, this insurance shall be excess over any other valid and collectible medical expense and income loss benefits insurance.

[D. Part III, Physical Damage][3]

1. For the purposes of this endorsement, the definition of "owned snowmobile" in Part III, Physical Damage is replaced by the following:

"owned snowmobile" means:

(a) a snowmobile described in the declarations for which a specific premium charge indicates that coverage is afforded.

(b) a snowmobile the ownership of which is acquired by the named insured during the policy period, provided:

(1) it replaces an owned snowmobile as defined in (a) above, or the company insures all snowmobiles owned by the named insured on the date of such acquisition, and

(2) the named insured notifies the company within 30 days after the date of such acquisition of his or her election to make this and no other policy issued by the company applicable to such snowmobile.

2. The following Exclusions under Part III, Physical Damage, are added:

[(i)][2] to any snowmobile while rented or leased to any person or organization other than the named insured.

[(j)][2] to any snowmobile while being operated in, or while in practice or preparation for, any racing or speed contest regardless of whether such contest is prearranged or organized.

[E. Part IV, Protection Against Uninsured Motorists][3]

Any coverage afforded by the policy for protection against uninsured motorists is amended as follows:

1. [Provision (b)][2] of the definition of "insured automobile" is replaced by the following:

[(b)][2] a snowmobile, the ownership of which is acquired by the named insured during the policy period, provided

(1) it replaces an insured snowmobile as defined in [(a)][2] above, or

(2) the company insures under this coverage all snowmobiles owned by the named insured on the date of such acquisition and the named insured notifies the company within 30 days after the date of such acquisition of his or her election to make the [Liability and Uninsured Motorists][2] Coverages under this and no other policy issued by the company applicable to such snowmobile.

2. [Provision (b)(4)][2] of the definition of "uninsured automobile" is replaced by the following:

   [(4)][2] a land motor vehicle or trailer if operated on rails or crawler-treads, except a snowmobile, or while located for use as a residence or premises and not as a vehicle, or

3. For the purpose of the coverage provided, [provision (b)(5)][2] of the definition of "uninsured automobile", is deleted.

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Notes:

1. The use of a schedule is optional with the company.
2. Matter in brackets may be replaced by appropriate reference at the option of the company.
3. Matter in brackets may be deleted if the policy does not afford such coverage.

Automobile

SPECIAL-PACKAGE

AMENDMENT OF SPECIAL-PACKAGE AUTOMOBILE POLICY - VIRGINIA

It is agreed that with respect to Part 1 of this policy:

1. The definition of "utility automobile" is amended to read:

   "utility automobile" means an automobile of the truck type not used for business or commercial purposes other than farming.

2. Exclusion (g) is deleted, exclusion (h) is amended, and two new exclusions are adds as follows:

   (This policy does not apply:)

   (Under the Liability Coverage and, except with respect to bodily injury or death through being struck by a highway vehicle, under the Accidental Death Benefits Coverage,)

   (h) to a non-owned automobile while maintained or used by any person while such person is employed or otherwise engaged in any business, except the automobile business, or occupation, but this exclusion does not apply to a private passenger automobile operated or occupied by the named insured or his private chauffeur or domestic servant, or a utility trailer used therewith;

   (Under the Liability Coverage,)

   to any automobile or trailer while maintained or used by any person while such person is employed or otherwise engaged in the automobile business to the extent that the limits of liability for this policy exceed the limits of liability required by the Virginia financial responsibility law, but this exclusion does not apply to the maintenance or use of an owned automobile by

(1) the named insured; or

(2) directors, stockholders, partners, agents or employees of the named insured; or

(3) a resident of the same household as a person described in (1) and (2) above.

Under the Accidental Death Benefits Coverage, except with respect to bodily injury or death through being struck by a highway vehicle,

to any automobile or trailer while maintained or used by any person while such person is employed or otherwise engaged in the automobile business, but this exclusion does not apply to the maintenance or use of an owned automobile

(1) by the named insured or a relative, or

(2) by any other insured in an automobile business in which the named insured has an interest as proprietor or partner;

Paragraph (A) of the "Limits of Liability" provision is amended to read as follows:

the limit for Liability Coverage stated in the declarations as applicable to "each occurrence" is the total limit of the company's liability for all damages as the result of any one occurrence; provided such limit of liability shall first be

(a) $_____ for all damages arising out of bodily injury sustained by one person as the result of any one occurrence,

(b) $_____ for all damages arising out of bodily injury sustained by two or more persons as the result of any one occurrence, and

(c) $_____ for all damages arising out of injury to or destruction of all property of one or more persons or organizations as the result of any one occurrence,

and such limits shall be supplemented by any amount remaining within the total limit stated in the declarations for "each occurrence";

3. The Other Insurance Provision of the Liability and Medical Expense Coverage is deleted and replaced by the following:

Liability Coverage

If the insured has other insurance against a loss to which the Liability Coverage applies, the company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss; provided, however, the insurance with respect to a temporary substitute or non-owned automobile shall be excess insurance over any other valid and collectible insurance and if the insured has other excess or contingent insurance applicable to loss arising out of the use of a temporary substitute or non-owned automobile, the company shall not be liable under this policy for a greater proportion of such loss than the amount which would have been payable under this policy, had no such other insurance existed, bears to the sum of said amount and the amounts which would have been payable under each other policy applicable to such loss, had each such policy been the only policy so applicable.

4. All reference to Medical Expense Coverage in the policy is deleted.

INSTRUCTION

This endorsement must be attached to all Special-Package Automobile Policies issued in Virginia but companies may at their option incorporate or overprint its provisions into the policy.

Automobile

SPECIAL PACKAGE

EXTENDED NON-OWNED AUTOMOBILE COVERAGE

(Named Insured or Relative)

(Virginia)

It is agreed that such insurance as is afforded under Part I of the policy for Liability applies to each person insured described below, subject to the following provisions:

1. **Persons Insured.** The following are insureds under this endorsement:

   (a) the individual named below and his spouse if a resident of the same household, but only with respect to his operation or occupancy of a non-owned automobile.

   (b) any other person or organization not owning or hiring such non-owned automobile but only with respect to his or its liability because of acts or omissions of an insured under (a) above.

2. Exclusions (f) and (h) of Part I of the policy do not apply to the insurance afforded under this endorsement.

It is also agreed that such insurance as is afforded under Section I of the Medical Expense and Income Loss Benefits Endorsement applies to each injured person described below, subject to the following provisions:

1. **Injured Person.** The following are insureds under this endorsement:

   (a) the individual named below and his spouse if a resident of the same household, but only with respect to his operation or occupancy of a non-owned automobile.

   (b) any other person or organization not owning or hiring such non-owned automobile but only with respect to his or its liability because of acts or omissions of an insured under (a) above.

2. Exclusion (e) of Section I of the Medical Expense and Income Loss Benefits Endorsement is deleted and replaced by the following:

   (e) to bodily injury sustained by the named insured or any relative while occupying any motor vehicle owned by such named insured or relative and which is not an insured motor vehicle.

It is agreed that such insurance as is afforded under Part I of the policy for Liability and Section I of the Medical Expense and Income Loss Benefits Endorsement applies to each person insured described below, subject to the following provision:

1. The term "non-owned automobile" is extended to include a private passenger or utility automobile furnished or available for the regular use of such named individual or spouse.

Name of Individual

NOTE: The individual named must be either the insured named in Item 1 of the policy declarations, his spouse or a relative of either, resident of the same household, who does not own an automobile.

AUTOMOBILE

SUSPENSION OF INSURANCE

It is agreed that as of the effective date hereof the insurance afforded with respect to the coverages and automobiles indicated below by (x) is suspended in accordance with the request of the insured named in Item 1 of the declarations of the policy.

The insurance will be reinstated upon request of such insured effective not earlier than the receipt of such request by the company or any of its authorized agents.

Upon reinstatement of the insurance suspended hereby, or upon expiration of the policy during the period of suspension, such insured shall, if a period of suspension is at least thirty consecutive days, be entitled to a return of premium for the period of suspension computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to such insurance.

COVERAGES AND AUTOMOBILES SUSPENDED

Coverage	(a) All Insurance	(b) All Automobiles Owned by the Named Insured During the Policy Period	(c) Automobiles Designated Below
Bodily Injury Liability	( )	( )	( )
Property Damage Liability	( )	( )	( )
Medical Expense Benefits	( )		( )
Income Loss Benefits	( )		( )
Collision	( )	( )	( )
Uninsured Motorists	( )		( )

[Such insurance as has been afforded for "Use of Other Automobiles" under Insuring Agreement V or any endorsement made a part of the policy shall continue in effect during the period of suspension under those coverages for which (b) above is indicated by (x).][1]

Designation of Automobile:

Instruction

If it is intended to suspend Medical Expense Benefits and/or Income Loss Benefits or Uninsured Motorist Coverage with respect to all owned automobiles, these coverages must be suspended entirely by inserting an (x) next to the coverage under column (a).

NOTE: 1. The matter in brackets is to be included when this endorsement is used with a Basic policy.