



ADDITIONAL PERSONAL INJURY PROTECTION ENDORSEMENT (NEW YORK)

Refer to Supplementary Declarations if information is not shown on this form.

We provide coverage under this endorsement subject to the *terms* contained in the *Business Automobile* Provisions.

AGREEMENT.

We the Company agree with *you* as named *insured*, subject to all of the provisions, exclusions and conditions of the **Mandatory Personal Injury Protection Endorsement (New York)**, not expressly modified in this endorsement as follows:

SCHEDULE (Added Limits applying to Personal Injury Protection Coverage)				
Description of Vehicle	With No Additional Death Benefits			Additional Death Benefits
	Limit of Benefits	Added Work Loss Value	Other Daily Expenses	Limit of Benefits

ADDITIONAL PERSONAL INJURY PROTECTION.

The Company will pay additional *first-party benefits* to reimburse for *extended economic loss* on account of *personal injuries* sustained by an *eligible injured person* and caused by an *accident* arising out of the use or operation of a *motor vehicle* or *motorcycle* during the policy period. This coverage only applies to *motor vehicle accidents* occurring within the United States of America, its territories or possessions, or Canada.

ELIGIBLE INJURED PERSON.

Subject to the exclusions and conditions set forth below, an *eligible injured person* is:

- (a) the named *insured* and any relative who sustains *personal injury* arising out of the use or operation of any *motor vehicle*;
- (b) the named *insured* and any relative who sustains *personal injury* arising out of the use or operation of any *motorcycle* while not *occupying a motorcycle*;
- (c) any other person who sustains *personal injury* arising out of the use or operation of the insured *motor vehicle* while *occupying* the insured *motor vehicle*; or
- (d) any other person who sustains *personal injury* arising out of the use or operation of any *motor vehicle* (other than a public or livery conveyance) while *occupying* such other *motor vehicle*, If such other *motor vehicle* is being operated by the named *insured* or any relative.

EXCLUSIONS.

This coverage does not apply to *personal injury* sustained by:

- (a) any person while *occupying a motor vehicle* owned by such person with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Reform Act is not in effect;
- (b) any person while *occupying*, or while a pedestrian through being struck by, a *motor vehicle* owned by the named *insured* with respect to which additional *personal injury* protection coverage is not provided under this policy;
- (c) any relative while *occupying*, or while a pedestrian through being struck by, a *motor vehicle* owned by such relative with respect to which additional *personal injury* protection coverage is not provided under this policy;

- (d) any New York State resident other than the named *insured* or relative injured through the use or operation of a *motor vehicle* outside of New York State if such resident is the owner of a *motor vehicle* for which the coverage required by the New York Comprehensive Motor vehicle Reparations Reform Act is not in effect;
- (e) any person while occupying a *motorcycle*;
- (f) any person who intentionally causes his own *personal injury*;
- (g) any person as a result of operating a *motor vehicle* while in an intoxicated condition or while his ability to operate such vehicle is impaired by the use of a drug (within the meaning of section 1192 of the New York Vehicle and Traffic law); or
- (h) any person while:
 - (i) committing an act which would constitute a felony, or seeking to avoid lawful apprehension or arrest by a law enforcement officer;
 - (ii) operating a *motor vehicle* in a race or speed contest;
 - (iii) operating or occupying a *motor vehicle* known by him to be stolen; or
 - (iv) repairing, servicing, or otherwise maintaining a *motor vehicle* if such conduct is within the course of a *business* of repairing, servicing or otherwise maintaining a *motor vehicle* and the injury occurs on the *business* premises.

ADDITIONAL FIRST PARTY BENEFITS.

Additional *first party benefits* are payments equal to *extended economic loss* reduced by:

- (a) 20% of the *eligible injured person's loss* of earnings from work, to the extent that the *extended economic loss* covered by this endorsement includes such *loss* of earnings;
- (b) amounts recovered or recoverable on account of *personal injury* to an *eligible injured person* under State or Federal laws providing social security disability or workers' compensation benefits or disability benefits under article 9 of the New York Workers' Compensation law, which amounts have not been applied to reduce *first-party benefits* recovered or recoverable under *basic economic loss*;
- (c) amounts recovered or recoverable by the *eligible injured person* for any element of *extended economic loss* covered by this endorsement under any mandatory source of first-party *automobile* no-fault benefits required by the laws of any state (other than the State of New York) of the United States of America, its possessions or territories, or by the laws of any province of Canada.

EXTENDED ECONOMIC LOSS.

Extended economic loss shall consist of the following:

- (a) *basic economic loss* sustained on account of an *accident* occurring within the United States of America, its possessions or territories, or Canada, which is not recovered or recoverable under a policy issued in satisfaction of the requirements of article 6 or 8 of the New York Vehicle and Traffic law and article 51 of the New York Insurance Law;
- (b) the difference between:
 - (i) basic economic loss; and
 - (ii) basic economic loss recomputed in accordance with the time and dollar limits set out in the declarations; and
- (c) an additional death benefit in the amount set out in the declarations.

TWO OR MORE MOTOR VEHICLES INSURED UNDER THIS POLICY.

The limit of liability under this endorsement applicable to injuries sustained by an *eligible injured person* while *occupying*, or while a pedestrian through being struck by, the insured *motor vehicle* shall be as stated in the declarations for that insured *motor vehicle*. The limit of liability for injuries covered by this endorsement and sustained by an *eligible injured person* while *occupying*, or while a pedestrian through being struck by, a *motor vehicle*, other than the insured *motor vehicle*, shall be the highest limit stated for this coverage in the declarations for any insured *motor vehicle* under this policy.

ARBITRATION.

In the event any person making a claim for additional *first-party benefits* and the Company do not agree regarding any matter relating to the claim, such person shall have the option of submitting such disagreement to arbitration pursuant to procedures promulgated or approved by the Superintendent of Insurance.

SUBROGATION.

In the event of any payment for *extended economic loss*, the Company is subrogated to the extent of such payments to the rights of the person to whom, or for whose benefit, such payments were made. Such person must execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing to prejudice such rights.

OTHER COVERAGE; NON-DUPLICATION.

The *eligible injured person* shall not recover duplicate benefits for the same elements of *loss* covered by this endorsement or any other optional first-party *automobile* or no-fault *automobile* insurance coverage.

If an *eligible injured person* is entitled to New York mandatory and additional *personal injury* protection benefits under any other policy, and if such *eligible injured person* is not entitled to New York mandatory *personal injury* protection benefits under this policy, then the coverage provided under the **Additional Personal Injury Endorsement (New York)** shall be excess over such other New York mandatory and additional *personal injury* protection benefits.

When coverage provided under this endorsement applies on an excess basis, it shall apply only in the amount by which the total limit of liability of New York mandatory and additional *personal injury* protection coverage available under this policy exceeds the total limit of liability for any other applicable New York mandatory and additional *personal injury* protection coverage.

Subject to the provisions of the three preceding paragraphs, if the *eligible injured person* is entitled to benefits under any other optional first-party *automobile* or no-fault *automobile* insurance for the same elements of loss covered by this endorsement, this Company shall be liable only for an amount equal to the proportion that the total amount available under this endorsement bears to the sum of the amounts available under this endorsement and such other optional insurance, for the same elements of *loss*.