

If there is other Personal Injury Protection insurance, the Pool will pay only its share. The Pool's share is the proportion that its Limit of Liability bears to the total of all applicable limits. However, any coverage the Pool provides with respect to a vehicle the Named Member does not own shall be excess over any other collectible Personal Injury Protection coverage.

F. PAYMENT PROVISIONPROVISION

Benefits payable under this coverage, including those for Loss of Income, are only payable within 30 days after satisfactory proof thereof is received by the Pool. Subject to such proof of claim:

1. Accrued Medical Expenses and benefits for Loss of Income are payable not more frequently than every two weeks;
2. Any benefits for a period of less than two weeks for which the company is liable are payable at termination of the disability period.

Payments will be made to the Person who is disabled or, if the disabled Person is an unemancipated minor, to the parent or guardian who has custody of such minor within 30 days after satisfactory proof of parentage or guardianship is received by the Pool.

G. ASSIGNMENT OF BENEFITS

Payments for medical benefits will be paid directly to a physician or other health care provider if the Pool receives a written assignment signed by the Covered Person to whom such benefits are payable.

H. ADDITIONAL DEFINITIONS

The following are added to the DEFINITIONS Section and have special meaning for Personal Injury Protection.

1. **Covered Auto** means an Auto which is:
 - a. Owned or leased by the Named Member; or
 - b. Temporarily used by the Named Member as a substitute for an Auto owned or leased by the Named Member that has been withdrawn from normal use because of its breakdown, repair, servicing, Loss or destruction; and

Liability coverage under this Coverage Document must apply to the Covered Auto.

Covered Auto shall not include:

- a. Any Auto while used as a livery or public conveyance, unless, prior to the Accident, such use is specifically declared and described in the CCD or otherwise approved in writing by the Pool;
- b. Any Auto which is not being used with the Named Member's permission; or the use of which is outside the scope of the Named Member's permission.

2. **Loss of Income** is the difference between:

- a. Income which would have been earned had the Covered Person not been injured; and
- b. The amount of income actually received from employment during the disability.

If the income being earned as of the date of Accident is a salary or fixed remuneration, it shall be used in determining the amount of income which would have been earned. Otherwise, the average monthly income earned during the period (not more than 12 months) preceding the Accident shall be used.

- 3. **Medical Expenses** means expenses for necessary medical, surgical, x-ray, and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.
- 4. **Occupying** means in, upon, getting in, on, out or off.
- 5. **Person** means a natural Person and not a corporation, partnership, association, organization or business name.