

****THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY****

MASSACHUSETTS - PERSONAL INJURY PROTECTION COVERAGE

This endorsement changes certain parts of *your* Auto Policy. Every coverage, *exclusion*, definition and rule that isn't changed by this endorsement remains the same.

Your Auto Policy is amended as follows:

THE COVERAGE PROVIDED BY THIS ENDORSEMENT DOES NOT INCLUDE PERSONAL INJURY PROTECTION FOR OWNERS, OPERATORS OR GUESTS OF OWNERS OR OPERATORS WHO INCUR BODILY INJURY WHILE OPERATING OR RIDING AS A GUEST ON A MOTORCYCLE.

PERSONAL INJURY PROTECTION COVERAGE

INSURING AGREEMENT

- A.** We will pay, in accordance with the Massachusetts General Laws, personal injury protection benefits to or for an *insured* who sustains *bodily injury*. The *bodily injury* must:
1. Be caused by an accident; and
 2. Arise out of the ownership, operation, maintenance, control or use of a *motor vehicle* as a vehicle.
- B.** Subject to the limit shown in the Declarations, personal injury protection benefits consist of the following:

1. Medical And Funeral Expenses

Payment for all reasonable expenses incurred within two years from the date of the accident for necessary:

- a. Medical, surgical, X-ray and dental services, including prosthetic devices; and
- b. Ambulance, hospital, professional nursing and funeral services.

However, we will only pay up to \$2,000 for necessary medical and funeral expenses described in **B.1.** above if, and to the extent that such expenses have been or will be compensated, paid or indemnified under any policy of health, sickness or disability insurance or any contract or agreement of any group, organization, partnership or corporation to provide, pay for or reimburse the cost of medical, hospital, dental or other health care services.

2. Loss Of Income

Any amounts actually lost by reason of inability to work and earn wages, salary or their equivalent, but not other income, that would otherwise have been earned in the normal course of the injured *insured's* employment.

- a. If an *insured* is entitled to wages, salary or their equivalent, under any program for continuation of such wages, salary or their equivalent, we will pay an amount that, together with any payments due under any program for continuation of wages, salary or their equivalent will provide 75% of the *insured's* average weekly wages or salary or their equivalent for the year immediately preceding the accident.
- b. If an *insured* is not entitled to wages, salary or their equivalent under any program for continuation of such wages, salary or their equivalent, we will pay 75% of an *insured's* average weekly wages or salary or their equivalent for the year immediately preceding the accident.

3. Replacement Services

Reasonable expenses made to others who are not members of the *insured's* household and reasonably incurred in obtaining from those others ordinary and necessary services that the *insured* would have performed:

- a. Without pay; and
- b. For the benefit of the *insured* and/or members of the *insured's* household.

EXCLUSIONS

- A.** We do not provide Personal Injury Protection Coverage for any *insured* for *bodily injury*:
1. Sustained while under the influence of alcohol or a narcotic drug as defined under Massachusetts law.
 2. Sustained while committing a felony or seeking to avoid lawful apprehension or arrest by a police officer.
 3. Sustained with the specific intent of causing injury or damage to himself, herself or others.
 4. Who is entitled to benefits under any workers' compensation law for the same injury.
 5. Sustained while operating or *occupying* a motorcycle, moped or similar type vehicle.
- B.** We do not provide Personal Injury Protection Coverage for *bodily injury* sustained by:
1. The *named insured* or any *family member* while *occupying*, or while a *pedestrian* struck by, any *motor vehicle* other than *your covered* auto for which the security required by the compulsory automobile insurance law of Massachusetts is in effect.
 2. Any person other than:
 - a. The *named insured* or any *family member*, or
 - b. A Massachusetts resident;if the accident occurs outside of Massachusetts.
 3. Any person who was driving or riding in or on a *motor vehicle* while the *motor vehicle*:
 - a. Was being operated in, or practicing or preparing for, any organized or unorganized race, speed contest or other similar competition, including but not limited to timed events, rallies, sports events or stunting activities; or
 - b. Was on a racetrack, test track or any other track or course of any kind.
- C.** We do not provide Personal Injury Protection Coverage for *bodily injury*:
1. Due to:
 - a. War (declared or undeclared);
 - b. Civil war;
 - c. Insurrection;
 - d. Rebellion or revolution; or
 - e. Any act or condition incident to any of the foregoing.
 2. Resulting from:
 - a. Radioactive;
 - b. Toxic;
 - c. Explosive; orother hazardous properties of nuclear material.

LIMIT OF LIABILITY

- A.** The limits of liability shown in the Declarations page for Personal Injury Protection Coverage is *our* maximum limit of liability for each *insured* injured in any one accident. This is the most we will pay regardless of the number of:
1. *Insureds*;
 2. Claims made;
 3. *Your covered autos* or premiums shown in the Declarations; or
 4. *Your covered autos* involved in the accident.

- B.** We will not make duplicate payment under this coverage for any element of loss:
1. For which payment has been made by or on behalf of persons or organizations who may be legally responsible; or
 2. To the extent that damages for expenses and loss are otherwise recoverable as a personal injury protection benefit in a court judgment or settlement.
- C.** We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any disability benefits law or similar law.
- D.** The amount of any *deductible* shown in the Declarations shall be deducted from the Limit of Liability shown in the Declarations Such *deductible* shall be applicable to:
1. The *named insured*; or
 2. The *named insured* and any *family member*, as shown in the Declarations.

OTHER INSURANCE

If there is other Personal Injury Protection Insurance, we will pay only *our* share of the loss. *Our* share is the proportion that *our* limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle *you* do not own, including any vehicle while used as a temporary substitute for *your covered auto*, shall be excess over any other collectible Personal Injury Protection Insurance.

PART III: TERMS AND CONDITIONS

WHAT TO DO AFTER AN OCCURRENCE OR LOSS

- **STEP TWO: NOTIFY US** is deleted and replaced by the following:
- **STEP TWO: NOTIFY US**

We must be notified as soon as practicable after the accident occurs, and in every case, within at least two years from the date of the accident. Notice must include a written description of the nature and extent of injuries sustained, treatment received and contemplated and such other information as may assist in determining the amount due and payable.

(a) Policy identification. Provide *us* with *your* auto policy number found on the Declarations Page.

(b) Names and addresses. Provide *us* with the names and addresses of the following people:

- *you*;
- anyone else involved in the accident or loss who is covered by this policy;
- anyone who was injured;
- anyone whose property was damaged; and
- any witnesses.

(c) Circumstances of the accident or loss. Tell *us* where, when and how the *occurrence* or loss happened.

In Case of Theft or a Hit-and-Run Driver

If the accident or loss involved theft or a hit-and-run driver, *you* must notify the police as soon as possible.

- **STEP FOUR: COOPERATE WITH OUR DEFENSE** is revised by the following:

1. **Help Us Substantiate Your Claim**

- (e) **Submit to physical examinations** is deleted and replaced by the following:

- (e) **Submit to physical examinations.** An *insured* must submit to physical examinations by physicians *we* select as often as may be reasonably required and will do all things necessary to enable *us* to obtain medical reports and other needed information to assist in determining the amounts due.

The following is added to **WHAT TO DO AFTER AN OCCURRENCE OF LOSS**

If an *insured* makes a claim for loss of income benefits, that *insured* must authorize *us* to:

1. Obtain details of all wage or salary payments, or their equivalent, paid to the *insured* by any employer in the year immediately preceding the date of accident, or earned by the *insured*; and
2. Make any reasonable necessary investigation as to whether or not such loss may be reduced as a result of any program calling for the continuance of such wage, salary or earnings during absence from work.

GLOSSARY

The **Glossary** section is amended for Personal Injury Protection Coverage as follows:

1. *Family member* is deleted and replaced by:

Family member means a person related to the *named insured* person by blood, marriage or adoption who is a resident of the *named insured's* household. This includes a ward or foster child.

2. *Trailer* is deleted and replaced by:

Trailer means any vehicle or object on wheels and having no motive power of its own, but which is drawn by, or used in combination with a *motor vehicle*. Such vehicle does not include:

- a. A pole dolly or pole dickey;
- b. A pair of wheels commonly used as an implement for other purposes than transportation;
- c. A portable, collapsible or separate two wheel tow dolly limited only to the purpose of transporting or towing a registered vehicle;
- d. Farm machinery or implements when used in connection with the operation of a farm or estate; or
- e. A vehicle when towed behind a farm tractor and used in connection with the operation of a farm or estate.

The following definitions are added:

1. *Occupying* means:

- a. In or upon,
- b. Entering into; or
- c. Alighting from.

2. *Your covered auto* means a *motor vehicle* owned by the *named insured*:

- a. To which *bodily injury* liability coverage of this policy applies and for which a specific premium is charged; and
- b. For which the *named insured* is required by the Massachusetts General Laws to maintain financial responsibility.

3. *Health benefits plan* means any policy of health, sickness or disability insurance or any contract or agreement of any group, organization, partnership, or corporation other than a government plan.

4. *Motor vehicle* means a:
 - a. Vehicle constructed and designed for propulsion by power other than muscular power including such vehicles when pulled or towed by another *motor vehicle*; or
 - b. *Trailer*.
 However, *motor vehicle* does not include:
 - a. Railroad and railway cars;
 - b. Trolley motor or trackless trolleys as defined under Massachusetts law;
 - c. Vehicles running only upon rails or tracks;
 - d. Vehicles used for other purposes than the transportation of property and incapable of being driven at a speed exceeding 12 miles per hour and which are:
 - (1) Used exclusively for the building, repair and maintenance of highways; or
 - (2) Designed especially for use elsewhere than on the traveled part of ways;
 - e. Wheelchairs owned and operated by invalids;
 - f. Vehicles which are operated or guided by a person on foot; or
 - g. Motorized bicycles.
5. *Named insured* means the person named in the Declarations.
6. *Pedestrian* includes persons operating bicycles tricycles and similar vehicles and persons on horse-back or in vehicles drawn by horses or other draft animals.
7. *Insured* means:
 - a. The *named insured* or any *family member*:
 - (1) While *occupying*; or
 - (2) Who is a *pedestrian* struck by; a *motor vehicle*.
 - b. Any other person:
 - (1) While *occupying*; or
 - (2) Who is a *pedestrian* struck by; *your covered auto*.

GENERAL CONDITIONS

The following Conditions are added with regard to Personal Injury Protection Coverage:

1. Policy Territory

The policy territory is, with respect to Personal Injury Protection Coverage:

- a. The United States of America, it's territories or possessions; or
- b. Canada.

2. Prompt Payment Of Claims

1. Upon notification of a disability from a licensed physician, payments for *medical expenses* described in the Insuring Agreement Paragraph **B.1.** above will begin within 10 days or we will give written notice of *our* intent not to make such payments, specifying the reasons for the nonpayment.
2. If benefits due and payable remain unpaid for more than 30 days after satisfactory proof of claim is received, any unpaid party shall have a right to commence an action in contract for amounts determined to be due in accordance with this endorsement.

3. Premium Recomputation

The premium for this policy has been established in reliance upon the limitations on the right to recover damages contained in the Massachusetts General Laws. If a court of competent jurisdiction:

1. Declares; or
2. Enters a judgment, the effect of which is to render;

the provisions of the General Laws invalid or unenforceable, in whole or in part, we shall have the right to:

1. Recompute the policy premium; and
2. At *our* option, void or amend the provisions of this endorsement.

4. Coordination of Coverage

A. Any amounts payable under Medical Expenses Coverage of this policy shall be excess over the first \$2,000 of medical and funeral expenses paid under the Personal Injury Protection Coverage provided under this policy when:

1. A *health benefits plan* is available to pay benefits; and
2. The *health benefits plan* includes a provision stating that coverage is secondary to other coverage for health care services.

However, if coverage provided under Medical Expenses Coverage is exhausted, the Personal Injury Protection Coverage under this policy will apply up to the limit for the total of all Personal Injury Protection Benefits shown in the Schedule or in the Declarations.

B. Any amounts payable under Medical Expense Coverage of this policy shall be excess over the limit for the total of all Personal Injury Protection Benefits shown in the Schedule or in the Declarations when a *health benefits plan* is not available to pay benefits.

5. Renewal Or Continuation Of A Policy Of Health, Sickness Or Disability Insurance

Within two years from the date of the accident, we may pay the cost of renewing or continuing a policy of health, sickness or disability insurance to an *insured* who is unwilling or unable to pay such cost. Upon receipt of such payment, the *insured* shall continue that policy of insurance or an equivalent policy in force for the two-year period. Prior to receipt of such payment, the *insured* shall not be compelled to renew or maintain any policy of insurance that is in force.

The payment of such cost by *us* shall not interfere in any way with the *insured's* choice of physician or course of medical treatment.

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Your Auto Policy is amended as follows:

THE COVERAGE PROVIDED BY THIS ENDORSEMENT DOES NOT INCLUDE PERSONAL INJURY PROTECTION FOR OWNERS, OPERATORS OR GUESTS OF OWNERS OR OPERATORS PASSENGERS OF MOTORCYCLES WHO SUFFER INCUR BODILY INJURY WHILE OPERATING OR RIDING AS A GUEST UPON SUCH VEHICLES ON A MOTORCYCLE.

PERSONAL INJURY PROTECTION COVERAGE

INSURING AGREEMENT

A. We will pay, in accordance with the Massachusetts General Laws, personal injury protection benefits to or for an *insured* who sustains *bodily injury*. The *bodily injury* must:

1. Be caused by an accident; and
2. Arise out of the ownership, operation, maintenance, control or use of a *motor vehicle* as a vehicle.

B. Subject to the limit shown in the Declarations, personal injury protection benefits consist of the following:

1. Medical And Funeral Expenses

Payment for all reasonable expenses incurred within two years from the date of the accident for necessary:

- a. Medical, surgical, X-ray and dental services, including prosthetic devices; and
- b. Ambulance, hospital, professional nursing and funeral services.

However, we will only pay up to \$2,000 for necessary medical and funeral expenses described in **B.1.** above if, and to the extent that such expenses have been or will be compensated, paid or indemnified under any policy of health, sickness or disability insurance or any contract or agreement of any group, organization, partnership or corporation to provide, pay for or reimburse the cost of medical, hospital, dental or other health care services.

2. Loss Of Income

Any amounts actually lost by reason of inability to work and earn wages, salary or their equivalent, but not other income, that would otherwise have been earned in the normal course of the injured *insured's* employment.

- a. If an *insured* is entitled to wages, salary or their equivalent, under any program for continuation of such wages, salary or their equivalent, we will pay an amount that, together with any payments due under any program for continuation of wages, salary or their equivalent will provide 75% of the *insured's* average weekly wages or salary or their equivalent for the year immediately preceding the accident.
- b. If an *insured* is not entitled to wages, salary or their equivalent under any program for continuation of such wages, salary or their equivalent, we will pay 75% of an *insured's* average weekly wages or salary or their equivalent for the year immediately preceding the accident.

3. Replacement Services

Reasonable expenses made to others who are not members of the *insured's* household and reasonably incurred in obtaining from those others ordinary and necessary services that the *insured* would have performed:

- a. Without pay; and
- b. For the benefit of the *insured* and/or members of the *insured's* household.

EXCLUSIONS

- A.** We do not provide Personal Injury Protection Coverage for any *insured* for *bodily injury*:
1. Sustained while under the influence of alcohol or a narcotic drug as defined under Massachusetts law.
 2. Sustained while committing a felony or seeking to avoid lawful apprehension or arrest by a police officer.
 3. Sustained with the specific intent of causing injury or damage to himself, herself or others.
 4. Who is entitled to benefits under any workers' compensation law for the same injury.
 5. Sustained while operating or *occupying* a motorcycle, moped or similar type vehicle.
- B.** We do not provide Personal Injury Protection Coverage for *bodily injury* sustained by:
1. The *named insured* or any *family member* while *occupying*, or while a *pedestrian* struck by, any *motor vehicle* other than *your covered* auto for which the security required by the compulsory automobile insurance law of Massachusetts is in effect.
 2. Any person other than:
 - a. The *named insured* or any *family member*; or
 - b. A Massachusetts resident;if the accident occurs outside of Massachusetts.
 3. Any person who was driving or riding in or on a *motor vehicle* while the *motor vehicle*:
 - a. Was being operated in, or practicing or preparing for, any organized or unorganized race, speed contest or other similar competition, including but not limited to timed events, rallies, sports events or stunting activities; or
 - b. Was on a racetrack, test track or any other track or course of any kind.
- C.** We do not provide Personal Injury Protection Coverage for *bodily injury*:
1. Due to:
 - a. War (declared or undeclared);
 - b. Civil war;
 - c. Insurrection;
 - d. Rebellion or revolution; or
 - e. Any act or condition incident to any of the foregoing.
 2. Resulting from:
 - a. Radioactive;
 - b. Toxic;
 - c. Explosive; orother hazardous properties of nuclear material.

LIMIT OF LIABILITY

- A.** The limits of liability shown in the Declarations page for Personal Injury Protection Coverage is *our* maximum limit of liability for each *insured* injured in any one accident. This is the most we will pay regardless of the number of:
1. *Insureds*;
 2. Claims made;
 3. *Your covered autos* or premiums shown in the Declarations; or
 4. *Your covered autos* involved in the accident.

- B. We will not make duplicate payment under this coverage for any element of loss:
1. For which payment has been made by or on behalf of persons or organizations who may be legally responsible; or
 2. To the extent that damages for expenses and loss are otherwise recoverable as a personal injury protection benefit in a court judgment or settlement.
- C. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any disability benefits law or similar law.
- D. The amount of any *deductible* shown in the Declarations shall be deducted from the Limit of Liability shown in the Declarations Such *deductible* shall be applicable to:
1. The *named insured*; or
 2. The *named insured* and any *family member*, as shown in the Declarations.

OTHER INSURANCE

If there is other Personal Injury Protection Insurance, we will pay only *our* share of the loss. *Our* share is the proportion that *our* limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle *you* do not own, including any vehicle while used as a temporary substitute for *your covered auto*, shall be excess over any other collectible Personal Injury Protection Insurance.

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- **STEP TWO: NOTIFY US**

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(a) Policy identification. Provide *us* with *your* auto policy number found on the Declarations Page.

(b) Names and addresses. Provide *us* with the names and addresses of the following people:

- *you*;
- anyone else involved in the accident or loss who is covered by this policy;
- anyone who was injured;
- anyone whose property was damaged; and
- any witnesses.

(c) Circumstances of the accident or loss. Tell *us* where, when and how the *occurrence* or loss happened.

In Case of Theft or a Hit-and-Run Driver

If the accident or loss involved theft or a hit-and-run driver, *you* must notify the police as soon as possible.

- **STEP FOUR: COOPERATE WITH OUR DEFENSE** is revised by the following:

1. **Help Us Substantiate Your Claim**

(e) **Submit to physical examinations** is deleted and replaced by the following:

(e) **Submit to physical examinations.** An *insured* must submit to physical examinations by physicians *we* select as often as may be reasonably required and will do all things necessary to enable *us* to obtain medical reports and other needed information to assist in determining the amounts due.

The following is added to **WHAT TO DO AFTER AN OCCURRENCE OF LOSS**

If an *insured* makes a claim for loss of income benefits, that *insured* must authorize *us* to:

1. Obtain details of all wage or salary payments, or their equivalent, paid to the *insured* by any employer in the year immediately preceding the date of accident, or earned by the *insured*; and
2. Make any reasonable necessary investigation as to whether or not such loss may be reduced as a result of any program calling for the continuance of such wage, salary or earnings during absence from work.

GLOSSARY

The **Glossary** section is amended for Personal Injury Protection Coverage as follows:

1. *Family member* is deleted and replaced by:

Family member means a person related to the *named insured* person by blood, marriage or adoption who is a resident of the *named insured's* household. This includes a ward or foster child.

2. *Trailer* is deleted and replaced by:

Trailer means any vehicle or object on wheels and having no motive power of its own, but which is drawn by, or used in combination with a *motor vehicle*. Such vehicle does not include:

- a. A pole dolly or pole dickey;
- b. A pair of wheels commonly used as an implement for other purposes than transportation;
- c. A portable, collapsible or separate two wheel tow dolly limited only to the purpose of transporting or towing a registered vehicle;
- d. Farm machinery or implements when used in connection with the operation of a farm or estate; or
- e. A vehicle when towed behind a farm tractor and used in connection with the operation of a farm or estate.

The following definitions are added:

1. *Occupying* means:

- a. In or upon,
- b. Entering into; or
- c. Alighting from.

2. *Your covered auto* means a *motor vehicle* owned by the *named insured*:

- a. To which *bodily injury* liability coverage of this policy applies and for which a specific premium is charged; and
- b. For which the *named insured* is required by the Massachusetts General Laws to maintain financial responsibility.

3. *Health benefits plan* means any policy of health, sickness or disability insurance or any contract or agreement of any group, organization, partnership, or corporation other than a government plan.

4. *Motor vehicle* means a:
- a. Vehicle constructed and designed for propulsion by power other than muscular power including such vehicles when pulled or towed by another *motor vehicle*; or
 - b. *Trailer*.
- However, *motor vehicle* does not include:
- a. Railroad and railway cars;
 - b. Trolley motor or trackless trolleys as defined under Massachusetts law;
 - c. Vehicles running only upon rails or tracks;
 - d. Vehicles used for other purposes than the transportation of property and incapable of being driven at a speed exceeding 12 miles per hour and which are:
 - (1) Used exclusively for the building, repair and maintenance of highways; or
 - (2) Designed especially for use elsewhere than on the traveled part of ways;
 - e. Wheelchairs owned and operated by invalids;
 - f. Vehicles which are operated or guided by a person on foot; or
 - g. Motorized bicycles.
5. *Named insured* means the person named in the Declarations.
6. *Pedestrian* includes persons operating bicycles tricycles and similar vehicles and persons on horseback or in vehicles drawn by horses or other draft animals.
7. *Insured* means:
- a. The *named insured* or any *family member*:
 - (1) While *occupying*; or
 - (2) Who is a *pedestrian* struck by;
a *motor vehicle*.
 - b. Any other person:
 - (1) While *occupying*; or
 - (2) Who is a *pedestrian* struck by;
your covered auto.

GENERAL CONDITIONS

The following Conditions are added with regard to Personal Injury Protection Coverage:

1. Policy Territory

The policy territory is, with respect to Personal Injury Protection Coverage:

- a. The United States of America, it's territories or possessions; or
- b. Canada.

2. Prompt Payment Of Claims

1. Upon notification of a disability from a licensed physician, payments for *medical expenses* described in the Insuring Agreement Paragraph **B.1.** above will begin within 10 days or we will give written notice of *our* intent not to make such payments, specifying the reasons for the nonpayment.
2. If benefits due and payable remain unpaid for more than 30 days after satisfactory proof of claim is received, any unpaid party shall have a right to commence an action in contract for amounts determined to be due in accordance with this endorsement.

3. Premium Recomputation

The premium for this policy has been established in reliance upon the limitations on the right to recover damages contained in the Massachusetts General Laws. If a court of competent jurisdiction:

1. Declares; or
2. Enters a judgment, the effect of which is to render;

the provisions of the General Laws invalid or unenforceable, in whole or in part, we shall have the right to:

1. Recompute the policy premium; and
2. At *our* option, void or amend the provisions of this endorsement.

4. Coordination of Coverage

A. Any amounts payable under Medical Expenses Coverage of this policy shall be excess over the first \$2,000 of medical and funeral expenses paid under the Personal Injury Protection Coverage provided under this policy when:

1. A *health benefits plan* is available to pay benefits; and
2. The *health benefits plan* includes a provision stating that coverage is secondary to other coverage for health care services.

However, if coverage provided under Medical Expenses Coverage is exhausted, the Personal Injury Protection Coverage under this policy will apply up to the limit for the total of all Personal Injury Protection Benefits shown in the Schedule or in the Declarations.

B. Any amounts payable under Medical Expense Coverage of this policy shall be excess over the limit for the total of all Personal Injury Protection Benefits shown in the Schedule or in the Declarations when a *health benefits plan* is not available to pay benefits.

5. Renewal Or Continuation Of A Policy Of Health, Sickness Or Disability Insurance

Within two years from the date of the accident, we may pay the cost of renewing or continuing a policy of health, sickness or disability insurance to an *insured* who is unwilling or unable to pay such cost. Upon receipt of such payment, the *insured* shall continue that policy of insurance or an equivalent policy in force for the two-year period. Prior to receipt of such payment, the *insured* shall not be compelled to renew or maintain any policy of insurance that is in force.

The payment of such cost by *us* shall not interfere in any way with the *insured's* choice of physician or course of medical treatment.