



OPTIONAL BASIC ECONOMIC LOSS ENDORSEMENT (New York)

Refer to Supplemental 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 the 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:

The definition of *Basic Economic Loss* contained in the **MANDATORY PERSONAL INJURY PROTECTION ENDORSEMENT (New York)** is replaced by the following:

BASIC ECONOMIC LOSS:

Basic economic loss shall consist of medical expense, work *loss*, other expense and, when death occurs, a death benefit as herein provided. Except for such death benefit, *basic economic loss* shall not include any *loss* sustained on account of death. *Basic economic loss* of each *eligible injured person* on account of any single *accident* shall not exceed \$75,000, the last \$25,000 of which represents optional *basic economic loss* coverage, payable after the first \$50,000 of *basic economic loss* has been exhausted, that the *eligible injured person* or that person's legal representative may specify will be applied to one of the following four options:

- (a) *basic economic loss*;
- (b) loss of earnings from work;
- (c) Psychiatric, physical or occupational therapy and rehabilitation; or
- (d) a combination of options (a) and (b).

Any death benefit hereunder shall be in addition thereto.

Exclusion (c) set forth in the **MANDATORY PERSONAL INJURY PROTECTION ENDORSEMENT (New York)** is replaced by the following:

- (c) the named *insured* or relative while *occupying*, or while a pedestrian through being struck by, a *motor vehicle* in New York State, other than the insured *motor vehicle*, with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is in effect; however, this exclusion does not apply to:
 - (1) the Optional *Basic Economic Loss* coverage provided under this endorsement, unless OBEL coverage is provided by the policy covering the other *motor vehicle*; or
 - (2) to *personal injury* sustained in New York State by the named *insured* or relative while occupying a *bus* or school *bus*, as defined in sections 104 and 142 of the New York Vehicle and Traffic Law, unless that person is the operator, an owner, or an employee of the owner or operator, of such *bus* or school *bus*.

ELECTION.

Election of the OBEL option shall be made by the *eligible injured person* or that person's legal representative after such person has incurred expense aggregating \$30,000 in *basic economic loss* and after receiving the required notices from the Company that an OBEL election may be made. Failure of the *eligible injured person* or that person's legal representative to respond to the second notice within 15 calendar days after its mailing shall be considered an election by the *eligible injured person* to apply OBEL coverage to all elements of *basic economic loss*. Once made by the *eligible injured person* or that person's legal representative, an OBEL election cannot be changed. However, if claims payable under OBEL coverage have not yet been received by the Company, an *eligible injured person* who has failed to respond to the second notice in a timely manner may make an election.

NOTICE.

If OBEL coverage is payable under this policy, but Mandatory PIP is being paid under a policy covering another *motor vehicle*, then the named *insured* or relative shall notify the Company no later than 90 days after Mandatory PIP benefits under that other policy have been exhausted. The Company shall then send its OBEL election notice.