MICHIGAN SELECTION OF PERSONAL INJURY PROTECTION (PIP) MEDICAL COVERAGE -- INDIVIDUALS AGENCY: APPLICANT/NAMED INSURED: INSURANCE COMPANY: POLICY/QUOTE NO.: EFFECTIVE DATE:

READ THIS ENTIRE FORM CAREFULLY

THE PURPOSE OF THIS FORM

The purpose of this form is to explain the choice you have regarding your Personal Injury Protection medical (**PIP medical**) coverage and to assist you in making that choice. Read this form carefully because the choice you make will have financial consequences.

Definitions for all terms in bold type on this form have been provided on the next page.

This form is divided into four sections, which are described below.

- Section A will review your **PIP medical** coverage options and the risks and benefits of each option.
- Section B will ask you to choose ONE coverage option.
- Section C will allow you to identify additional excluded persons not listed in Section B (Option 4 only).
- Section D will ask you to certify your choice and acknowledge the information within this
 form.

Personal Injury Protection (PIP) Coverage Explained

Personal Injury Protection (PIP) provides coverage for three basic types of benefits: (1) **Personal Injury Protection** (PIP) medical; (2) wage loss; and (3) replacement services.

PIP medical includes **allowable expenses** for reasonably necessary products, services, and accommodations for an injured person's care, recovery, or rehabilitation. **PIP medical** includes some funeral and burial expenses.

This form allows you to select the level of **PIP medical** coverage you want included with your auto policy.

NOTICE

You <u>must choose</u> the level of **PIP medical** coverage you wish to have under your auto policy. If you <u>do not</u> make a **PIP medical** coverage selection from the options listed:

- Your policy may be issued with unlimited PIP medical coverage; AND
- You will be charged the appropriate premium for the coverage issued.

If you are renewing an expiring policy that includes a **PIP medical** coverage selection of unlimited (Option 1), \$500,000 per person per accident (Option 2), or \$250,000 per person per accident with no excluded persons (Option 3), your policy will be issued with the same **PIP medical** coverage as your expiring policy.

Qualified Health Coverage Proof Requirements

All policies with a **PIP medical** coverage selection of \$250,000 with some or all persons excluded (Option 4) OR \$50,000 per person per accident (Option 5) OR No **PIP medical** coverage (Option 6) must provide current updated documentation at issuance and each renewal for Medicaid, Medicare, or other **qualified health coverage** as applicable to the chosen coverage. If you do not provide the documentation AND:

- Your **PIP medical** coverage selection is \$250,000 with some or all persons excluded (Option 4), your policy will be issued with \$250,000 **PIP medical** coverage with no excluded persons (Option 3) and you will be charged the appropriate premium for this coverage.
- Your **PIP medical** coverage selection is \$50,000 per person per accident (Option 5) OR no **PIP medical** coverage (Option 6), your policy will be issued with unlimited **PIP medical** coverage (Option 1) and you will be charged the appropriate premium for this coverage.

Proof of Medicaid coverage may be in the form of a current Medicaid ID card or a letter from the Michigan Department of Health and Human Services.

Definitions

The terms in bold letters throughout this form are defined in this form for informational purposes only and are not intended to limit or expand coverage that may be available in a particular policy.

Allowable expenses consist of reasonable charges incurred for reasonably necessary products, services, and accommodations for an injured person's care, recovery, or rehabilitation. Payment of allowable expenses is subject to the terms and limits contained in the insurance policy and the Insurance Code. Allowable expenses include **attendant care**. Allowable expenses do not include **family-provided attendant care** for more than 56 hours per week when the insurer has not agreed to pay such benefits in excess of the hourly limitation. This means that prescribed hours in excess of 56 hours per week will be provided by a non-family provider. The Insurance Code does not include the following as allowable expenses: (1) charges for a hospital room that exceed a reasonable and customary charge for semiprivate accommodations, unless the injured person requires special or intensive care; and (2) funeral and burial expenses that exceed the amount set by the policy, which must not be less than \$1,750.00 or more than \$5,000.00. (3) Insurers also are not required to cover the medical use of marijuana or for expenses related to the medical use of marihuana.

Applicant means a person who has submitted an application for insurance but is not yet insured under a policy.

Attendant care means services that are provided for the particular needs of an injured person, i.e., services that would not have been required before the injury and that are not performed for the benefit of the whole household.

- Attendant care generally includes, but is not limited to, serving meals in bed, bathing, dressing, grooming, administering medication, escorting, supervising, or transporting for medical treatment.
- Attendant care generally does not include providing transportation that is not for medical treatment, preparing
 family meals, or maintaining the house, automobile, or yard—even if such tasks would have been performed by
 the injured person but for the covered injury.
- Subject to the dollar limit on the option selected, an injured person is entitled to benefits payable for reasonable charges incurred for as many hours of attendant care as is reasonably necessary for their care, recovery, or rehabilitation.

Excess attendant care means additional coverage purchased for attendant care above the PIP medical coverage limit selected for your policy.

Family-provided attendant care means **attendant care** rendered in the injured person's home provided directly, or indirectly through another person, by any of the following:

- An individual who is related to the injured person.
- An individual who is domiciled in the household of the injured person.
- An individual with whom the injured person had a business or social relationship before the injury.

Michigan Assigned Claims Plan is a program that may pay benefits to people injured in an accident involving a motor vehicle when there is no applicable automobile insurance policy.

Named insured means the individual(s) named in an insurance policy.

Qualified health coverage means either of the following:

- Health and accident coverage that does not exclude or limit coverage for injuries related to auto accidents and has an annual individual deductible of \$6,579 or less; OR
- Coverage under both Medicare Parts A and B (or a Medicare Advantage plan).

Medicaid and health care sharing ministries are examples of coverages that are NOT considered **qualified health** coverage.

Resident relative means a relative of either you or your spouse who lives in the same household.

Unlimited PIP medical coverage ("unlimited coverage") means **PIP medical** coverage that has no aggregate dollar limit for payments for **allowable expenses** related to a covered accident. This coverage is subject to the terms and dollar limits contained in the insurance policy or the Insurance Code.

Section A: Your PIP Medical Choices and the Risks and Benefits of Each

Option 1: Unlimited Coverage

This option provides the most coverage. It will pay for all **allowable expenses** without being subject to an aggregate dollar limit for your care, recovery, and rehabilitation if you are injured in an auto accident.

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| Risks | The premiums for this option are higher than premiums for other options. |
| Benefits | PIP medical will cover costs that may not be covered by health insurance, such as rehabilitation and attendant care. |
| | This choice will significantly limit the risk that you will have out-of-pocket costs for your care. |

Option 2: Limited Coverage of \$500,000 per person per accident or

Option 3: Limited Coverage of \$250,000 per person per accident

If you choose one of these limits, this amount is the most your auto insurance company will pay per person per accident for an injured person's expenses under **PIP medical** coverage.

NOTE: If you choose Option 2 or Option 3, your insurance company must offer **excess attendant care** coverage, which you may purchase for an additional premium. Check with your agent or company for additional information.

| Risks | Limited PIP medical coverages may not be enough to cover your medical expenses. If your PIP medical limit is reached, you may need to rely on other health coverage, which may not cover all medical, rehabilitation or attendant care costs. If you do not have other health coverage, you may be personally responsible for paying these expenses. |
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| Benefits | Lower coverage limits have less expensive premiums than plans with higher or unlimited PIP medical coverage. Up to the limit chosen, PIP medical will cover the cost of products and services that may not be |
| | covered by health insurance, such as rehabilitation and attendant care . |

Option 4: Limited Coverage of \$250,000 per person per accident with some or all persons excluded You may select this option if both of the following are true:

- A named insured who is excluding PIP medical has qualified health coverage that is not Medicare; AND
- Any spouse or resident relative who is excluded from PIP medical has qualified health coverage.

Any person who is excluded will have no **PIP medical** coverage. A person may only be excluded if proof of **qualified health coverage** has been provided for that person. Any person who is not excluded will be limited to \$250,000 in **PIP medical** coverage, and the **named insured** will be charged the appropriate premium for this coverage.

NOTE: If you choose this option, your insurance company must offer **excess attendant care**, which you may purchase for an additional premium. This coverage is only available to those who are not excluded from **PIP medical** coverage. Check with your agent or company for additional information.

| Risks | ANYONE YOU EXCLUDE WILL NOT HAVE PIP MEDICAL COVERAGE. | | |
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| | In addition: | | |
| | Persons relying on qualified health coverage to pay for auto accident injuries should be aware that, unlike auto insurance, health insurance stops paying when the policy ends or is canceled. | | |
| | If any excluded person loses qualified health coverage, you must notify your insurer within 30 days of loss of coverage. | | |
| | Within 30 days of losing qualified health coverage, if an excluded person is injured in an auto accident, coverage will be provided by the Michigan Assigned Claims Plan up to \$2,000,000 if they have no other qualified health coverage or PIP medical coverage. A person who has not obtained qualified health coverage or PIP medical coverage within | | |
| | 30 days of the loss of qualified health coverage will not be entitled to any PIP medical benefits. | | |
| Benefits | You will pay a reduced premium because you will not be charged a premium for PIP medical coverage for anyone who is excluded. | | |

Section A (Continued)

Option 5: Limited Coverage of \$50,000 per person per accident

If you choose this limit, \$50,000 is the most your auto insurance company will pay per person per accident for an injured person's expenses under **PIP medical** coverage.

You may select this option if:

- The applicant or named insured is enrolled in Medicaid; AND
- Any spouse and all **resident relatives** have one of the following:
 - a) qualified health coverage;
 - b) coverage under Medicaid, or
 - c) coverage under another Michigan auto policy with PIP medical coverage.

NOTES:

- Proof of Medicaid coverage may be in the form of a current Medicaid ID card or a letter from the Michigan Department of Health and Human Services.
- Your insurance company must offer **excess attendant care** coverage, which you may purchase for an additional premium. Check with your agent or company for additional information.

| Risks | Limited PIP medical coverages may not be enough to cover the cost of your medical care. If your PIP medical limit is reached, you may need to rely on other health coverage, which may not cover all medical, rehabilitation, or attendant care costs. If you do not have other health coverage, you may be personally responsible for paying these expenses. |
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| Benefits | Lower coverage limits have less expensive premiums than plans with higher or unlimited PIP medical coverage. |
| | Up to the limit chosen, PIP medical will cover the cost of products and services that may not be covered by health insurance, such as rehabilitation and attendant care . |

Option 6: No **PIP medical** coverage for anyone covered by this policy

You may select this option if:

- The **applicant** or **named insured** has coverage under both Medicare Parts A and B (or a Medicare Advantage plan), AND
- Any spouse and all **resident relatives** covered by the policy have **qualified health coverage** or are covered under another auto policy with **PIP medical** coverage.

| Risks | NO PIP MEDICAL COVERAGE WILL BE PROVIDED UNDER YOUR POLICY. |
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| | You and any other persons covered by this policy will not have PIP medical coverage. You and those persons may have to rely on other health coverage to pay for medical expenses resulting from an auto accident, which may not cover all products and services that PIP medical provides. |
| | Persons relying on qualified health coverage to pay for auto accident injuries should be aware that, unlike auto insurance, health insurance stops paying when the policy ends or is canceled. |
| | If anyone covered by the policy loses qualified health coverage, you must notify your insurer within 30 days of loss of the coverage. |
| | Within the 30 days of losing qualified health coverage, if anyone covered by the policy is injured in an auto accident, coverage will be provided by the Michigan Assigned Claims Plan up to \$2,000,000 if they have no other qualified health coverage or PIP medical coverage. |
| | A person who has not obtained qualified health coverage or PIP medical coverage within 30 days of the loss of coverage will not be entitled to any PIP medical benefits. |
| Benefits | You will pay a reduced premium because your policy will not be charged a premium for PIP medical coverage. |

Section B: PIP Medical Coverage Options and Certification

INITIAL ONE AND ONLY ONE option on the line next to your choice. Make your selection carefully because the choice you make will have financial consequences. If you choose more than one option, your insurer will provide you with the option that has the highest level of benefits and will charge the appropriate premium for that option.

| | Option 1: Unlimited coverage |
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| (Initial) | • |
| (Initial) | Option 2: \$500,000 per person per accident |
| (Initial) | Option 3: \$250,000 per person per accident |
| (Initial) | Option 4: \$250,000 per person per accident with some or all persons excluded |

To select Option 4, <u>both</u> of the following must be true and proof must be provided:

- A named insured who is excluding PIP medical has qualified health coverage that is not Medicare.
- Any resident relative or spouse who is excluded from PIP medical has qualified health coverage.

| Full Name of Each Excluded Person on the Policy | Date of Birth | |
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Option 5: \$50,000 per person per accident

(Initial)

To select Option 5, both of the following must be true and proof must be provided:

- The applicant or named insured is enrolled in Medicaid; AND
- Any spouse and all resident relatives have qualified health coverage, is enrolled in Medicaid, or are covered under another auto policy with PIP medical coverage.

Option 6: No **PIP medical** coverage.

(Initial)

To select Option 6, both of the following must be true and proof must be provided:

- The **applicant** or **named insured** has coverage under both Medicare Parts A and B (or a Medicare Advantage plan); AND
- Any spouse and all resident relatives have qualified health coverage or are covered under another auto policy with PIP medical coverage.

| Section C: Additional Excluded Persons (Option 4 Only) | | | | | |
|--|--|-------------|---------------------------------|-----------|--------------|
| | Full Name of Each Excluded | d Person on | the Policy | Date of B | irth |
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| Section | n D: Certification | | | | |
| You must | t initial each line and sign and date | this form. | | | |
| | I have read this form. I understand the PIP medical options available to me and the benefits and risks associated with those options. | | | | s associated |
| | I have made a PIP medical coverage selection and I understand that the selection I have made binds me and any other person claiming benefits under this policy. | | | | nds me and |
| | I understand that if I don't make a PIP medical selection in obtaining or renewing a policy, my PIP medical selection will be governed by the terms set forth in the notice box on page 1 and I will be charged accordingly. | | | | |
| (Initial) h | I understand that if I have chosen Option 4 or Option 6, I must notify my insurer within 30 days if a person who has qualified health coverage loses their qualified health coverage. A person who has not obtained qualified health coverage or PIP medical coverage within 30 days of the loss of coverage will not be entitled to any PIP medical benefits. | | | | |
| (Initial) C | I understand that if I have chosen Option 4, Option 5, or Option 6, I must provide proof of qualified health coverage at issuance and at each renewal and that failure to do so will result in a change in coverage and I will be charged the appropriate premium for this coverage. | | | | |
| APPLICA SIGNATU | NT/NAMED INSURED | DATE | APPLICANT/NAMED INSUI SIGNATURE | RED | DATE |
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