

HOUSE BILL No. 5552

February 13, 2018, Introduced by Reps. Yaroch, Leutheuser and Theis and referred to the Committee on Insurance.

A bill to amend 1956 PA 218, entitled "The insurance code of 1956," by amending sections 3104, 3107, and 3109a (MCL 500.3104, 500.3107, and 500.3109a), section 3104 as amended by 2002 PA 662, section 3107 as amended by 2012 PA 542, and section 3109a as amended by 2012 PA 454.

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

1 Sec. 3104. (1) ~~An~~ **THE CATASTROPHIC CLAIMS ASSOCIATION IS**
2 **CREATED AS AN** unincorporated, nonprofit association. ~~to be known as~~
3 ~~the catastrophic claims association, hereinafter referred to as the~~
4 ~~association, is created.~~ Each insurer engaged in writing insurance
5 coverages that provide the security required by section 3101(1)
6 within this state, as a condition of its authority to transact
7 insurance in this state, shall be a member of the association and

1 ~~shall be~~ **IS** bound by the plan of operation of the association. Each
2 **AN** insurer engaged in writing insurance coverages that provide the
3 security required by section 3103(1) ~~within~~ **IN** this state, as a
4 condition of its authority to transact insurance in this state,
5 ~~shall be~~ **IS** considered **TO BE** a member of the association, but only
6 for purposes of premiums under subsection ~~(7)(d)~~. **(8) (D)**. Except as
7 expressly provided in this section, the association is not subject
8 to any laws of this state with respect to insurers, but in all
9 other respects the association is subject to the laws of this state
10 to the extent that the association would be if it were an insurer
11 organized and subsisting under chapter 50.

12 (2) ~~The~~ **SUBJECT TO SUBSECTION (3), THE** association shall
13 provide and each member shall accept indemnification for 100% of
14 the amount of ultimate loss sustained under personal protection
15 insurance coverages in excess of the following amounts in each loss
16 occurrence:

17 (a) For a motor vehicle accident policy issued or renewed
18 before July 1, 2002, \$250,000.00.

19 (b) For a motor vehicle accident policy issued or renewed
20 during the period July 1, 2002 to June 30, 2003, \$300,000.00.

21 (c) For a motor vehicle accident policy issued or renewed
22 during the period July 1, 2003 to June 30, 2004, \$325,000.00.

23 (d) For a motor vehicle accident policy issued or renewed
24 during the period July 1, 2004 to June 30, 2005, \$350,000.00.

25 (e) For a motor vehicle accident policy issued or renewed
26 during the period July 1, 2005 to June 30, 2006, \$375,000.00.

27 (f) For a motor vehicle accident policy issued or renewed

1 during the period July 1, 2006 to June 30, 2007, \$400,000.00.

2 (g) For a motor vehicle accident policy issued or renewed
3 during the period July 1, 2007 to June 30, 2008, \$420,000.00.

4 (h) For a motor vehicle accident policy issued or renewed
5 during the period July 1, 2008 to June 30, 2009, \$440,000.00.

6 (i) For a motor vehicle accident policy issued or renewed
7 during the period July 1, 2009 to June 30, 2010, \$460,000.00.

8 (j) For a motor vehicle accident policy issued or renewed
9 during the period July 1, 2010 to June 30, 2011, \$480,000.00.

10 (k) For a motor vehicle accident policy issued or renewed
11 during the period July 1, 2011 to June 30, 2013, \$500,000.00.

12 **(l) FOR A MOTOR VEHICLE ACCIDENT POLICY ISSUED OR RENEWED**
13 **DURING THE PERIOD JULY 1, 2013 TO JUNE 30, 2015, \$530,000.00.**

14 **(M) FOR A MOTOR VEHICLE ACCIDENT POLICY ISSUED OR RENEWED**
15 **DURING THE PERIOD JULY 1, 2015 TO JUNE 30 2017, \$545,000.00.**

16 **(N) FOR A MOTOR VEHICLE ACCIDENT POLICY ISSUED OR RENEWED**
17 **DURING THE PERIOD JULY 1, 2017 TO JUNE 30, 2019, \$555,000.00.**

18 Beginning July 1, ~~2013, 2019~~, this ~~\$500,000.00~~ **\$555,000.00** amount
19 ~~shall~~ **MUST** be increased biennially on July 1 of each odd-numbered
20 year, for policies issued or renewed before July 1 of the following
21 odd-numbered year, by the lesser of 6% or the ~~consumer price index,~~
22 **CONSUMER PRICE INDEX**, and rounded to the nearest \$5,000.00. ~~This~~
23 **THE ASSOCIATION SHALL CALCULATE THIS** biennial adjustment ~~shall be~~
24 ~~calculated by the association by~~ January 1 of the year of its July
25 1 effective date.

26 **(3) THE ASSOCIATION DOES NOT HAVE LIABILITY FOR ANY AMOUNT OF**
27 **ULTIMATE LOSS THAT EXCEEDS THE MAXIMUM LIMIT UNDER SECTION**

1 3109A(2) (A) , IF THAT LIMIT IS APPLICABLE.

2 (4) ~~(3)~~—An insurer may withdraw from the association only ~~upon~~
3 **ON** ceasing to write insurance that provides the security required
4 by section 3101(1) in this state.

5 (5) ~~(4)~~—An insurer whose membership in the association has
6 been terminated by withdrawal ~~shall continue~~ **CONTINUES** to be bound
7 by the plan of operation, and ~~upon~~ **ON** withdrawal, all unpaid
8 premiums that have been charged to the withdrawing member are
9 payable as of the effective date of the withdrawal.

10 (6) ~~(5)~~—An unsatisfied net liability to the association of an
11 insolvent member ~~shall~~ **MUST** be assumed by and apportioned among the
12 remaining members of the association as provided in the plan of
13 operation. The association has all rights allowed by law on behalf
14 of the remaining members against the estate or funds of the
15 insolvent member for ~~sums~~ **MONEY** due the association.

16 (7) ~~(6)~~—If a member has been merged or consolidated into
17 another insurer or another insurer has reinsured a member's entire
18 business that provides the security required by section 3101(1) in
19 this state, the member and successors in interest of the member
20 remain liable for the member's obligations.

21 (8) ~~(7)~~—The association shall do all of the following on
22 behalf of the members of the association:

23 (a) Assume 100% of all liability as provided in subsection
24 (2).

25 (b) Establish procedures by which members ~~shall~~ **MUST** promptly
26 report to the association each claim that, on the basis of the
27 injuries or damages sustained, may reasonably be anticipated to

1 involve the association if the member is ultimately held legally
2 liable for the injuries or damages. Solely for the purpose of
3 reporting claims, the member shall in all instances consider itself
4 legally liable for the injuries or damages. The member shall also
5 advise the association of subsequent developments likely to
6 materially affect the interest of the association in the claim.

7 (c) Maintain relevant loss and expense data relative to all
8 liabilities of the association and require each member to furnish
9 statistics, in connection with liabilities of the association, at
10 the times and in the form and detail as ~~may be~~ required by the plan
11 of operation.

12 (d) In a manner provided for in the plan of operation,
13 calculate and charge to members of the association a total premium
14 sufficient to cover the expected losses and expenses of the
15 association that the association will likely incur during the
16 period for which the premium is applicable. The **TOTAL** premium ~~shall~~
17 **MUST** include an amount to cover incurred but not reported losses
18 for the period and may be adjusted for any excess or deficient
19 premiums from previous periods. Excesses or deficiencies from
20 previous periods may be fully adjusted in a single period or may be
21 adjusted over several periods in a manner provided for in the plan
22 of operation. Each member ~~shall~~ **MUST** be charged an amount equal to
23 that member's total written car years of insurance providing the
24 security required by section 3101(1) or 3103(1), or both, written
25 in this state during the period to which the premium applies, **WITH**
26 **THE TOTAL CAR YEARS OF INSURANCE** multiplied by the **APPLICABLE**
27 average premium per car. The average premium per car ~~shall be~~ **IS**

1 the total premium ~~calculated~~ divided by the total written car years
2 of insurance providing the security required by section 3101(1) or
3 3103(1) written in this state of all members during the period to
4 which the premium applies. **THE PREMIUM CHARGED TO A MEMBER, THE**
5 **TOTAL CAR YEARS OF INSURANCE, AND THE APPLICABLE AVERAGE PREMIUM**
6 **PER CAR MUST BE ADJUSTED TO PROVIDE FOR POLICIES ISSUED TO WHICH**
7 **THE MAXIMUM LIMIT UNDER SECTION 3109A(2) (A) APPLIES.** A member shall
8 **MUST** be charged a premium for a historic vehicle that is insured
9 with the member of 20% of the premium charged for a car insured
10 with the member. As used in this subdivision:

11 (i) "Car" includes a motorcycle but does not include a
12 historic vehicle.

13 (ii) "Historic vehicle" means a vehicle that is a registered
14 historic vehicle under section 803a or 803p of the Michigan vehicle
15 code, 1949 PA 300, MCL 257.803a and 257.803p.

16 (e) Require and accept the payment of premiums from members of
17 the association as provided for in the plan of operation. The
18 association shall do either of the following:

19 (i) Require payment of the premium in full within 45 days
20 after the premium charge.

21 (ii) Require payment of the premiums to be made periodically
22 to cover the actual cash obligations of the association.

23 (f) Receive and distribute all ~~sums~~ **MONEY** required by the
24 operation of the association.

25 (g) Establish procedures for reviewing claims procedures and
26 practices of members of the association. If the claims procedures
27 or practices of a member are considered inadequate to properly

1 service the liabilities of the association, the association may
2 undertake or may contract with another person, including another
3 member, to adjust or assist in the adjustment of claims for the
4 member on claims that create a potential liability to the
5 association and may charge the cost of the adjustment to the
6 member.

7 (9) ~~(8)~~—In addition to other powers granted to it by this
8 section, the association may do all of the following:

9 (a) Sue and be sued in the name of the association. A judgment
10 against the association ~~shall~~ **DOES** not create any direct liability
11 against the individual members of the association. The association
12 may provide for the indemnification of its members, members of the
13 board of directors of the association, and officers, employees, and
14 other persons lawfully acting on behalf of the association.

15 (b) Reinsure all or any portion of its potential liability
16 with reinsurers licensed to transact insurance in this state or
17 approved by the ~~commissioner~~ **DIRECTOR OF THE DEPARTMENT**.

18 (c) Provide for appropriate housing, equipment, and personnel
19 as ~~may be~~ necessary to assure the efficient operation of the
20 association.

21 (d) Pursuant to the plan of operation, adopt reasonable rules
22 for the administration of the association, enforce those rules, and
23 delegate authority, as the board considers necessary to assure the
24 proper administration and operation of the association consistent
25 with the plan of operation.

26 (e) Contract for goods and services, including independent
27 claims management, actuarial, investment, and legal services, from

1 others ~~within~~ **IN** or ~~without~~ **OUTSIDE OF** this state to assure the
2 efficient operation of the association.

3 (f) Hear and determine complaints of a company or other
4 interested party concerning the operation of the association.

5 (g) Perform other acts not specifically enumerated in this
6 section that are necessary or proper to accomplish the purposes of
7 the association and that are not inconsistent with this section or
8 the plan of operation.

9 **(10)** ~~(9)~~ A board of directors is created ~~, hereinafter~~
10 ~~referred to as the board, which shall be responsible for the~~
11 ~~operation of~~ **AND SHALL OPERATE** the association consistent with the
12 plan of operation and this section.

13 **(11)** ~~(10)~~ The plan of operation shall **MUST** provide for all of
14 the following:

15 (a) The establishment of necessary facilities.

16 (b) The management and operation of the association.

17 (c) Procedures to be utilized in charging premiums, including
18 adjustments from excess or deficient premiums from prior periods.

19 (d) Procedures governing the actual payment of premiums to the
20 association.

21 (e) Reimbursement of each member of the board by the
22 association for actual and necessary expenses incurred on
23 association business.

24 (f) The investment policy of the association.

25 (g) Any other matters required by or necessary to effectively
26 implement this section.

27 **(12)** ~~(11)~~ ~~Each~~ **THE** board shall **MUST** include members that would

1 contribute a total of not less than 40% of the total premium
 2 calculated pursuant to subsection ~~(7) (d)~~. **(8) (D)**. Each director
 3 ~~shall be~~ **IS** entitled to 1 vote. The initial term of office of a
 4 director ~~shall be~~ **IS** 2 years.

5 **(13)** ~~(12)~~ As part of the plan of operation, the board shall
 6 adopt rules providing for the composition ~~and term of successor~~
 7 ~~boards to the initial board~~ **AND THE TERMS OF BOARD MEMBERS,**
 8 consistent with the membership composition requirements in
 9 subsections ~~(11) and (13)~~. **(12) AND (14)**. Terms of the directors
 10 ~~shall~~ **MUST** be staggered so that the terms of all the directors do
 11 not expire at the same time and so that a director does not serve a
 12 term of more than 4 years.

13 **(14)** ~~(13)~~ The board ~~shall~~ **MUST** consist of 5 directors, ~~and~~
 14 the ~~commissioner~~ **DIRECTOR OF THE DEPARTMENT, WHO** shall ~~be~~ **SERVE AS**
 15 an ex officio member of the board without vote.

16 **(15)** ~~(14)~~ Each director ~~THE DIRECTOR OF THE DEPARTMENT~~ shall
 17 ~~be appointed by the commissioner and~~ **APPOINT THE DIRECTORS. A**
 18 **DIRECTOR** shall serve until ~~that member's~~ **HIS OR HER** successor is
 19 selected and qualified. The **BOARD SHALL ELECT THE** chairperson of
 20 the board. ~~shall be elected by the board. A~~ **THE DIRECTOR OF THE**
 21 **DEPARTMENT SHALL FILL ANY** vacancy on the board ~~shall be filled by~~
 22 ~~the commissioner consistent with~~ **AS PROVIDED IN** the plan of
 23 operation.

24 **(16)** ~~(15)~~ After the board is appointed, ~~the~~ **THE** board shall
 25 meet as often as the chairperson, the ~~commissioner,~~ **DIRECTOR OF THE**
 26 **DEPARTMENT,** or the plan of operation ~~shall require,~~ **REQUIRES,** or at
 27 the request of any 3 members of the board. The chairperson ~~shall~~

1 ~~retain the right to~~ **MAY** vote on all issues. Four members of the
2 board constitute a quorum.

3 **(17) ~~(16)~~ An** **THE BOARD SHALL FURNISH TO EACH MEMBER AN** annual
4 report of the operations of the association in a form and detail as
5 ~~may be determined by the board. shall be furnished to each member.~~

6 ~~—— (17) Not more than 60 days after the initial organizational~~
7 ~~meeting of the board, the board shall submit to the commissioner~~
8 ~~for approval a proposed plan of operation consistent with the~~
9 ~~objectives and provisions of this section, which shall provide for~~
10 ~~the economical, fair, and nondiscriminatory administration of the~~
11 ~~association and for the prompt and efficient provision of~~
12 ~~indemnity. If a plan is not submitted within this 60-day period,~~
13 ~~then the commissioner, after consultation with the board, shall~~
14 ~~formulate and place into effect a plan consistent with this~~
15 ~~section.~~

16 ~~—— (18) The plan of operation, unless approved sooner in writing,~~
17 ~~shall be considered to meet the requirements of this section if it~~
18 ~~is not disapproved by written order of the commissioner within 30~~
19 ~~days after the date of its submission. Before disapproval of all or~~
20 ~~any part of the proposed plan of operation, the commissioner shall~~
21 ~~notify the board in what respect the plan of operation fails to~~
22 ~~meet the requirements and objectives of this section. If the board~~
23 ~~fails to submit a revised plan of operation that meets the~~
24 ~~requirements and objectives of this section within the 30-day~~
25 ~~period, the commissioner shall enter an order accordingly and shall~~
26 ~~immediately formulate and place into effect a plan consistent with~~
27 ~~the requirements and objectives of this section.~~

1 (18) ~~(19) The proposed plan of operation or ANY~~ amendments to
 2 the plan of operation **OF THE ASSOCIATION** are subject to majority
 3 approval by the board, ~~ratified~~**RATIFICATION** by a majority of the
 4 membership having a vote, with voting rights being apportioned
 5 according to the premiums charged in subsection ~~(7) (d)~~**(8) (D)**, and
 6 ~~are subject to approval by the commissioner.~~**DIRECTOR OF THE**
 7 **DEPARTMENT.**

8 (19) ~~(20) Upon approval by the commissioner and ratification~~
 9 ~~by the members of the plan submitted, or upon the promulgation of a~~
 10 ~~plan by the commissioner, each AN~~ insurer authorized to write
 11 insurance providing the security required by section 3101(1) in
 12 this state, as provided in this section, is bound by and shall
 13 formally subscribe to and participate in the plan ~~approved~~**OF**
 14 **OPERATION** as a condition of maintaining its authority to transact
 15 insurance in this state.

16 (20) ~~(21) The association is subject to all the reporting,~~
 17 ~~loss reserve, and investment requirements of the commissioner~~
 18 **DIRECTOR OF THE DEPARTMENT** to the same extent as ~~would a member~~**ARE**
 19 **THE MEMBERS** of the association.

20 (21) ~~(22) Premiums charged members by the association shall~~
 21 **MUST** be recognized in the rate-making procedures for insurance
 22 rates in the same manner that expenses and premium taxes are
 23 recognized. **HOWEVER, FOR A POLICY TO WHICH THE MAXIMUM LIMIT UNDER**
 24 **SECTION 3109A(2) (A) APPLIES, THE RATES MUST NOT RESULT IN A CHARGE**
 25 **FOR THE ASSOCIATION OTHER THAN A CHARGE FOR A DEFICIENCY FROM A**
 26 **PREVIOUS PERIOD AS DESCRIBED IN SUBSECTION (8) (D) .**

27 (22) ~~(23) The commissioner~~**DIRECTOR OF THE DEPARTMENT** or an

1 authorized representative of the ~~commissioner~~ **DIRECTOR OF THE**
 2 **DEPARTMENT** may visit the association at any time and examine any
 3 and all **OF** the association's affairs.

4 (23) ~~(24)~~—The association does not have liability for losses
 5 occurring before July 1, 1978.

6 (24) ~~(25)~~—As used in this section:

7 (A) "ASSOCIATION" MEANS THE CATASTROPHIC CLAIMS ASSOCIATION
 8 CREATED IN SUBSECTION (1) .

9 (B) "BOARD" MEANS THE BOARD OF DIRECTORS OF THE ASSOCIATION
 10 CREATED IN SUBSECTION (10) .

11 (C) ~~(a)~~—"Consumer price index"—**PRICE INDEX**" means the
 12 percentage of change in the ~~consumer price index~~ **CONSUMER PRICE**
 13 **INDEX** for all urban consumers in the United States city average for
 14 all items for the 24 months ~~prior to~~ **BEFORE** October 1 of the year
 15 ~~prior to~~ **BEFORE** the July 1 effective date of the biennial
 16 adjustment under subsection ~~(2) (k)~~ **(2) (N)** as reported by the United
 17 States ~~department of labor, bureau of labor statistics,~~ **DEPARTMENT**
 18 **OF LABOR, BUREAU OF LABOR STATISTICS**, and as certified by the
 19 ~~commissioner.~~ **DIRECTOR OF THE DEPARTMENT.**

20 (D) ~~(b)~~—"Motor vehicle accident policy" means a policy
 21 providing the coverages required under section 3101(1) .

22 (E) ~~(c)~~—"Ultimate loss" means the actual loss amounts that a
 23 member is obligated to pay and that are paid or payable by the
 24 member, and do not include claim expenses. An ultimate loss is
 25 incurred by the association on the date that the loss occurs.

26 Sec. 3107. (1) Except as **OTHERWISE** provided in ~~subsection (2),~~
 27 **THIS SECTION**, personal protection insurance benefits are payable

1 for the following:

2 (a) Allowable expenses consisting of all reasonable charges
3 incurred, **UP TO THE MAXIMUM LIMIT SELECTED UNDER SECTION**
4 **3109A(2) (A), IF APPLICABLE**, for reasonably necessary products,
5 services, and accommodations for an injured person's care,
6 recovery, or rehabilitation. Allowable expenses within personal
7 protection insurance coverage ~~shall~~**DO** not include either of the
8 following:

9 (i) Charges for a hospital room in excess of a reasonable and
10 customary charge for semiprivate accommodations ~~except if~~**UNLESS**
11 the injured person requires special or intensive care.

12 (ii) Funeral and burial expenses in excess of the amount set
13 forth in the policy, which shall not be less than \$1,750.00 or more
14 than \$5,000.00.

15 (b) Work loss consisting of loss of income from work an
16 injured person would have performed during the first 3 years after
17 the date of the accident if he or she had not been injured. Work
18 loss does not include any loss after the date on which the injured
19 person dies. Because the benefits received from personal protection
20 insurance for loss of income are not taxable income, the benefits
21 payable for such loss of income ~~shall~~**MUST** be reduced 15% unless
22 the claimant presents to the insurer in support of his or her claim
23 reasonable proof of a lower value of the income tax advantage in
24 his or her case, in which case the lower value ~~shall apply.~~**MUST BE**
25 **APPLIED**. For the period beginning October 1, 2012 through September
26 30, 2013, the benefits payable for work loss sustained in a single
27 30-day period and the income earned by an injured person for work

1 during the same period together ~~shall~~ **MUST** not exceed \$5,189.00,
2 which maximum ~~shall apply~~ **MUST BE APPLIED** pro rata to any lesser
3 period of work loss. Beginning October 1, 2013, the maximum ~~shall~~
4 **MUST** be adjusted annually to reflect changes in the cost of living
5 under rules prescribed by the ~~commissioner~~ **DIRECTOR** but any change
6 in the maximum ~~shall apply~~ **APPLIES** only to benefits arising out of
7 accidents ~~occurring subsequent to~~ **THAT OCCUR AFTER** the date of
8 change in the maximum.

9 (c) Expenses not exceeding \$20.00 per day, reasonably incurred
10 in obtaining ordinary and necessary services in ~~lieu~~ **PLACE** of those
11 that, if he or she had not been injured, an injured person would
12 have performed during the first 3 years after the date of the
13 accident, not for income but for the benefit of himself or herself
14 or of his or her dependent.

15 (2) ~~Both~~ **ALL** of the following apply to personal protection
16 insurance benefits payable under subsection (1):

17 (a) A person who is 60 years of age or older and in the event
18 of an accidental bodily injury would not be eligible to receive
19 work loss benefits under subsection (1)(b) may waive coverage for
20 work loss benefits by signing a waiver on a form provided by the
21 insurer. An insurer shall offer a reduced premium rate to a person
22 who waives coverage under this ~~subsection~~ **SUBDIVISION** for work loss
23 benefits. Waiver of coverage for work loss benefits applies only to
24 work loss benefits payable to the person or persons who have signed
25 the waiver form.

26 (b) An insurer ~~shall~~ **IS** not ~~be~~ required to provide coverage
27 for the medical use of marihuana or for expenses related to the

1 medical use of marihuana.

2 Sec. 3109a. **(1)** An insurer providing personal protection
3 insurance benefits under this chapter may offer, at appropriately
4 reduced premium rates, deductibles and exclusions reasonably
5 related to other health and accident coverage on the insured. Any
6 deductibles and exclusions offered under this section are subject
7 to prior approval by the ~~commissioner~~**DIRECTOR** and ~~shall~~**MUST** apply
8 only to benefits payable to the ~~person~~**INDIVIDUAL** named in the
9 policy, the spouse of the insured **INDIVIDUAL**, and any relative of
10 either domiciled in the same household.

11 **(2) WHEN AN INDIVIDUAL APPLIES FOR OR RENEWS AN INSURANCE**
12 **POLICY THAT PROVIDES BENEFITS UNDER THIS CHAPTER, THE INDIVIDUAL**
13 **SHALL SELECT 1 OF THE FOLLOWING LEVELS OF MAXIMUM PERSONAL**
14 **PROTECTION INSURANCE BENEFITS:**

15 **(A) A LIMIT EQUAL TO THE AMOUNT APPLICABLE TO THE POLICY UNDER**
16 **SECTION 3104(2).**

17 **(B) NO MAXIMUM LIMIT.**

18 **(3) A MAXIMUM LIMIT SELECTED UNDER SUBSECTION (2) (A) APPLIES**
19 **TO ALLOWABLE EXPENSES AS DESCRIBED UNDER SECTION 3107(1) (A). THE**
20 **MAXIMUM LIMIT SELECTED APPLIES ONLY TO BENEFITS PAYABLE BECAUSE OF**
21 **AN ACCIDENTAL BODILY INJURY TO THE INSURED NAMED IN THE POLICY, THE**
22 **INSURED'S SPOUSE, AND ANY RELATIVE OF EITHER DOMICILED IN THE SAME**
23 **HOUSEHOLD. THE MAXIMUM LIMIT AVAILABLE BECAUSE OF ACCIDENTAL BODILY**
24 **INJURY TO 1 PERSON ARISING FROM 1 MOTOR VEHICLE ACCIDENT IS**
25 **DETERMINED WITHOUT REGARD TO THE NUMBER OF POLICIES APPLICABLE TO**
26 **THE ACCIDENT.**