

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY.

## **STATE ENDORSEMENT – DELAWARE**

The following amendment changes the policy. Please read your entire policy for full details about your coverages.

Throughout the policy and endorsements attached to it, reference to minimum limits means the following limits of liability as required by Delaware law, to be provided under a policy of automobile liability insurance:

1. \$15,000 for each person, subject to \$30,000 for each accident, with respect to "bodily injury"; and
2. \$10,000 for each accident with respect to "property damage".

### **PART A – LIABILITY COVERAGE**

#### **EXCLUSIONS**

1. and 5. are deleted and replaced by the following:

We do not provide Liability Coverage for any "insured":

1. Who intentionally causes "bodily injury" or "property damage" to the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the Financial Responsibility Law of the state of Delaware.
5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This exclusion (5.) does not apply:
  - a. To the extent that this coverage provides the minimum limits of liability required by the Financial Responsibility Law of the state of Delaware; or
  - b. To a share-the-expense car pool.

### **PART F – GENERAL PROVISIONS**

#### **PAYMENT OF LOSS**

The second paragraph is deleted and replaced by the following:

If we pay a total loss or a "constructive total loss" for any of "your covered auto(s)" shown in the Declarations, all coverage under this policy for such covered auto(s) will terminate simultaneously upon payment of the loss. The amount we will pay for a total loss or "constructive total loss" of "your covered auto(s)" shall be reduced by any amount previously paid for repairs not completed at the time of the total loss or "constructive total loss".

#### **TERMINATION**

A. Cancellation, 2.b. and 3. Are deleted and replaced by the following:

2. We may cancel by mailing to the named insured shown in the Declarations at the last address known by us:
  - b. At least 30 days' notice by certified mail or by USPS Intelligent Mail Barcode (IMb) in all other cases.
3. After this Policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
  - a. For nonpayment of premium; or
  - b. If the Policy was obtained through material misrepresentation;
  - c. If your driver's license or that of:
    - (1) Any driver who lives with you; or
    - (2) Any driver who customarily uses "your covered auto";
 has been suspended or revoked. This must have occurred during the last 36 months. However, this paragraph (c.) shall not apply if the driver's license of a person under the age of 18 years has been suspended or revoked pursuant to:
    - (1) A court order declaring that the person is delinquent;
    - (2) A nondriving-related violation for underage consumption and/or possession of alcohol;
    - (3) A nondriving-related drug offense; or
  - d. Any other reason permitted by state law.

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B. Nonrenewal is deleted and replaced by the following:

- B. Nonrenewal. If we decide not to renew or continue this policy, we will mail notice by certified mail or by USPS Intelligent Mail Barcode (IMb) to the named insured shown in the Declarations at the last address known by us. Notice will be mailed at least 30 days before the end of the policy period. If the policy period is other than 1 year, we will have the right not to renew or continue it only at each anniversary of its original effective date.

D. Other Termination Provisions, 2. is deleted and replaced by the following:

- 2. If this Policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, if the named insured cancels, we will send the refund only if one or more of the following has occurred:
  - a. The named insured has other insurance in effect on "your covered auto" which provides at least the minimum limits required by the Delaware Insurance Code for Liability and No-fault Coverage; or
  - b. "Your covered auto" is no longer owned by the named insured; or
  - c. "Your covered auto" is no longer operable or capable of being repaired so as to become operable; or
  - d. The named insured becomes self-insured under the provisions of the Delaware Insurance Code.

The premium refund, if any, will be computed pro rata. However, making or offering to make the refund is not a condition of cancellation.

The **Amendatory Endorsements** Provision is deleted.

All other policy provisions apply.