

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMENDMENT OF POLICY PROVISIONS – DELAWARE

### I. Definitions

The following is added to the **Definitions** section:

Throughout the Policy, "minimum limits" refers to the following limits of liability as required by Delaware law, to be provided under a policy of automobile liability insurance:

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

### II. Part A – Liability Coverage

Exclusions **A.1.** and **A.5.** are replaced by the following:

- A. 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 (**A.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.

### III. Part F – General Provisions

The **Termination** Provision is replaced by the following:

#### Termination

##### A. Cancellation

This Policy may be cancelled during the policy period as follows:

- 1. The named insured shown in the Declarations may cancel by:
  - a. Returning this Policy to us; or
  - b. Giving us advance written notice of the date cancellation is to take effect.

- 2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this Policy:

- a. At least 10 days' notice:

- (1) If cancellation is for nonpayment of premium; or
  - (2) If notice is mailed during the first 60 days this Policy is in effect and this is not a renewal or continuation policy; or

- b. At least 30 days' notice by certified mail 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; or

- 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:

- (1) During the policy period; or
  - (2) Since the last anniversary of the original effective date if the policy period is other than one year.

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
  - (4) The Delaware Department of Public Safety's having reason to believe the person is a reckless or negligent driver of a motor vehicle or has committed a serious moving traffic violation.

## **B. Nonrenewal**

If we decide not to renew or continue this Policy, we will mail notice by certified mail to the named insured shown in the Declarations at the address shown in this Policy. Notice will be mailed at least 30 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

1. Less than six months, we will have the right not to renew or continue this Policy every six months, beginning six months after its original effective date.
2. Six months or longer, but less than one year, we will have the right not to renew or continue this Policy at the end of the policy period.
3. One year or longer, we will have the right not to renew or continue this Policy at each anniversary of its original effective date.

## **C. Automatic Termination**

If we offer to renew or continue and you or your representative do not accept, this Policy will automatically terminate at the end of the current policy period if the policy period is six months or more. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer. If this Policy is written for a policy period of less than six months and we offer to renew or continue, we will provide you with:

1. Our offer to renew or continue coverage not later than 15 days prior to the policy expiration date; and
2. A notice of termination not less than five days prior to the policy expiration date or coverage termination date, if you fail to pay the required renewal or continuation premium when due.

If you obtain other insurance on "your covered auto", any similar insurance provided by this Policy will terminate as to that auto on the effective date of the other insurance.

## **D. Other Termination Provisions**

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
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 according to our manuals. However, making or offering to make the refund is not a condition of cancellation.

3. The effective date of cancellation stated in the notice shall become the end of the policy period.