

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

PERSONAL PROTECTION COVERAGE – DELAWARE

With respect to coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

SCHEDULE

BENEFITS	LIMIT OF LIABILITY	PREMIUM
Funeral Expenses	\$ 5,000 each person	
<input type="checkbox"/> Maximum Single Limit For The Total Of All Personal Injury Protection Benefits	\$30,000 each accident	\$ _____
<input type="checkbox"/> Maximum Split Limits For The Total Of All Personal Injury Protection Benefits	\$15,000 each person/ \$30,000 each accident	\$ _____
Maximum Limit For The Total Of All Property Protection Benefits	\$10,000 each accident	
<input type="checkbox"/> Personal Injury Protection Coverage Deductible		
Personal Injury Protection benefits shall be subject to a per accident deductible of \$ _____ applicable to:		
() The named insured.		
() The named insured and "family members".		

Under **Definitions**, the following changes are made:

With respect to this endorsement, the definition of "family member" is replaced by the following:

"Family member" means:

1. Members of the named insured's immediate family who do not have a separate household; and
2. Persons actually residing with and economically dependent on the named insured.

With respect to this endorsement, the following definition is added:

"Insured" means:

1. Any person injured while "occupying" "your covered auto";
2. Any person, other than an occupant of another "motor vehicle", injured in an accident involving "your covered auto"; or
3. The named insured or any "family member" injured while a pedestrian or while "occupying" any "motor vehicle" other than "your covered auto".

With respect to **Personal Injury Protection Coverage** only, the following definitions are changed:

1. "Your covered auto" means a "motor vehicle", owned by the named insured, to which the bodily injury liability coverage of this policy applies and which is registered in Delaware.
2. "Motor vehicle" means a land motor vehicle, including a trailer or semitrailer used with such vehicle, required to be registered, licensed and insured under the Delaware Financial Responsibility laws.

With respect to **Property Protection Coverage** only, the following definition is changed:

"Your covered auto" means a "motor vehicle", owned by the named insured, to which the property damage liability coverage of this policy applies and which is registered in Delaware.

PERSONAL INJURY PROTECTION COVERAGE

INSURING AGREEMENT

- A. We will pay, in accordance with the Delaware Code, personal injury protection benefits to or for an "insured" who sustains "bodily injury". The "bodily injury" must:

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1. Be caused by an accident; and
2. Arise out of the ownership, maintenance or use of a "motor vehicle" as a "motor vehicle".

Personal injury protection benefits will be paid if incurred within 2 years from the date of the accident causing "bodily injury".

B. Subject to the limits shown in the Declarations or Schedule, personal injury protection benefits consist of the following:

1. Medical Expenses. Reasonable and necessary expenses for:
 - a. Medical, hospital, dental, surgical, x-ray, ambulance and professional nursing services and prosthetic devices.
 - b. Non-medical remedial care and treatment rendered in accordance with a recognized religious method of healing.
2. Income Loss.
 - a. Loss of wages, salary or their equivalent, net of taxes, for work an "insured" would have performed had he not been injured.
 - b. Loss of wages, salary or lost earnings, net of taxes, for work a self-employed "insured" would have performed had he not been injured.
3. Funeral Expenses. Reasonable, customary and necessary expenses for professional funeral services including the cost of a burial plot.
4. Substitute Services Expenses. Reasonable and necessary extra expenses for personal services which would have been performed by the "insured" had he not been injured.

C. Extension Of Benefits

If within 2 years from the date of an accident causing "bodily injury", a qualified medical practitioner verifies in writing that surgical or dental procedures are:

1. Necessary;
2. Medically determined at that time; and
3. Impossible or impractical to perform within this 2 year period;

we will view:

1. The cost of such surgical or dental procedures;
2. Expenses for related medical treatment; and
3. Income loss resulting from such procedures;

as being incurred within 2 years from the date of the accident. Income loss shall be limited to the period of time, not to exceed 90 days, reasonably necessary to recover from such surgical or dental procedures. We may, at our option, pay such costs either at the time they are determined or at the time they are incurred.

EXCLUSIONS

A. We will not provide **Personal Injury Protection Coverage** for "bodily injury" sustained by any "insured":

1. While a "motor vehicle" is used as a public or livery conveyance to the extent that the limits of liability for this coverage exceed the limits of liability required by the Financial Responsibility Law of the State of Delaware, unless such use is specifically declared and described in the policy.
2. While "occupying" a "motor vehicle" used as a residence or premises.
3. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.
4. Due to:
 - a. War, whether or not declared;
 - b. Civil war;
 - c. Insurrection;
 - d. Rebellion or revolution; or
 - e. Any act or condition incident to any of the above.

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5. While operating "your covered auto" without the express or implied consent of the named insured.
6. If such "insured's" conduct contributed to his "bodily injury" under either of the following circumstances:
 - a. Intentionally causing "bodily injury" to himself; or
 - b. While committing a felony.
7. Other than the named insured or any "family member", while a pedestrian if the accident occurs outside of Delaware.
8. Who is involved in any prearranged, organized, or spontaneous race or who is involved in:
 - a. Preparation for a race of this type, but only while in any pit area, on the track or racecourse or its entrance or exit lanes; or
 - b. Practicing or qualifying for a race of this type.

A race includes any contest for speed or endurance, whether against another competitor or against a time measuring device.

9. Using "your covered auto" at a:
 - a. Racing facility; or
 - b. Facility or roadway temporarily designated for speed, time, racing, or performance driving events. This includes, but is not limited to, the use of "your covered auto" at a performance or racing driving school, a rally in excess of the legal speed limit, or a closed road rally.

However, Exclusions 8.a. and 9. do not apply while "your covered auto" is:

- a. In a race facility's "paddock" area or a specified show display area;
 - b. Being trailered from one location to another;
 - c. Used by you to attend a racing event as a spectator;
 - d. Being operated for purposes of display in any pre- or post-race parade laps; or
 - e. Involved in an organized event on open, public roads while operated within legal speed.
10. Using "your covered auto" to prepare, practice or qualify for, or participate in, any of the following activities, regardless of where they take place:
 - a. Forced hydraulic bouncing competitions or exhibitions;
 - b. Pulling against another vehicle, or pulling of a weighted object competitions or exhibitions, but not including trailer pulling;
 - c. Stereo thumping competitions or exhibitions; or
 - d. Any other similar competitive or exhibition activity that a reasonable person could foresee may cause injury or damage.

However, Exclusion 10. does not apply while "your covered auto" is:

- a. In a facility or a specified show display area and is not involved in any competitive or exhibition activity described in this Exclusion;
- b. Being trailered from one location to another; or
- c. Used by you to attend an event as a spectator.

- B. We will not provide **Personal Injury Protection Coverage** for "bodily injury" sustained by the named insured or any "family member" while:

1. "Occupying"; or
2. A pedestrian injured by an accident with;
any "motor vehicle" other than "your covered auto":

1. With respect to which the insurance required by the Delaware Motorists Protection Act is in effect; or
2. Which is owned by or furnished or available for the regular use of the named insured or any "family member".

LIMIT OF LIABILITY

- A. If the Declarations or Schedule indicates that a single limit of liability is applicable, the limit of liability shown for each accident for Personal Injury Protection Coverage is our maximum limit of liability for all loss and expense arising out of "bodily injury" resulting from any one accident. We will apply the limit of liability to provide any separate limits required by law for personal injury protection benefits.
- B. If the Declarations or Schedule indicates that split limits of liability are applicable, the limit of liability shown for each person for Personal Injury Protection Coverage is our maximum limit of liability for all loss and expense arising out of "bodily injury" sustained by any one person in any one accident.

Subject to this limit for each person, the limit of liability shown for each accident for Personal Injury Protection Coverage is our maximum limit of liability for all loss and expense arising out of "bodily injury" resulting from any one accident.

- C. Subject to either the single limit of liability or the split limits of liability shown as applicable in the Declarations or Schedule for Personal Injury Protection Coverage, the limit of liability shown for each person for funeral expenses is our maximum limit of liability for all funeral expenses for any one person.

This is the most we will pay, regardless of the number of:

- 1. "Insureds";
- 2. Policies applicable;
- 3. Claims made; or
- 4. "Your covered autos".

OTHER INSURANCE

- A. Any **Medical Payments Coverage** or any **Uninsured Motorists Coverage** provided by this policy will be excess over any **Personal Injury Protection Coverage** which is payable, or which would be payable except for the application of a deductible, under this endorsement.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under:
 - 1. This or any other similar insurance; or
 - 2. Any workers' compensation law.
- C. If there is other applicable similar insurance we will pay only our share. Our share is the proportion that our limit of liability bears to the total of all applicable limits.
- D. Any coverage provided by this endorsement shall be excess over any other similar applicable insurance available to an "insured":
 - 1. As a result of "bodily injury" sustained while "occupying" or while a pedestrian injured by an accident with any vehicle, other than a "motor vehicle" for which the security required by the Delaware Motorists Protection Act is in effect.
 - 2. Other than a resident of Delaware, as a result of "bodily injury" sustained while "occupying" "your covered auto" if the accident occurs outside of Delaware.

PROPERTY PROTECTION COVERAGE

INSURING AGREEMENT

We will pay in accordance with the Delaware Code, for accidental damage to property resulting from an accident involving "your covered auto".

EXCLUSIONS

- A. We will not provide **Property Protection Coverage** for damage to any property:
 - 1. While "your covered auto" is being used as a public or livery conveyance to the extent that the limits of liability for this coverage exceed the limits of liability required by the Financial Responsibility Law of the State of Delaware, unless such use is specifically declared and described in this policy.
 - 2. While "your covered auto" is located for use as a residence or premises.
 - 3. Resulting from radioactive contamination.
 - 4. Due to:

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- a. War, whether or not declared;
 - b. Civil war;
 - c. Insurrection;
 - d. Rebellion or revolution; or
 - e. To any act or condition incident to any of the above.
5. While "your covered auto" is used without the express or implied consent of the named insured.
6. Owned by, rented to or leased by the named insured or any "family member".
7. Caused by or resulting from "your covered auto" being:
- a. Involved in any prearranged, organized, or spontaneous race or involved in:
 - 1) Preparation for a race of this type, but only while in any pit area, on the track or racecourse or its entrance or exit lanes; or
 - 2) Practicing or qualifying for a race of this type.

A race includes any contest for speed or endurance, whether against another competitor or against a time measuring device.
 - b. Being used at a:
 - 1) Racing facility; or
 - 2) Facility or roadway temporarily designated for speed, time, racing, or performance driving events. This includes, but is not limited to, the use of "your covered auto" at a performance or racing driving school, a rally in excess of the legal speed limit, or a closed road rally.

However, paragraphs a.1) and b. of this exclusion do not apply while "your covered auto" is:

- 1) In a race facility's "paddock" area or a specified show display area;
 - 2) Being trailered from one location to another;
 - 3) Used by you to attend a racing event as a spectator;
 - 4) Being operated for purposes of display in any pre- or post-race parade laps; or
 - 5) Involved in an organized event on open, public roads while operated within legal speed.
- c. Being used to prepare, practice or qualify for, or participate in, any of the following activities, regardless of where they take place:
- 1) Forced hydraulic bouncing competitions or exhibitions;
 - 2) Pulling against another vehicle, or pulling of a weighted object competitions or exhibitions, but not including trailer pulling;
 - 3) Stereo thumping competitions or exhibitions; or
 - 4) Any other similar competitive or exhibition activity that a reasonable person could foresee may cause injury or damage.

However, paragraph c. of this exclusion does not apply while "your covered auto" is:

- 1) In a facility or a specified show display area and is not involved in any competitive or exhibition activity described in this paragraph;
- 2) Being trailered from one location to another; or
- 3) Used by you to attend an event as a spectator.

B. We will not provide **Property Protection Coverage for damage to any:**

- 1. "Motor vehicle" or any property in or upon such vehicle.
- 2. Aircraft, watercraft or any property in or upon such craft.

LIMIT OF LIABILITY

The limit of liability shown in the Declarations or Schedule for **Property Protection Coverage** is the most we will pay, for all damage to property resulting from any one accident, regardless of the number of:

1. "Insureds";
2. Policies applicable;
3. Claims made; or
4. "Your covered autos".

OTHER INSURANCE

- A. We will not provide **Property Protection Coverage** if there is other valid and collectible property insurance unless the owner or operator of "your covered auto" would be legally liable for such damage under applicable principles for tort law. The question of whether that person is legally liable shall be resolved by arbitration.
- B. Any **Uninsured Motorists Coverage** provided by this policy shall be excess over any **Property Protection Coverage** provided by this endorsement.

STATUTORY COMPLIANCE

The **Property Protection Coverage** provided by this endorsement is, subject to its terms and conditions, at least as extensive as the minimum coverage required by the Delaware Code.

ARBITRATION

We shall submit to arbitration any claim for **Personal Injury Protection Coverage** or **Property Protection Coverage**. The person making the claim must submit a written request for arbitration to the Delaware Insurance Commissioner within 90 days from the date we:

1. Make a settlement offer; or
2. Deny coverage or liability.

PART E – DUTIES AFTER AN ACCIDENT OR LOSS

The following changes are made:

B.5. is replaced by the following with respect to **Personal Injury Protection Coverage**:

The "insured" or someone on his behalf shall promptly, but in no event more than 2 years after expenses are incurred, give us written proof of claim, under oath if required.

The following duty is added with respect to **Personal Injury Protection Coverage**:

If the "insured" or his legal representative takes legal action to recover damages for "bodily injury" against a third party, that person must promptly forward to us a copy of the summons and complaint or other process served in connection with the legal action.

The following duties are added with respect to **Property Protection Coverage**:

1. In the event of theft, the named insured must promptly notify the police.
2. In the event of loss:
 - a. The property shall be protected from further loss. We will pay reasonable expenses incurred to do this. However, we will not pay for any further loss resulting from the failure to protect the property.
 - b. Within 91 days after loss:
 - 1) Sworn proof of loss, in such form and containing information as we may reasonably require, shall be submitted to us.
 - 2) At our request:
 - a) The damaged property shall be shown to us; and
 - b) The owner or bailee for such property shall submit to examination under oath.

PART F – GENERAL PROVISIONS

The following changes are made:

Paragraph B. of the **Our Right To Recover Payment** provision does not apply to either **Personal Injury Protection Coverage** or **Property Protection Coverage**.

Paragraph **B.** of the **Policy Period And Territory** Provision is replaced by the following:

The policy territory is, with respect to:

1. **Personal Injury Protection Coverage:**
 - a. The United States of America, its territories or possessions; or
 - b. Canada.
2. **Property Protection Coverage**, Delaware.

All other policy provisions apply.