

POLICY NUMBER:

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELAWARE PERSONAL INJURY PROTECTION ENDORSEMENT

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Delaware, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

	Personal Injury Protection For "Bodily Injury"	Limit Of Compensation
<input type="checkbox"/>	Single Limit	\$30,000 Each "Accident"
<input type="checkbox"/>	Or Split Limits	\$15,000 Each Person \$30,000 Each "Accident"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Coverage

1. Personal Injury Protection

We will pay, in accordance with Del. Code Ann. Tit. 21, Chapter 21, Subchapter 1, Personal Injury Protection benefits to or for the benefit of the "injured person" who sustains "bodily injury" caused by an "accident" arising out of the ownership, maintenance or use of a "motor vehicle" as a motor vehicle and incurred within two years from the date of the "accident".

Subject to the limits shown in the Schedule, these Personal Injury Protection benefits consist of:

- a. Medical expenses. Reasonable expenses for necessary medical, hospital, dental, surgical, x-ray, ambulance, and professional nursing services, prosthetic devices and nonmedical remedial care and treatment rendered in accordance with a recognized religious method of healing.
- b. Funeral expenses. Reasonable and necessary expenses for professional funeral services and all customary charges, which may include a burial plot.
- c. Loss of earnings. Any amount actually lost, net of taxes on income which would have applied, by reason of inability to work and earn wages or salary or their equivalents that would otherwise have been earned in the normal course of an "injured person's" employment but not other income, but loss of earnings does not include any loss after the death of an "injured person".
- d. Substitute service expenses. Reasonable and necessary extra expense for personal services which would have been performed by the "injured person" had he or she not been injured.

2. Damage To Property Other Than A Motor Vehicle

We will pay in accordance with Del. Code Ann. Tit. 21, Chapter 21, Subchapter 1, for accidental damage which occurs during the policy period to property damaged in an "accident" involving the "insured motor vehicle", other than damage to a "motor vehicle".

B. Who Is An Insured

1. You.
2. If you are an individual, any "family member".
3. Any person while occupying the "insured motor vehicle".

4. Any person injured in an "accident" involving the "insured motor vehicle", other than an occupant of another "motor vehicle".

C. Exclusions

1. Personal Injury Protection

We will not pay Personal Injury Protection benefits for "bodily injury" sustained by:

- a. Any person while the "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 Coverage Part.
- b. Any person while occupying a "motor vehicle" located for use as a residence or premises.
- c. Any person resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.
- d. Any person due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.
- e. Any person while operating the "insured motor vehicle" without your express or implied consent.
- f. Any person if such person's conduct contributed to his or her "bodily injury" under any of the following circumstances:
 - (1) Causing "bodily injury" to himself or herself intentionally; or
 - (2) While committing a felony.
- g. Any person, other than you or any "family member", while a pedestrian, if the accident occurs outside the State of Delaware.
- h. You or any "family member" while occupying or while a pedestrian arising out of the ownership, maintenance or use of any "motor vehicle" (other than the "insured motor vehicle") with respect to which the insurance required by the Delaware Motorists Protection Act is in effect.
- i. You or any "family member" while "occupying" or while a pedestrian arising out of the ownership, maintenance or use of any "motor vehicle" owned by or furnished or available for the regular use of you or any "family member" if such "motor vehicle" is not an "insured motor vehicle".

2. Damage To Property Other Than A Motor Vehicle

We will not pay benefits for:

- a. Damage to any property while the "insured motor vehicle" 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 the Coverage Part.
- b. Damage to any property while the "insured motor vehicle" is located for use as a residence or premises.
- c. Damage to any property resulting from radioactive contamination.
- d. Damage to any property due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to the foregoing.
- e. Damage to any property while the "insured motor vehicle" is used without your express or implied consent.
- f. Damage to aircraft, watercraft, self-propelled mobile equipment and to any property in or upon any of the aforementioned.
- g. Damage to any property in or upon any "motor vehicle".
- h. Damage to any property owned by, rented to or leased by you or any "family member".

D. Limit Of Insurance

1. Personal Injury Protection

Regardless of the number of persons insured, policies applicable, claims made, premiums paid or "insured motor vehicles" to which this coverage applies, the total limit of compensation payable by us under this coverage is as follows, provided that, the payment for funeral expenses included in the following shall in no event exceed \$5,000 for any one person:

- a. If the Schedule indicates a single limit of compensation, the total limit of compensation payable by us under this coverage for all loss and expense arising out of "bodily injury" as a result of any one "accident" shall be \$30,000. We will apply the limit of compensation to provide any separate limits required by law for personal injury protection benefits.

- b. If the Schedule indicates an "each person" and "each accident" limit of compensation, the total limit of compensation payable by us under this coverage for all loss and expense arising out of "bodily injury" sustained by one "injured person" as the result of any one "accident" shall be \$15,000 and, subject to the above provision respecting one "injured person", the total limit of compensation payable by us for all loss and expense arising out of "bodily injury" sustained by two or more "injured persons" as the result of any one "accident" shall be \$30,000.

2. Damage To Property Other Than A Motor Vehicle

Regardless of the number of persons insured, policies applicable, claims made, premiums paid or "insured motor vehicles" to which this coverage applies, the total limit of compensation payable by us under this coverage for all damage to property as the result of any one "accident" shall be \$10,000.

E. Changes In Conditions

The Conditions are changed for Delaware Personal Injury Protection Coverage as follows:

- 1. Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt written notice of the "accident" or "loss". Include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "injured person's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

- b. Additionally, you and any other involved "injured person" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "injured person's" own cost.
- (2) Immediately send us copies of any demand, notice, summons or legal paper received concerning the claim or "suit".

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical reports, copies of records and loss of earnings information or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- (6) As promptly as practical and in no event more than two years after expenses are incurred, give us written proof of claim, under oath if required.
- c. If an "injured person" or his or her legal representative institutes legal action for damages for "bodily injury", he or she must promptly give us a copy of the summons and complaint or other process served in connection with the legal action.
- d. If there is "loss" to an "insured motor vehicle" or its equipment, you must also do the following:
 - (1) Promptly notify the police if the "insured motor vehicle" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the "insured motor vehicle" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the "insured motor vehicle" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.
- e. In the event of loss to property other than a motor vehicle:
 - (1) The property shall be protected and any further loss due to failure to protect shall not be recoverable under this coverage; reasonable expenses incurred affording such protection shall be deemed incurred at our request; and
 - (2) Within 91 days after loss, sworn proof of loss in such form and including such information as we may reasonably require shall be filed with us and, upon our request, the damaged property shall be exhibited and the owner or bailee thereof shall submit to examination under oath.

2. Other Insurance in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are amended by the addition of the following:

For damage to property other than a "motor vehicle", this coverage does not apply if there is other valid and collectible property coverage covering a loss which would otherwise be covered by this coverage unless the owner or operator of the "insured motor vehicle" would be legally liable for such damage under applicable principles of tort law. The question of whether such owner or operator would be legally liable shall be resolved by arbitration.

3. Policy Period, Coverage Territory is amended by the addition of the following:

For damage to property other than a "motor vehicle", we cover "accidents" and "losses" occurring during the policy period shown in the Declarations and in the State of Delaware.

The following conditions are added:

Coordination And Nonduplication

- 1. For Personal Injury Protection benefits, no "injured person" shall recover duplicate Personal Injury Protection payments for the same elements of loss under this or any other similar automobile coverage or for any benefits provided under any workers' compensation law.
- 2. For Personal Injury Protection benefits, this coverage is excess to any other similar automobile coverage available:
 - a. To an "injured person" as a result of "bodily injury" sustained while "occupying", or while a pedestrian arising out of the ownership, maintenance or use of any vehicle other than a "motor vehicle" with respect to which the security required under the Delaware Motorists Protection Act is in effect; or
 - b. To an "injured person", other than a resident of the State of Delaware, as a result of "bodily injury" sustained while "occupying" the "insured motor vehicle" if the "accident" occurs outside the State of Delaware.
- 3. Any automobile medical payments coverage and any uninsured motorists coverage provided under this policy are excess over any benefits available, or which would be available but for the application of a deductible, under the coverage provided for Personal Injury Protection and for Damage To Property Other Than A Motor Vehicle.

Dental Or Surgical Procedures, Medical Expense And Loss Of Earnings

For Personal Injury Protection benefits, any expenses for dental or surgical procedures, medical expenses including related treatment and "loss of earnings", the necessity of which have been medically ascertained and verified in writing as being necessary by a qualified medical practitioner within two years from the date of the "accident", which are impossible or impractical to perform during that period, shall be treated as if incurred within two years from the date of the "accident". We shall have the option to pay such expenses either at the time such expenses are ascertained or at the time they are incurred. The amount of loss of earnings payable in connection with such dental or surgical procedures shall be limited to the period of time that is reasonably necessary to recover from such procedures but not to exceed 90 days.

Arbitration

We shall submit to arbitration any claim for Personal Injury Protection benefits provided by this endorsement, and any claim for damage to a "motor vehicle", including loss of use of such vehicle; provided the person claiming loss or damage shall make a written request for arbitration to the Insurance Commissioner of the State of Delaware within 90 days from the date an offer of settlement or denial of coverage or liability has been made by us.

Statutory Provision

Notwithstanding any of the terms and conditions of the policy, the coverage afforded under this insurance is, subject to its terms and conditions, at least as extensive as the minimum coverage required by Del. Code Ann. Tit. 21, Chapter 21, Subchapter 1.

F. Additional Definitions

1. The definition of "auto" in the **Definitions** section does not apply. The following definition of "motor vehicle" applies instead:

a. Personal Injury Protection

"Motor vehicle" means a land motor vehicle, including a trailer or semitrailer used therewith, designed to travel upon public roads in, upon or by which any person or property is or may be transported or drawn upon a public highway, except devices moved by human or animal power or used exclusively upon stationary rails or tracks.

b. Damage To Property Other Than A Motor Vehicle

"Motor vehicle" means a land motor vehicle, including a trailer or semitrailer used therewith, designed to travel upon public roads in, upon or by which any person or property is or may be transported or drawn upon a public highway, except devices moved by human or animal power or used exclusively upon stationary rails or tracks. "Motor vehicle" also includes self-propelled mobile equipment.

2. The definition of "insured" in the **Definitions** section does not apply. The following definition of "injured person" applies instead:

"Injured person" means:

- a. Any person injured while occupying the "insured motor vehicle";
- b. Any person injured in an "accident" involving the "insured motor vehicle"; or
- c. You or any "family member" injured while a pedestrian or while occupying any "motor vehicle", other than the "insured motor vehicle".

3. As used in this endorsement:

- a. "Family member" means members of your immediate family not having a separate household and persons actually residing with and economically dependent upon you.

- b. "Insured motor vehicle" means:

(1) For Personal Injury Protection, a "motor vehicle" owned by you to which the bodily injury Covered Autos Liability Coverage of the Coverage Part applies and which is registered in the State of Delaware.

(2) For Damage To Property Other Than A Motor Vehicle, a "motor vehicle" owned by you to which the property damage Covered Autos Liability Coverage of the Coverage Part applies and which is registered in the State of Delaware.