

COVERAGE EXTENSION FOR NAMED PERSON

This endorsement is a part of the policy. Except for the changes this endorsement makes, all other provisions of the policy remain the same and apply to this endorsement.

1. **You** and **your**, wherever they appear in Liability Coverage, No-Fault Coverage, Uninsured Motor Vehicle Coverage, Underinsured Motor Vehicle Coverage, and the Physical Damage Coverages, include a **designee**.

2. DEFINITIONS

- a. The following is added:

Designee means:

1. the **person** whose name is shown immediately following the title of this endorsement on the Declarations; and
2. the spouse of the **person** described in 1. above if that spouse resides primarily with that **person**.

- b. The first sentence of **Newly Acquired Car** is changed to read:

Newly Acquired Car means a **car** newly **owned by you**.

- c. **Non-Owned Car** is changed to read:

Non-Owned Car means a **car** that is in the lawful possession of a **designee** or any **resident relative** and that neither:

1. is **owned by**:

- a. **you**;
- b. any **designee**;
- c. any **resident relative**;
- d. any other **person** who resides primarily in a **designee's** household; or
- e. an employer of any **person** described in b., c., or d. above; nor

2. has been operated by, rented by, or in the possession of:

- a. **you**;
- b. any **designee**; or
- c. any **resident relative**

during any part of each of the 31 or more consecutive days immediately prior to the date of the accident or **loss**.

- d. **Resident Relative** is changed to read:

Resident Relative means a **person**, other than a **designee**, who resides primarily with a **designee** and who is:

1. related to that **designee** by blood, marriage, or adoption, including a **designee's** unmarried and unemancipated child who is away at school and otherwise maintains their primary residence with that **designee**; or
2. a ward or a foster child of the **designee**, or a **person** described in 1. above.

- e. **Temporary Substitute Car** is changed to read:

Temporary Substitute Car means a **car** that is in the lawful possession of the **person** operating it and that:

1. replaces a **your car** or a **newly acquired car** for a short time while that **car** is out of use due to its:
 - a. breakdown;
 - b. repair;
 - c. servicing;
 - d. damage; or
 - e. theft; and

2. neither **you**, the **designee**, nor the **person** operating it own or have registered.

If a **car** qualifies as both a **non-owned car** and a **temporary substitute car**, then it is considered a **temporary substitute car** only.

f. **You** or **Your** is changed to read:

You or **Your** means the named insured or named insureds shown on the Declarations.

3. LIABILITY COVERAGE

a. Additional Definition

Item 2. of **Insured** is changed to read:

2. a **designee** for the maintenance or use of a **car** that is **owned by**, or furnished by an employer to, a **person** who resides primarily in that **designee's** household, but only if such **car** is neither **owned by** a **designee**, nor furnished by an employer to a **designee**;

b. Exclusions

The following exclusion is added:

THERE IS NO COVERAGE FOR AN **INSURED** FOR DAMAGES RESULTING FROM:

1. THE HANDLING OF PROPERTY BEFORE IT IS MOVED FROM THE PLACE WHERE IT IS ACCEPTED BY THE **INSURED** FOR MOVEMENT INTO OR ONTO A VEHICLE FOR WHICH THE **INSURED** IS PROVIDED LIABILITY COVERAGE BY THIS POLICY;
2. THE HANDLING OF PROPERTY AFTER IT IS MOVED FROM THE VEHICLE DESCRIBED IN 1. ABOVE TO THE PLACE WHERE IT IS FINALLY DELIVERED BY THE **INSURED**; OR
3. THE MOVEMENT OF PROPERTY BY MEANS OF A MECHANICAL DEVICE, OTHER THAN A HAND TRUCK, THAT IS NOT ATTACHED TO THE VEHICLE DESCRIBED IN 1. ABOVE.

4. NO-FAULT COVERAGE

Additional Definitions

Insured is changed to read:

Insured means:

1. the **designee** or any **resident relative**:
 - a. while **occupying a motor vehicle**; or
 - b. struck as a **pedestrian** by a **motor vehicle** or motorcycle; or
2. any other **person occupying** or struck as a **pedestrian** by a **motor vehicle** insured under the Liability Coverage and No-Fault Coverage of this policy.

b. Limits

(1) Item 1., **The Most We Pay**, is changed to read:

1. The Most We Pay

The most **we** pay each **insured** who is:

- a. the **designee** or any **resident relative** is limited to the amounts shown in the Schedule for **your** coverage symbol; and
- b. any other **person** is limited to the amount shown in the Schedule for coverage symbol P1 regardless of **your** coverage symbol.*

The "Aggregate Limit" is the total amount of coverage for all loss and expense due to **bodily injury** to one **insured**.

(2) The footnote under the Schedule is changed to read:

* The maximum amount payable for an **insured** who is other than the **designee** or a **resident relative**.

c. Exclusions

(1) Exclusion 1. is changed to read:

1. THE **DESIGNEE** WHILE **OCCUPYING** ANY **MOTOR VEHICLE OWNED BY THE DESIGNEE** WHICH IS NOT INSURED UNDER THE LIABILITY COVERAGE OF THIS POLICY;

(2) Exclusion 3. is changed to read:

3. THE **DESIGNEE** OR ANY **RESIDENT RELATIVE** WHILE **OCCUPYING** OR WHEN STRUCK AS A **PEDESTRIAN** BY ANY **MOTOR VEHICLE**, TO THE EXTENT THERE IS COVERAGE REQUIRED BY THE **NO-FAULT ACT** ON THAT VEHICLE.

This does not apply if:

- a. the vehicle is insured under the Liability Coverage of this policy; or
- b. the **designee** or any **resident relative** is **occupying**:
 - (1) a bus as defined in the **No-Fault Act**, or
 - (2) a vehicle being used to transport persons under a ridesharing arrangement as defined in Section 8-02-07 of the North Dakota Century Code.

(3) Exclusion 4.b. is changed to read:

4. b. TO THE EXTENT BENEFITS PROVIDED BY THIS COVERAGE ARE GREATER THAN THE MINIMUM BENEFITS REQUIRED BY THE **NO-FAULT ACT**.

This does not apply to the **designee** or any **resident relative**;

(4) Exclusion 5. is changed to read:

5. ANY **PEDESTRIAN** STRUCK OUTSIDE OF NORTH DAKOTA. This does not apply to the **designee** or any **resident relative**.

d. **If Other Coverage Applies**

Items 2. and 3. are changed to read:

2. **Motor Vehicles Not Owned By the Insured**

If:

- a. the **designee** is injured while **occupying** or when struck as a **pedestrian** by a **motor vehicle** that is not **owned by the designee**, or
- b. any **resident relative** is injured while **occupying** or when struck as a **pedestrian** by a **motor vehicle** that is not **owned by that resident relative**, or
- c. the **designee** or any **resident relative** is injured while **occupying a motor vehicle** that is not:
 - (1) defined as a bus in the **No-Fault Act**, or
 - (2) being used to transport **persons** under a ridesharing arrangement as defined in Section 8-02-07 of the North Dakota Century Code, or
 - (3) **owned by a person** or organization in a **car business**, while the **motor vehicle** is loaned, rented or leased to the **designee** or a **resident relative**,

this coverage applies:

- a. as excess to any similar coverage which applies to the vehicle as primary coverage; but
- b. only in the amount by which the limit of liability of this policy exceeds the limit of liability of the primary coverage.

3. **If More Than One Coverage Applies**

Subject to 1. and 2. above, if no-fault coverage is available to the **designee** or any **resident relative** from more than one source:

- a. the total limit of liability shall not exceed the highest limit of liability of any one policy or plan of self-insurance; and
- b. **we** will pay **our** share. **Our** share is that per cent of the expense or loss that the limit of liability of this policy bears to the total limit of liability of all no-fault coverage that applies.

5. UNINSURED MOTOR VEHICLE COVERAGE and UNDERINSURED MOTOR VEHICLE COVERAGE

a. Additional Definitions

(1) **Insured** is changed to read:

Insured means:

1. the **designee**;
2. **resident relatives**;
3. any other **person** while **occupying**:
 - a. a **your car**;
 - b. a **newly acquired car**; or
 - c. a **temporary substitute car**.

Such vehicle must be used within the scope of **your** consent. Such other **person occupying** a vehicle used to carry **persons** for a charge is not an **insured**; and

4. **you** or any **person** or organization entitled to recover compensatory damages as a result of **bodily injury** to an **insured** as defined in 1., 2., or 3. above.
- (2) Item 2. under "**Uninsured Motor Vehicle** does not include a land motor vehicle:" and "**Underinsured Motor Vehicle** does not include a land motor vehicle:" is changed to read:
2. **owned by**, rented to, or furnished or available for the regular use of **you** or a **designee**;

b. Exclusions

Exclusion 2.a. is changed to read:

2. FOR AN **INSURED** WHO SUSTAINS **BODILY INJURY**:
 - a. WHILE **OCCUPYING** A MOTOR VEHICLE **OWNED BY YOU**, THE **DESIGNEE**, OR ANY **RESIDENT RELATIVE** IF IT IS NOT **YOUR CAR** OR A **NEWLY ACQUIRED CAR**; OR

The exception to Exclusion 2.b. is changed to read:

This exclusion (2.b.) does not apply to a **designee** provided that the motor vehicle is not **owned by a designee**;

6. PHYSICAL DAMAGE COVERAGES

Additional Definitions

a. **Covered Vehicle** is changed to read:

Covered Vehicle means:

1. a **your car**, but only for those coverages for which a premium for that **your car** is shown under the corresponding "Coverage Symbol" in the "POLICY PREMIUM" schedules on the Declarations;
2. a **newly acquired car**, if a premium is shown under the corresponding "Coverage Symbol" in the "POLICY PREMIUM" schedules on the Declarations;
3. a **temporary substitute car** but only for those coverages available to the **car** being replaced;
4. a camper that is:
 - a. shown on the Declarations; and
 - b. designed to be mounted or installed on a **your car** described in 1. above, but only for those coverages for which a premium is shown for that **your car** under the corresponding "Coverage Symbol" in the "POLICY PREMIUM" schedules on the Declarations;
5. a **non-owned car**:
 - a. if a premium is shown under the corresponding "Coverage Symbol" in the "POLICY PREMIUM" schedules on the Declarations; and
 - b. while it is:
 - (1) being driven by the **designee** or a **resident relative**; or

- (2) in the custody of the **designee** or a **resident relative** if at the time of the **loss** it is:
- (a) not being driven; or
 - (b) being driven by a **person** other than the **designee** or a **resident relative** and being **occupied** by the **designee** or a **resident relative**;

6. a **non-owned trailer**:

- a. if a premium is shown under the corresponding "Coverage Symbol" in the "POLICY PREMIUM" schedules on the Declarations; and
 - b. while it is being used by the **designee** or a **resident relative**; and
7. a **non-owned camper**:

7. a **non-owned camper**:

- a. if a premium is shown under the corresponding "Coverage Symbol" in the "POLICY PREMIUM" schedules on the Declarations; and
- b. while it is being used by the **designee** or a **resident relative**.

A **covered vehicle** also includes the parts and equipment that are common to the use of the vehicle as a vehicle. However, parts and equipment of **trailers** and campers must be securely fixed as a permanent part of the **trailer** or camper.

Covered Vehicle does not include any vehicle to which the Rental Vehicle Coverage provision of Liability Coverage applies.

- b. **Insured** is changed to read:

Insured means **you**, **designees**, and **resident relatives**.

7. GENERAL TERMS

The last paragraph of 6. **Newly Owned or Newly Leased Car** is deleted.

2835V