

## **DRIVER EXCLUSION (Comparative Fault)**

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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.

IT IS AGREED THAT WHILE ANY MOTOR VEHICLE IS OPERATED BY THE **PERSON** WHOSE NAME IS SHOWN IMMEDIATELY FOLLOWING THE TITLE OF THIS ENDORSEMENT ON THE DECLARATIONS:

1. **WE SHALL NOT BE LIABLE AND NO LIABILITY OR OBLIGATION OF ANY KIND SHALL ATTACH TO US FOR BODILY INJURY, LOSS OR DAMAGE UNDER:**
  - a. LIABILITY COVERAGE; OR
  - b. PHYSICAL DAMAGE COVERAGES; AND
2. **WE WILL PROPORTIONALLY REDUCE ANY DAMAGES OR BENEFITS PAYABLE TO THAT PERSON AND TO ANY NAMED INSURED UNDER:**
  - a. **PERSONAL INJURY PROTECTION BENEFITS;**
  - b. UNINSURED MOTOR VEHICLE BODILY INJURY COVERAGE;
  - c. UNDERINSURED MOTOR VEHICLE COVERAGE; OR
  - d. UNINSURED MOTOR VEHICLE PROPERTY DAMAGE COVERAGE;

TO THE EXTENT THAT THE **PERSON** WHOSE NAME IS SHOWN IMMEDIATELY FOLLOWING THE TITLE OF THIS ENDORSEMENT ON THE DECLARATIONS IS COMPARATIVELY AT FAULT IN CAUSING THE ACCIDENT; HOWEVER
3. IF THAT **PERSON** IS 50 PERCENT OR MORE AT FAULT IN CAUSING THE ACCIDENT, THEN THAT **PERSON** AND ANY NAMED INSURED ARE BARRED FROM RECOVERING ANY DAMAGES OR BENEFITS PAYABLE UNDER:
  - a. **PERSONAL INJURY PROTECTION BENEFITS;**
  - b. UNINSURED MOTOR VEHICLE BODILY INJURY COVERAGE;
  - c. UNDERINSURED MOTOR VEHICLE COVERAGE; OR
  - d. UNINSURED MOTOR VEHICLE PROPERTY DAMAGE COVERAGE.