

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

## **MOTORSPORTS ADVANTAGE™ + HIGH PERFORMANCE DRIVER'S EDUCATION ENDORSEMENT – NORTH DAKOTA**

For an additional premium, this coverage applies only to “your covered auto” designated in the Declarations with **Motorsports Advantage™ + High Performance Driver's Education**.

### **DEFINITIONS**

The following words and phrases are defined only with respect to the coverage provided by this endorsement:

- A. “Automotive tools” includes tools and portable equipment used in the maintenance of collector vehicles. This also includes:
1. Portable carts or cases used to store covered tools; and
  2. Accessories for covered tools, whether attached or not.
- B. “High Performance Driver's Education event” means an education-focused, instructor-led event with the purpose of teaching advanced high-speed driving techniques on a dedicated, closed road-racing course in a safe environment under controlled conditions. If multiple vehicles are permitted on the course simultaneously, passing must be governed by established rules such as mandatory hand signals, turn indicators, or other communication from the leading car to the overtaking car that they are permitted to pass, and unrestricted passing must be prohibited. Such events must be organized and administered by a recognized governing body, such as the Sports Car Club of America or a national car club, such as the Porsche Club of America, or any organization that has established protocols for running such events. Coverage is not provided for components of an event which do not have an educational function, such as open lapping sessions or time trials.
- C. “Personal effects” includes items usually carried by tourists and travelers which you own and use or wear, while temporarily located in the vehicle, except “personal effects” does not include:
1. “Equipment”, “spare parts”, or “automotive tools”;
  2. Accounts, bills, checks, credit or debit cards, currency, deeds, documents, evidences of debt, gift cards or certificates, letters of credit, money, notes, or securities;
  3. Portable digital or electronic devices, cell phones, or laser or radar detection devices, including their accessories; or
  4. Tapes, disks, or other media used with equipment described immediately above.
- D. “Pit vehicle” means an unregistered vehicle of scooter, golf cart, or utility task vehicle design with an engine not exceeding 15 horsepower in output, and which is used as transportation during your attendance at a motorsports related event.
- E. “Safety equipment” includes portable equipment used or worn by you or any person in “your covered auto” during the operation of collector vehicles. This includes:
1. Helmets;
  2. Gloves;
  3. Goggles;
  4. Footwear;
  5. Portable fire extinguishers; or
  6. Flame-retardant racing suits.

The following coverage is added by this endorsement:

### **ADDED FUNERAL BENEFIT**

#### **INSURING AGREEMENT**

Subject to the limits shown in this added coverage, the **Added Funeral Benefit** shall pay for funeral expenses incurred for a funeral, burial, or cremation, in the event of your death or the death of a “family member” when:

- A. "Bodily injury" is a direct result of an auto accident involving "your covered auto" which is listed in the Declarations with **Bodily Injury Liability**; and
- B. Death occurs within 90 days after the date of the auto accident.

For purposes of **Added Funeral Benefit** coverage:

- A. "Your covered auto" does not include a vehicle you do not own, or a vehicle with fewer than 4 wheels; and
- B. A limited benefit may be extended to a pet owned by you or a "family member" "occupying" "your covered auto" at the time of the auto accident.

## EXCLUSIONS

We do not provide any **Added Funeral Benefit** for "bodily injury":

- A. Caused by or resulting from an intentional act committed by or at the direction of a Named Insured or "family member". An intentional act includes any voluntary act that a reasonable person could foresee may cause injury or damage.
- B. When the auto accident occurs while you or a "family member" is operating or is a passenger on a motorcycle.
- C. When the auto accident occurs while you or a "family member" is engaged in illegal activities.
- D. Sustained while "occupying" "your covered auto" when it is being used to carry persons or property for a fee.
- E. Sustained while "occupying" "your covered auto" located for use as a residence or premises.
- F. Occurring during the course of employment if workers' compensation benefits are required or available for the "bodily injury".
- G. Sustained while "occupying" "your covered auto" when it is being used in any "business".
- H. Caused by or as a consequence of:
  - 1. Discharge of a nuclear weapon, even if accidental;
  - 2. Declared or undeclared war;
  - 3. Civil war;
  - 4. Insurrection; or
  - 5. Rebellion or revolution.
- I. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
  - 1. Nuclear reaction;
  - 2. Radiation; or
  - 3. Radioactive contamination.
- J. Caused by suicide or attempted suicide, whether sane or insane.
- K. While "your covered auto" is:
  - 1. Involved in any prearranged, organized, or spontaneous race, or 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.
  - 2. Used 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 event, a rally in excess of the legal speed limit, or a closed road rally.

However, paragraphs 1.a. and 2. of this exclusion do not apply while “your covered auto” is:

- a. Participating in or preparing for a “High Performance Driver’s Education event”;
  - b. In a race facility’s “paddock” area or a specified show display area;
  - c. Being trailered from one location to another;
  - d. Used by you to attend a racing event as a spectator;
  - e. Being operated for purposes of display in any pre- or post-race parade laps; or
  - f. Involved in an organized event on open, public roads while operated within legal speed.
3. Being used to prepare, practice, 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 during 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, paragraph 3. of this exclusion 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 paragraph;
- b. Being trailered from one location to another; or
- c. Used by you to attend an event as a spectator.

#### **LIMIT OF LIABILITY**

The limit of liability is \$10,000 for all eligible expenses resulting from any one auto accident. At your option, up to \$500 of this limit may be applied to pets. This is the most we will pay regardless of the number of:

- A. Covered persons or pets;
- B. Claims made;
- C. Vehicles or premiums shown in the Declarations;
- D. Vehicles involved in the auto accident; or
- E. Lawsuits brought.

This coverage will be primary and will not be reduced or be used to reduce any other coverage provided by this policy.

#### **PAYMENT OF BENEFIT**

The **Added Funeral Benefit** will be paid as follows:

- A. If the deceased person is survived by a spouse who was a resident of the same household at the time of the auto accident, benefits are payable to such spouse.
- B. If the deceased was a minor or a pet, benefits are payable to you.
- C. If A. or B. above does not apply, benefits are payable to the deceased person’s estate.

### **PART B – MEDICAL PAYMENTS COVERAGE**

#### **MOTORSPORTS MEDICAL PAYMENTS COVERAGE**

**Motorsports Medical Payments Coverage**, a supplemental medical payments coverage, is added under **PART B** when a limit of liability is shown in the Declarations for **Medical Payments Coverage**.

**INSURING AGREEMENT**

- A. We will pay reasonable expenses incurred for necessary medical and funeral services because of “bodily injury” to any person caused by an accident which occurs during a “High Performance Driver’s Education event” while using “your covered auto”.
- B. We will pay only those expenses incurred for services rendered within 3 years from the date of the accident.

**EXCLUSIONS**

- A. All exclusions in **PART B** apply to this coverage, except the following exclusions, which are amended only for purposes of **Motorsports Medical Payments Coverage**.

We do not provide **Motorsports Medical Payments Coverage** for any “insured” for “bodily injury”:

Exclusions I. and J. are amended to read:

- I. Sustained while “occupying” “your covered auto” when it is 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.

- J. Sustained while “occupying” “your covered auto” when it is 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 an unsanctioned performance or racing driving event, a rally in excess of the legal speed limit, or a closed road rally.

However, Exclusions I.1. and J. do not apply while “your covered auto” is:

- 1. Participating in or preparing for a “High Performance Driver’s Education event”;
- 2. In a race facility’s “paddock” area or a specified show display area;
- 3. Being trailered from one location to another;
- 4. Used by you to attend a racing event as a spectator;
- 5. Being operated for purposes of display in any pre- or post-race parade laps; or
- 6. Involved in an organized event on public roads while operated within legal speed.

- B. This coverage shall not apply, directly or indirectly, to benefit any:

- 1. Workers’ compensation or disability benefits insurer;
- 2. Self-insurer under any workers’ compensation, or disability benefits or similar law; or
- 3. Government body or agency.

**LIMIT OF LIABILITY**

- A. The most we will pay under **Motorsports Medical Payments Coverage** for all losses resulting from any one accident which occurs during a “High Performance Driver’s Education event” to which this policy applies is \$5,000. This is the most we will pay regardless of the number of:
  - 1. “Insureds”;
  - 2. Claims made;
  - 3. Vehicles or premiums shown in the Declarations; or
  - 4. Vehicles involved in the accident.

- B. No one will be entitled to receive duplicate payments for the same elements of loss.
- C. No coverage is provided under **Motorsports Medical Payments Coverage** for “bodily injury” covered under any other coverage provided under this policy.

#### **PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO**

The following provisions are modified by this endorsement:

##### **SPARE PARTS**

The limit for “spare parts” is increased by \$1,500. This limit is in addition to any amount(s) shown in the Declarations for **Spare Parts**.

##### **EXCLUSIONS**

Exclusions H. and I. are amended to read:

- H. Loss caused by or resulting from “your covered auto” being 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.

- I. Loss caused by or resulting from “your covered auto” 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 an unsanctioned performance or racing driving event, a rally in excess of the legal speed limit, or a closed road rally.

However, Exclusions H.1. and I. do not apply while “your covered auto” is:

1. Participating in or preparing for a “High Performance Driver’s Education event”;
2. In a race facility’s “paddock” area or a specified show display area;
3. Being trailered from one location to another;
4. Used by you to attend a racing event as a spectator;
5. Being operated for purposes of display in any pre- or post-race parade laps; or
6. Involved in an organized event on public roads while operated within legal speed.

The following is added to the **LIMIT OF LIABILITY** provision:

In the event of loss or damage to “your covered auto”, including total loss or “constructive total loss”, caused as a result of your participation in a “High Performance Driver’s Education event”, we will pay, subject to a deductible of \$500, the lesser of:

- A. The amount necessary to repair or replace the property, whichever is less, with similar kind and quality, without regard to depreciation or betterment. We will not pay for any unrepaired damage for which we have previously made payment under this policy;
- B. The “Guaranteed Value®” shown in the Declarations for the applicable scheduled vehicle; or
- C. \$10,000.

The following added coverages apply to “your covered auto” listed in the Declarations if the loss or damage is caused by:

- A. “Other than collision”, only if the Declarations shows that **Other Than Collision Coverage** is provided for “your covered auto”.
- B. “Collision”, only if the Declarations shows that **Collision Coverage** is provided for “your covered auto”.

**LOSS OF USE AND TRIP INTERRUPTION EXPENSES**

We will pay, without application of a deductible, up to a maximum limit of \$1,500 for reasonable:

- A. Temporary expenses incurred by you for transportation, lodging, and meals in the event of direct and accidental loss to, or mechanical breakdown of, "your covered auto";
- B. Expenses of up to \$20 per day, or the amount for which you become legally responsible, in the event of a covered loss to, or mechanical breakdown of, an auto not owned by, furnished, or available for your regular use which is a replacement for "your covered auto"; and
- C. Unrecoverable, pre-paid expenses for your attendance at collector vehicle events, such as pre-registration fees.

This coverage applies only if:

- A. The loss to, or mechanical breakdown of, "your covered auto" occurs more than 50 miles from its customary garaging; and
- B. "Your covered auto" is withdrawn from use for at least 24 hours.

**LIMIT OF LIABILITY**

- A. Our payment for these expenses will be limited to that period of time reasonably required to:
  - 1. Resume travel under a prearranged itinerary; or
  - 2. Return home.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and **PART D** of the policy.

**EXCLUSIONS**

We will not pay for loss to, or loss of use of, a rental vehicle rented by you if a rental vehicle company is precluded from recovering such loss or loss of use from you, pursuant to the provisions of any applicable rental agreement or state law.

**AUTOMOTIVE TOOLS COVERAGE**

We will pay up to \$250 for direct and accidental loss or damage to "automotive tools" for "your covered auto", subject to a deductible of \$25. This coverage does not include tools used in any "business", or property of others in your care, custody, or control. This amount is in addition to any limit for **Automotive Tools** shown in the Declarations.

However, we will not pay for loss to "automotive tools" caused by theft unless the loss results from forcible entry.

**DEBRIS REMOVAL COVERAGE**

We will pay up to \$2,500 for the cleanup and removal of "your covered auto" for losses occurring at a racing facility or facility or roadway temporarily designated for speed, time, racing, or performance driving events. This coverage does not include damage to the racing facility or track, including barriers, walls, or equipment, or for any costs incurred for the removal, remediation, or restoration of any polluted land or water.

In no event will this coverage pay for loss or damage to "your covered auto".

**PERSONAL EFFECTS COVERAGE**

We will pay up to \$250 for direct and accidental loss or damage to your "personal effects" while in "your covered auto", subject to a deductible of \$25. This amount is in addition to any limit for **Personal Effects** shown in the Declarations.

However, we will not pay for loss to "personal effects" caused by theft unless the loss results from forcible entry into "your covered auto".

**SAFETY EQUIPMENT COVERAGE**

We will pay up to \$500 for direct and accidental loss or damage to "safety equipment" used in conjunction with "your covered auto".

We will not pay for loss to “safety equipment” unless the “safety equipment” is made available for inspection after a loss. We will not pay for loss to helmets unless they comply with Federal Motor Vehicle Safety Standards.

Our limit of liability for “safety equipment” will be the lesser of:

- A. The actual cash value of the “safety equipment”; or
- B. The cost to repair or replace the damaged “safety equipment” with others of like kind and quality.

#### **TRACK DAMAGE PROTECTION COVERAGE**

We will pay up to \$1,000 for direct and accidental loss or damage to the grounds or equipment of a racing facility arising out of the use of “your covered auto” during a “High Performance Driver’s Education event”. This includes damage to the racing facility or track, including barriers, walls, or equipment, but does not include any costs incurred for the removal, remediation, or restoration of any polluted land or water.

In no event will this coverage pay for loss or damage to “your covered auto” or any other vehicle participating in the “High Performance Driver’s Education event”.

#### **VEHICLE VALUABLE PAPERS COVERAGE**

We will pay up to \$250 for direct and accidental loss or damage to vehicle valuable papers and records while in “your covered auto”, subject to a deductible of \$25. This coverage includes the cost to research lost information on valuable papers and records for which duplicates do not exist. This limit is in addition to any limit for **Vehicle Valuable Papers Coverage** shown in the Declarations.

However, we will not pay for loss to valuable papers and records caused by theft unless the loss results from forcible entry into “your covered auto”. All losses caused by theft must have visible marks of forcible entry.

For purposes of this coverage, “your covered auto’s” valuable papers and records includes, but is not limited to, printed or written materials such as an owner’s handbook, parts or service manuals, or sales literature.

#### **PART F – GENERAL PROVISIONS**

For purposes of this endorsement only, the **Legal Action Against Us** provision, paragraph C., is replaced by the following:

- C. Under **PART D** or **Added Funeral Benefit** coverage, suit or action must start within 12 months of the date of the loss, but this time period will be extended by the number of days between the date you file your proof of loss with us and the date we deny all or part of your claim.

The following coverage is added:

#### **PIT VEHICLE COVERAGE**

Coverage up to \$5,000 for damage to a “pit vehicle” used in conjunction with a motorsports event. Coverage will only be provided while the vehicle is:

- A. Transported by trailer from one location to another;
- B. Loaded and unloaded from the trailer;
- C. On the grounds of a racing facility, show display area, or similar motorsports related event not held on public roads; or
- D. Located on a service or repair facility premises.

This coverage will be subject to a \$500 deductible. Neither **Bodily Injury Liability** nor **Property Damage Liability** will be provided by the policy.

All other policy provisions apply.