

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

AMENDMENT OF POLICY PROVISIONS – MASSACHUSETTS

The following amendments change the Essentia Insurance Company Massachusetts Antique and Classic Automobile Insurance Policy. Please read your entire policy for full details about your coverages.

Definitions

The definition of **your covered auto** is replaced by the following:

7. Your covered auto – means:

- A. Any vehicle shown in the Coverage Selections Page.
- B. Any vehicle on the date you became the owner during the policy period, whether as a new vehicle or replacement of a vehicle shown in the Coverage Selections Page, for:

1. Antique vehicles and Classic vehicles, provided that:

- a. It is not a **regular use vehicle**;
- b. It is in stock condition, meaning it has not been structurally or mechanically modified from the original manufactured design;
- c. You ask us to insure it within thirty (30) days after you become the owner; and
- d. We insure all of your vehicles that are not **regular use vehicles**.

Under Parts 7. Collision, 8. Limited Collision, and 9. Comprehensive, the limit provided on this vehicle will be the least of the following:

- 1. The purchase price;
- 2. The verifiable value; or
- 3. \$50,000

2. Special interest vehicles, provided that:

- a. It is in stock condition and has not been structurally or mechanically modified from the original manufactured design;
- b. You ask us to insure it within thirty (30) days after you become the owner; and
- c. We insure all of your collector vehicles.

Parts 7. Collision, 8. Limited Collision, and 9. Comprehensive will not apply to any newly acquired or replacement **special interest vehicle**.

An endorsement must be issued to fully cover any newly acquired or replacement **special interest vehicle(s)** you acquire.

C. Any trailer you own that is shown in the Coverage Selections Page.

Under Parts 1. Bodily Injury To Others, 2. Personal Injury Protection, 3. Bodily Injury Caused By An Uninsured Auto, 4. Damage To Someone Else's Property, 5. Optional Bodily Injury To Others, and 6. Medical Payments, the term **your covered auto** also includes any **trailer** not described in the Coverage Selections Page as covered under those Parts while the **trailer** is attached to **your covered auto**.

However, **your covered auto** does not include **your camper trailer**.

The following definitions are added:

16. Camper trailer means a non-motorized vehicle designed to be towed, featuring living accommodations that may include cooking, heating/cooling, bathroom, plumbing, and sleeping arrangements. A **camper trailer** includes fifth-wheel trailers, but does not include self-propelled vehicles, truck-mounted camper bodies, semi-trailers, or trailers used for any commercial purpose or as a vehicle conveyance.

17. Your camper trailer means the **camper trailer** shown in the Coverage Selections Page. It does not include any non-owned or temporary substitute **camper trailer**.

18. Authorized third party broker means any individual or business with which you have made an agreement to facilitate the sale of **your covered auto**. This does not include any individual employee or owner of any business who is related to you by blood, adoption, marriage, civil union, or domestic partnership, or is a

member of your household.

- 19. Equipment** means tools stored in **your covered auto** and used for the emergency maintenance of **your covered auto**.
- 20. Guaranteed Value®** means the amount shown in the Coverage Selections Page for the applicable scheduled vehicle, which is agreed to be the value of **your covered auto** inclusive of any applicable taxes and fees, in the event of a total loss or **constructive total loss**.
- 21. Paddock** means the area at the race course where racing vehicles are parked. It does not include any pit area, the track/course, or its entrance or exit lanes.

Compulsory Insurance

Under **Part 1. Bodily Injury To Others**, the first paragraph is revised to reflect the statutory increase from \$20,000 each person and \$40,000 each accident to \$25,000 each person and \$50,000 each accident.

Under **Part 3. Bodily Injury Caused By An Uninsured Auto**, the third paragraph is revised to reflect the statutory increase from \$20,000 each person and \$40,000 each accident to \$25,000 each person and \$50,000 each accident and to reflect the increase of the mandatory offer from \$35,000 each person and \$80,000 each accident to \$40,000 each person and \$90,000 each accident. The eleventh paragraph is revised to reflect the increase in the mandatory offer from \$35,000 each person and \$80,000 each accident to \$40,000 each person and \$90,000 each accident.

Under **Part 4. Damage To Someone Else's Property**, the last paragraph is revised to reflect the statutory increase from \$5,000 each accident to \$30,000 each accident.

Under **Parts 1. Bodily Injury To Others, 2. Personal Injury Protection, 3. Bodily Injury Caused By An Uninsured Auto, and 4. Damage To Someone Else's Property**, the following exclusion is added:

We will not pay for loss caused by or resulting from anyone or **your covered auto**:

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. 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, paragraphs 1.a. and 2. of this exclusion 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.
3. 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, 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.

Optional Insurance

Under **Part 5. Optional Bodily Injury To Others**, the last paragraph is revised to reflect the mandatory offer from \$35,000 each person and \$80,000 each accident to \$40,000 each person and \$90,000 each accident.

Under **Part 6. Medical Payments**, the following revisions are made:

The following sentence is added after the first sentence:

The coverage of this Part is always secondary to and in excess of any health benefit plan which allows for coordination of benefits under Massachusetts law and the Personal Injury Protection coverage of this policy or any other Massachusetts automobile insurance policy.

The following coverage is added:

Auto Show Medical Reimbursement Coverage

In addition to the limit shown in the Coverage Selections Page for Medical Payments, we will pay up to \$5,000 for each person injured in any one accident subject to a maximum occurrence limit of \$10,000, for reasonable expenses incurred for necessary medical and funeral services because of bodily injury sustained by you or any **household member** caused by an accident while in attendance at an automobile show, vehicle auction, or similar automobile related event.

For purposes of this coverage, an accident means an unexpected, unintended event that causes bodily injury.

Under **Parts 7. Collision, 8. Limited Collision, and 9. Comprehensive**, the following provisions are added:

Evacuation Expense

In order to avoid covered loss resulting from **emergency conditions** we will share your reasonable expenses equally to move a scheduled vehicle from a location to preserve it from loss or damage caused by **emergency conditions** against which we insure. This includes temporary storage expenses for up to 180 days.

For purposes of this coverage, **emergency conditions** includes only the following:

1. The issuance of a named storm watch, warning, or advisory for part of the State or the entire State;
2. The Governor or other governmental entity declares a state of emergency for part of the State or the entire State;
3. The announcement of an evacuation, whether mandatory or voluntary, for part of the State or the entire State; or
4. The imposition of a special curfew for part of the State or the entire State.

The most we will pay for our share to move a scheduled vehicle is limited to \$250. The most we will pay under this coverage during any policy period is \$1,000 per scheduled vehicle.

Limited Vehicle Fraud Coverage

1. We will pay for loss to **your covered auto** caused by:
 - a. Theft of monies resulting from the sale of **your covered auto** by an **authorized third party broker**; or
 - b. The confiscation of your vehicle by a public authority as a result of the fraudulent and unlawful use of the Vehicle Identification Number (VIN) by others, or the confiscation of your vehicle by a public authority if the title of **your covered auto** is shown to be fraudulent and you did not know it was fraudulent, but only if the confiscation results in your complete loss of ownership of the vehicle.
2. The most we will pay for this coverage during any policy period is \$1,500 or the amount for Limited Vehicle Fraud Coverage shown in the Coverage Selections Page, whichever is greater. This coverage does not increase the limit of liability for **your covered auto** shown in the Coverage Selections Page.

However, we do not cover:

1. Loss arising out of or in connection with a business owned by you or a **household member**;
2. Losses resulting from any fraudulent, dishonest, or criminal act by you or a **household member**;
3. Losses resulting from any person aiding or abetting you or a **household member**, whether acting alone or in collusion with others; or
4. Monies which, for any reason, a bank or any other drawee fails to pay.

Under **Parts 5. Optional Bodily Injury To Others, 6. Medical Payments, 7. Collision, 8. Limited Collision, 9. Comprehensive, and 12. Bodily Injury Caused By An Underinsured Auto**, the following exclusion is added:

We will not pay for loss caused by or resulting from anyone or **your covered auto**:

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. 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, paragraphs **1.a.** and **2.** of this exclusion 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.
3. 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, 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.

Under **Part 10. Substitute Transportation**, the referenced endorsement is revised:

Coverage offered through the optional Value-Added Endorsement (AC 400 MA).

General Provisions And Exclusions

18. Changes Which Affect Premium is replaced by the following:

- A.** This policy contains all the agreements between you and us. Its terms may not be changed or waived except by written endorsement issued by us. It is your responsibility to inform us or your agent of any changes, including, but not limited to:
1. Changes in the number of licensed **household members** or regular vehicle operators, or changes in the license status of any driver;
 2. Modifications to your vehicle, including the addition of a nitrous system or hydraulics, or any modifications meant to achieve 650 horsepower or greater;
 3. Any increase or decrease in the value of your vehicles; or
 4. Any decrease in the limits under **Parts 1. Bodily Injury To Others, 3. Bodily Injury Caused By An Uninsured Auto, or 4. Damage To Someone Else's Property** for the **regular use vehicles** in your household.
- B.** If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to:
1. The number, type, or use classification of insured vehicles;
 2. Operators using insured vehicles;
 3. The place of principal garaging of insured vehicles;
 4. Coverages, deductibles, or limits; or
 5. Alterations or modifications to **your covered auto** or **your camper trailer**.

If you alter or modify your vehicle in any way you must notify us in writing within thirty (30) days.

If a change resulting from paragraphs A. or B. requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.

- C.** If we make a change that broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:
1. A subsequent edition of your policy; or
 2. An Amendatory Endorsement.

27. Regular Use Vehicle Requirement is replaced by the following:

- A.** This policy provides the coverage(s) you have elected and paid for, but only for your ownership, maintenance, and use of **your covered auto**. In no event will this policy:
1. Provide coverage for any vehicles other than **your covered auto**;
 2. Be your primary personal vehicle insurance; or
 3. Provide insurance for any auto or other motor vehicle, other than **your covered auto**, with respect to exposures or legal obligations arising out of the ownership, maintenance, or use of that vehicle if it is owned by or regularly used by you or a **household member**.
- B.** As a condition of the issuance of this policy, you have represented and agreed to the following:
1. You must own a **regular use vehicle** listed on, and insured by, a separate insurance policy, and the separate insurance policy for that vehicle must:
 - a. Be in-force with at least the types and amounts of **PART A** and **PART C** coverage elected by you for this policy.
 - b. Satisfy all minimum state insurance requirements, including but not limited to any minimum requirements for liability coverage, uninsured motorists coverage, underinsured motorists coverage, and personal injury protection (PIP) coverage.
 - c. Remain in-force as described in 1.a. directly above during all policy periods, including renewal and reinstatement policy periods, and be maintained, without reduction of coverage or limits of liability, with respect to your **regular use vehicle**, and any other vehicle not listed on this

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policy, but that is owned by and/or furnished or available for the regular use of you or a **household member**. This does not apply to a reduction in the aggregate limits of such a policy solely by amounts paid in settlement of claims or in satisfaction of awards or judgments in connection with an accident or loss.

- d. Be primary for, and satisfy, all minimum state insurance requirements related to vehicle ownership or use, except with respect to the use of **your covered auto** for which this policy applies.
2. If you fail to maintain a **regular use vehicle** insured by a separate insurance policy that satisfies the minimum state insurance requirements, the insurance afforded by this policy shall apply in the same manner as if such policy had been maintained in force by you with underlying coverage on a primary basis. If we are required by law to provide any coverage with respect to the use of a **regular use vehicle** and/or any other vehicle, including any vehicle not listed on this policy but owned by and/or furnished or available for the regular use of you or a **household member**:
 - a. Coverage under this policy shall be excess to any and all other insurance, contingent insurance, self-insurance, liability bonds, certifications of financial responsibility, and/or any other sources of protection or recovery;
 - b. The amount we may be required to pay is limited to the minimum types and limits of such coverage required by law; and
 - c. You agree that if we are compelled by law to provide any coverage under this insurance policy with respect to the use of any vehicle other than **your covered auto**, all coverage and limits of liability other than the minimum types and limits required by law are rejected with respect to the use of that vehicle.
 3. To the extent allowed by law, we have the right to rescind, cancel and/or not renew this policy if at any time during the policy period you do not have a separate insurance policy in effect with at least all of the coverages provided by this policy, and all of the types of coverage required by law, and with at least equal or higher limits of liability as this policy.

The following provisions are added:

28. Change Of Policy Address

We may change the Named Insured's policy address shown in the Coverage Selections Page and in our records to the most recent address provided to us by:

- A. You; or
- B. The United States Postal Service.

29. Excess Coverage

1. Coverage under this policy applies on a primary basis with respect to **your covered auto** only when no other insurance policy applies, and shall be excess to all other insurance, whether that insurance is considered primary, secondary, or excess. If there is other insurance with the same priority as this coverage, we will not pay more than our share of the covered losses or damages. Our share of the covered losses or damages is the proportion that our limit of coverage bears to the total of all applicable limits with the same priority as our coverage.
2. Notwithstanding paragraph 1. above, the total recovery under all such policies or coverages cannot be greater than the single highest limit that applies for any one loss under one policy of insurance providing coverage on either a primary, secondary, or excess basis.
3. If we are required by applicable law, or by a court with proper jurisdiction, to provide any insurance under this policy that would not otherwise be covered by the terms of this policy, the coverage provided under this policy shall be:
 - a. Excess to any and all other insurance, contingent insurance, self-insurance, liability bonds, certifications of financial responsibility, and/or any other sources of protection or recovery; and
 - b. Limited to the minimum types of coverage and the minimum limits required by that law.

30. Exclusion Of Transportation Network Company And Personal Vehicle Sharing Program Use

1. There is no coverage of any kind under this policy for any accident, loss, bodily injury, property damage, or any other damage, expense, or loss for any person or any party that results from, arises out of, or is related to any person operating or using **your covered auto** or any other vehicle in any type of activity associated or connected with any:
 - a. Transportation network company (TNC). This includes the ownership, maintenance, use, occupancy, or possession of any vehicle during the period of time from the moment a participating driver in a TNC logs on to the TNC's online-enabled application or platform until that driver logs off of the online-enabled application or platform, or the passenger exits the vehicle, whichever is later; or
 - b. Personal vehicle sharing program, use, or activity.
2. For purposes of this exclusion:
 - a. Transportation network company means any type of organization or entity that provides prearranged transportation services for compensation using an online-enabled application or platform to connect passengers with drivers using a personal vehicle.
 - b. Personal vehicle sharing program means a group or legal entity engaged in the business or activity of facilitating or promoting the sharing of private passenger vehicles for noncommercial use by individuals other than the vehicle's owner.

31. Insurable Interest

There is no coverage under any part of this policy for accidents or losses involving **your covered auto** or **your camper trailer** if you are not the owner at the time of accident or loss. For purposes of this provision, owner means holding the legal title of **your covered auto** or **your camper trailer**, or being party to an agreement to buy or lease **your covered auto**.

32. State Law

If any policy exclusion, limitation, term, condition, or other policy provision is determined to be invalid and unenforceable by a court with proper jurisdiction, then that exclusion, limitation, term, condition, or other policy provision will:

- A. Be changed to the extent necessary to conform to the law;
- B. Not apply to the amount of the covered damages or loss that is less than or equal to the minimum amounts of coverage required by law; and
- C. Be construed, to the extent permitted by law, to exclude any coverage that is not required by law to be provided, and exclude all amounts greater than the minimum amounts of coverage required by law.

33. Trade Or Economic Sanctions

This insurance does not provide any coverage, and we shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us to a violation of any applicable trade or economic sanctions, laws, or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

When There Is An Accident Or Loss

Under the **Second, Notify The Police, Registry or Fire Department** section, the following third paragraph is added:

A person seeking **Limited Vehicle Fraud Coverage** must take all reasonable steps to cause a warrant to be issued, as soon as practicable, for the arrest of anyone causing a covered loss under this coverage. Failure to cause such warrant to be issued as required by this provision shall not invalidate any claim made by you, if you can show you made reasonable efforts to do so.

All other policy provisions apply.