

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

MOTORSPORTS ADVANTAGE™ ENDORSEMENT – TEXAS

For an additional premium, this coverage applies only to “your covered auto” designated in the Declarations or Schedule with **Motorsports Advantage™**.

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. “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.
- C. “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.
- D. “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:

ACCIDENTAL DEATH BENEFIT

INSURING AGREEMENT

We will pay the **Accidental Death Benefit** 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 or Schedule with Bodily Injury or Combined Single Limits; and
- B. Death occurs within 90 days after the date of the auto accident.

For purposes of **Accidental Death Benefit** coverage:

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

EXCLUSIONS

We do not provide any **Accidental Death Benefit** for “bodily injury”:

- A. Caused by or resulting from intentional acts committed by you or at your direction, where the loss was intended. 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. Sustained while "occupying" "your covered auto" when it is being used to carry persons or property for a fee. This exclusion does not apply while "your covered auto" is being used by you or any "family member" to carry property for a fee unless the primary usage of such vehicle is to carry property for a fee;
- D. Sustained while "occupying" "your covered auto" located for use as a residence or premises;
- E. Occurring during the course of employment if workers' compensation benefits are required or available for the "bodily injury";
- F. Sustained while "occupying" "your covered auto" when it is being used in any "business". This exclusion does not apply to "bodily injury" sustained while "occupying" a:
 - 1. Private passenger auto;
 - 2. Pickup or van that you own; or
 - 3. Trailer used with a vehicle described in 1. or 2. above;
- G. Caused by or as a consequence of:
 - 1. Discharge of a nuclear weapon (even if accidental);
 - 2. War (declared or undeclared);
 - 3. Civil war;
 - 4. Insurrection; or
 - 5. Rebellion or revolution;
- H. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
 - 1. Nuclear reaction;
 - 2. Radiation; or
 - 3. Radioactive contamination;
- I. Caused by suicide or attempted suicide, whether sane or insane. This exclusion does not apply to non-contributory passengers;
- J. 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 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. 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 deaths resulting from any one auto accident. At your option, up to \$500 of this limit may be applied to the death of 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 or Schedule;
- 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 **Accidental Death Benefit** will be paid as follows:

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

PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO

The following coverage is added 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 or Schedule for **Spare Parts**.

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

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

However, we will not pay for loss to "automotive tools" caused by theft unless the loss results from illegal entry into the place where your "automotive tools" are normally kept; into "your covered auto" itself; or into a securely locked compartment. All losses caused by theft from "your covered auto" must have visible marks of forcible entry if "your covered auto" does not contain a computer chip or other technology that would enable the use of electronic countermeasures or other noninvasive processes to gain access to "your covered auto".

All other losses caused by theft from storage locations other than "your covered auto" must have visible marks of 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 or Schedule.

However, we will not pay for loss to "personal effects" caused by theft unless the loss results from illegal entry into "your covered auto". All losses caused by theft must have visible marks of forcible entry if "your covered

auto” does not contain a computer chip or other technology that would enable the use of electronic countermeasures or other noninvasive processes to gain access to “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”. 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.

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 or Schedule.

However, we will not pay for loss to valuable papers and records caused by theft unless the loss results from illegal entry into “your covered auto”. All losses caused by theft must have visible marks of forcible entry if “your covered auto” does not contain a computer chip or other technology that would enable the use of electronic countermeasures or other noninvasive processes to gain access to “your covered auto”.

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

Under the **Legal Action Against Us** provision, the following is added:

No legal action may be brought against us under the **Accidental Death Benefit** until there has been full compliance with all the terms of this policy.

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. Liability coverage will not be provided by the policy.

All other policy provisions apply.