

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

## **MOTORSPORTS ADVANTAGE™ ENDORSEMENT – NEW YORK**

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

Under **Definitions**, the following words and phrases are defined only with respect to the coverage provided by this endorsement:

“Auto accident” means “bodily injury” due to an accident sustained by you or a “family member” involving the ownership, operation, maintenance or use of “your covered auto” as a vehicle.

“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.

“Personal effects” includes items usually carried by tourists and travelers which you own, 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.

“Safety equipment” includes portable equipment used or worn by you or any person on “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:

1. “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
2. Death occurs within 90 days after the date of the accident.

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

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

## EXCLUSIONS

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

1. Caused by or resulting from an intentional act committed by or at the direction of any “named insured” or “family member”. An intentional act includes any voluntary act that a reasonable person could foresee may cause injury or damage.
2. When the “auto accident” occurs while you or a “family member” is operating or is a passenger on a motorcycle;
3. When the “auto accident” occurs while you or a “family member” is engaged in illegal activities;
4. Sustained while "occupying" "your covered auto" when it is being used to carry persons or property for a fee;
5. Sustained while "occupying" "your covered auto" located for use as a residence or premises;
6. Occurring during the course of employment if workers' compensation benefits are required or available for the "bodily injury";
7. Sustained while "occupying" "your covered auto" when it is being used in any "business";
8. Caused by or as a consequence of:
  - a. Discharge of a nuclear weapon (even if accidental);
  - b. War (declared or undeclared);
  - c. Civil war;
  - d. Insurrection; or
  - e. Rebellion or revolution;
9. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
  - a. Nuclear reaction;
  - b. Radiation; or
  - c. Radioactive contamination;
10. Caused by suicide or attempted suicide, whether sane or insane;
11. While “your covered auto” is:
  - a. 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.
  - b. 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 a performance or racing driving school, a rally in excess of the legal speed limit, or a closed road rally.

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

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

- c. Being used to prepare, practice or qualify for, or participate in, any of the following activities, regardless of where they take place:
- 1) Forced hydraulic bouncing competitions or exhibitions;
  - 2) Pulling against another vehicle, or pulling of a weighted object during competitions or exhibitions, but not including trailer pulling;
  - 3) Stereo thumping competitions or exhibitions; or
  - 4) Any other similar competitive or exhibition activity that a reasonable person could foresee may cause injury or damage.

However, paragraph c. of this exclusion does not apply while “your covered auto” is:

- 1) In a facility or a specified show display area and is not involved in any competitive or exhibition activity described in this paragraph;
- 2) Being trailered from one location to another; or
- 3) 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, upon receipt of verifiable documentation, up to \$500 of this limit may be applied to pets. This is the most we will pay regardless of the number of:

1. Covered persons or pets;
2. Claims made;
3. Vehicles or premiums shown in the Declarations or Schedule;
4. Vehicles involved in the accident; or
5. 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:

1. 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 for death are payable to such spouse.
2. If the deceased was a minor or a pet, benefits for death are payable to you;
3. If 1. or 2. above do 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 shown in the Declarations or Schedule for “spare parts” is increased by \$1,500.

**The following coverage applies 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 indicate that Other Than Collision Coverage is provided for “your covered auto”.
- B. “Collision”, only if the Declarations or Schedule indicate 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:

1. Temporary expenses incurred by you for transportation, lodging and meals in the event of direct and accidental loss to "your covered auto" caused by "collision" or "other than collision";
2. The amount for which you become legally responsible, in the event of a covered loss to an auto not owned by or furnished or available for your regular use which is a replacement for "your covered auto"; and
3. Unrecoverable, pre-paid expenses for your attendance at collector vehicle events, such as pre-registration fees.

This coverage applies only if:

1. The loss to "your covered auto" occurs more than 50 miles from its customary garaging; and
2. "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:
  - a. Resume travel under a prearranged itinerary; or
  - b. 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.

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.

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 lessor of:

1. The actual cash value of the "safety equipment"; or
2. The cost to repair or replace the damaged "safety equipment" with others of like kind and quality.

**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.

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.

The following provision is added:

**OTHER SOURCES OF RECOVERY**

Any insurance we provide with respect to the additional coverage under **PART D** of this endorsement shall be excess over any other collectible source of recovery. The most we will pay for all covered damages shall not exceed the actual amount of loss associated with each accident.

**PART E – DUTIES AFTER AN ACCIDENT OR LOSS**

The following is added:

A person seeking the **Accidental Death Benefit** must also provide us a notarized copy of the deceased person's death certificate and any other proof of claim, under oath, if required.

All other policy provisions apply.