

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

### VALUE-ADDED ENDORSEMENT- NEW YORK

This additional insurance is provided for no extra premium subject to the provisions of this endorsement and in compliance with all applicable provisions of the Classic Auto Policy to which it is attached.

Under **Definitions**, “newly acquired vehicle” in the State Endorsement – New York is replaced by the following:

“Newly acquired vehicle”:

1. “Newly acquired vehicle” means any “antique vehicle”, “classic vehicle”, or “exotic and special interest vehicle” you become owner of during the policy period.
2. Coverage for a “newly acquired vehicle” is provided as described below. If you ask us to insure a “newly acquired vehicle” after the specified time period described below has elapsed, any coverage we provide for a “newly acquired vehicle” will begin at the time you request the coverage.
  - a. For any coverage provided in this policy except **PART D - COVERAGE FOR DAMAGE TO YOUR COVERED AUTO**, a “newly acquired vehicle” will have the broadest coverage we now provide for any vehicle shown in the Declarations or Schedule. Coverage begins on the date you become the owner. However, for this coverage to apply to a “newly acquired vehicle” which is in addition to any vehicle shown in the Declarations or Schedule, you must ask us to insure it within 90 days after you become the owner. If a “newly acquired vehicle” replaces a vehicle shown in the Declarations or Schedule, coverage is provided for this vehicle without your having to ask us to insure it.
  - b. **PART D - COVERAGE FOR DAMAGE TO YOUR COVERED AUTO**, including Other Than Collision and/or Collision, for a “newly acquired vehicle” begins on the date you become the owner. However, for this coverage to apply for your additional or replacement vehicle:
    - (1) The vehicle must be in stock condition and not have been modified from the original manufactured design; and
    - (2) We must insure all of your collector vehicles.

The limit provided on a “newly acquired vehicle” will be the lesser of the following:

- (1) The purchase price;
- (2) The verifiable value;
- (3) The highest limit of coverage available for any one vehicle already insured under the policy; or
- (4) \$5,000,000.

This coverage applies before you give us notice of the “newly acquired vehicle”, provided you asked us to insure it within 90 days of the date you became the owner.

An endorsement must be issued to fully cover any additional vehicles you acquire.

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.

#### **PART A – LIABILITY COVERAGE**

Under the **Supplementary Payments** provision, the following is added:

The amount shown under item D. for loss of earnings is increased from up to \$50 per day to up to \$1,000 per day.

#### **PART A – LIABILITY COVERAGE and PART B – MEDICAL PAYMENTS**

The following coverage is added:

##### **TEMPORARY EXCESS WORLDWIDE COVERAGE FOR OWNED AND NEWLY ACQUIRED COLLECTOR VEHICLES**

If you purchase a new “antique vehicle” or “classic vehicle”, or temporarily relocate “your covered auto” shown in the Declarations or Schedule, outside the United States of America, its territories or possessions, or Canada, your coverage under **PART A – LIABILITY COVERAGE** and **PART B - MEDICAL PAYMENTS** will apply to the operation or use of that vehicle by you or any “family member” subject to the following provisions:

1. The insured vehicle is not in any country, territory or waterway in which The Office of Foreign Assets Control (“OFAC”) of the US Department of the Treasury has administered and enforces economic and trade sanctions.
2. An underlying policy of automobile liability insurance is purchased or provided at or above the minimum liability limits required by the country or jurisdiction in which the vehicle is being operated. We will pay only that part of a covered loss that exceeds the limit of liability of that underlying policy; or, absent such underlying policy, the minimum liability limits required by the country or jurisdiction in which the vehicle is being operated or liability limits of \$50,000 USD per person/\$100,000 USD per accident, whichever is lower. However, under no circumstances will we pay more than the limit of liability shown in the Declarations or Schedule of this policy.
3. This coverage extension applies for 90 days from the date of purchase or the day “your covered auto” arrives in the foreign country or jurisdiction.

The **Legal Action Against Us** provision is replaced by the following only for the purposes of this **Temporary Excess Worldwide Coverage For Owned And Newly Acquired Collector Vehicles** provision:

1. If a legal action seeking damages is brought outside the United States of America, its territories or possessions, or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the legal action seeking damages. We will reimburse the insured for any reasonable and necessary expenses incurred for the defense of a legal action seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies outside the United States of America, its territories or possessions, or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums.

2. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America, its territories or possessions, or Canada.

**WARNING**

**In Mexico, and other countries, only liability coverage purchased from a local licensed insurance company will meet the auto insurance requirements of that country. Failure to purchase any required insurance policy could result in fines or other penalties.**

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 or 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**

Under the **Mandatory Inspection** provision in the State Endorsement – New York, paragraph B. replaced by the following:

- B. **PART D**, including Other Than Collision and/or Collision, for a "newly acquired vehicle" begins on the date you become the owner. However, for this coverage to apply for your additional or replacement vehicle:

1. The vehicle must be in stock condition and not have been modified from the original manufactured design; and
2. We must insure all of your collector vehicles.

The limit provided on a "newly acquired vehicle" will be the lesser of the following:

1. The purchase price;
2. The verifiable value;
3. The highest limit of coverage available for any one vehicle already insured under the policy; or
4. \$5,000,000.

This coverage applies before you give us notice of the "newly acquired vehicle", provided you asked us to insure it within 90 days of the date you became the owner.

**SPARE PARTS**

The limit is increased to:

1. \$1,500; or
2. The amount shown in the Declarations or Schedule for "spare parts".

Under the **Limit of Liability** provision, Paragraphs A. and B. are replaced by the following:

- A. We will pay the limit shown under **PART D** in the Declarations or Schedule for each scheduled vehicle, which is the Guaranteed Value® of "your covered auto", inclusive of applicable sales tax, in case of a total loss or "constructive total loss". This limit of liability shown for each vehicle is increased by two percent at the end of each three-month period after the policy effective date. Upon expiration of the policy period, the limit reverts back to the Guaranteed Value® shown in the Declarations or Schedule. This amount is used to process your renewal unless you request a change in the amount of insurance to which we must also agree.
- B. For all other loss or damage to "your covered auto", we will pay the amount necessary to repair or replace the property, whichever is less, with similar kind and quality, without regard to depreciation or betterment, but we will not pay more than the Guaranteed Value® per vehicle shown under **PART D** in the Declarations or Schedule.

**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**

1. 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.
2. 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.

**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".

**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.

**VEHICLE VIN THEFT AND FRAUDULENT TITLE COVERAGE**

We will pay, without a deductible, for expenses reasonably and necessarily incurred by you to establish ownership as a result of the fraudulent and unlawful use of the Vehicle Identification Number (VIN) by others. We will also pay for the loss of the vehicle if the title of "your covered auto" is shown to be fraudulent, you did not know it was fraudulent, and the vehicle is confiscated by a public authority. This includes reasonable attorney fees with prior notice and approval by us.

**LIMIT OF LIABILITY**

Our limit of liability during any one policy period shall be the lesser of:

1. The cost to establish ownership and clear the title;
2. The guaranteed value; or
3. \$50,000.

Part 2. of **LIMITED VEHICLE FRAUD COVERAGE** provided in the Enthusiasts Essentials Endorsement – New York, is deleted.

**The following provisions are added:****COVERAGE FOR ACCIDENTAL DEPLOYMENT OF AN AIRBAG**

In addition, we will pay, without application of a deductible, up to \$1,500 for the cost to repair or replace an airbag passive restraint system that accidentally deploys when not caused by a "collision" or "other than collision" loss.

**VEHICLE LOCK COVERAGE**

In addition, we will pay, without application of a deductible, up to \$1,500 for a loss to keys for "your covered auto" which includes:

1. The cost to duplicate or replace lost or stolen keys;
2. The labor costs to retrieve keys accidentally locked in the vehicle; or
3. The cost to re-key the vehicle locks when the keys are lost, stolen, or the vehicle is stolen and then recovered.

**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.