

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **TRAVELING COLLECTOR ENDORSEMENT – NEW YORK**

This additional insurance is provided subject to the provisions of this endorsement and in return for the premium and compliance with all applicable provisions of the Classic Auto Policy to which it is attached.

### **DEFINITIONS**

The following words and phrases are defined 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:

- ◆ portable carts or cases used to store covered tools;
- ◆ accessories for covered tools whether attached or not.

“Personal Effects” includes items usually carried by tourists and travelers, which you own and use or wear, while temporarily located in the vehicle, except as limited below.

Personal Effects does not include:

- ◆ “Equipment”; “Spare Parts”; or “Automotive Tools”;
- ◆ Accounts, bills, checks, credit or debit cards, currency, deeds, documents, evidences of debt, gift cards or certificates, letters of credit, money, notes, or securities;
- ◆ Portable digital or electronic devices, cell phones, or laser or radar detection devices, including their accessories; or
- ◆ Tapes, disks or other media used with equipment described immediately above.

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

#### **INSURING AGREEMENT**

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

- a. “Other than collision”, only if the Declarations indicate that Other Than Collision Coverage is provided for “your covered auto.”
- b. “Collision”, only if the Declarations 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:

- a. the loss to “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 \$750 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" 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".

**► SPARE PARTS**

The limit shown in the Declarations for "spare parts" is increased by \$750.

**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.

**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 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:

- 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 to include 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";

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. a. while involved in any prearranged, organized, or spontaneous race or involved in:
  1. preparation for a race of this type, but only while in the "paddock" or on the track or racecourse; 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. while "your covered auto" is 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, Sections a. and b. of this exclusion do not apply while "your covered auto" is:

- i) on display in a race facility's "paddock" area and is not being prepared for a race or a specified show display area;
- ii) being trailered from one location to another;
- iii) used by you to attend a racing event as a spectator;
- iv) being operated for purposes of display in any pre- or post-race parade laps; or
- v) 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, Section c. of this exclusion does not apply while “your covered auto” is:

- i.) on display in a facility or a specified show display area and is not involved in any competitive or exhibition activity described in this section;
- ii.) being trailered from one location to another; or
- iii.) 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;
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 E – DUTIES AFTER AN ACCIDENT OR LOSS**

This provision is amended as follows:

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.