#### PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY.

# VALUE-ADDED PLUS ENDORSEMENT - CALIFORNIA

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

# **DEFINITIONS**

Definition I. is replaced by the following:

- "Your covered auto" means:
  - 1. Any "antique vehicle" or "classic vehicle" shown in the Declarations.
  - 2. Any "antique vehicle" or "classic vehicle" on the date you became owner during the policy period, whether as a new vehicle or replacement of a vehicle shown in the Declarations, provided that:
    - a. It is in stock condition and has not been modified from the original manufactured design:
    - b. You ask us to insure it within ninety days after you become the owner; and
    - c. We insure all of your collector vehicles.

Under Part D - Coverage For Damage to Your Covered Auto, the limit provided on this vehicle will be the lesser of the following:

- a. The purchase price;
- b. The verifiable value;
- c. The highest limit of coverage available for any one vehicle already insured under the policy:
- d. \$5,000,000.

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

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.

"Market value" means the price which the property might be expected to realize if offered for sale by a willing seller to a willing buyer in a fair market on the date of loss or damage.

"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 A - LIABILITY COVERAGE

# **SUPPLEMENTARY PAYMENTS** is amended as follows:

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 Schedule or Declarations, 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 enforced 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 page 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. However, this period may be extended by us in writing.

#### **LEGAL ACTION AGAINST US**

Under this Temporary Excess Worldwide Coverage For Owned and Newly Acquired Collector Vehicles provision, any legal action seeking damages must be brought in the United States of America.

#### **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.

# PART D - COVERAGE FOR DAMAGE TO YOUR COVERED AUTO:

#### LIMITED WAIVER OF COLLISION DEDUCTIBLE

When there is a loss to "your covered auto" insured for "collision" coverage, no deductible will apply if, at the time repairs are complete, we have been able to determine that:

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- 1. the loss was caused by a "collision" with another vehicle; and
- 2. the operator of the other vehicle is legally responsible; and
- 3. the other vehicle is covered under a liability bond or policy that applies to the loss; or
- 4. the loss was caused by a collision with another auto insured by us.

However, the most we will waive under this provision is \$2,500.

# **SPARE PARTS**

The limit is increased to:

- 1. \$1,500; or
- 2. the amount shown in the declarations for "Spare Parts".

#### **LIMIT OF LIABILITY**

Sections A. and B. are replaced by the following:

- A. We will pay the limit shown under **Part D** in the Declarations for each scheduled vehicle, which is agreed to be the guaranteed value of "your covered auto", 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. This amount is used to process your renewal unless you request a change in the amount of insurance to which we must also agree.
  - If the "market value" of a scheduled vehicle immediately before the loss exceeds its guaranteed value, we will pay its "market value" up to 150% of the guaranteed value including any applicable quarterly adjustments as described above. For policies with two or more scheduled vehicles, the most we will pay in any one loss is the total of all scheduled vehicle limits shown in the Declarations.
- 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, provided you actually repair or replace the property, 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.

# 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:

- A. 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";
- 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 an auto not owned by or 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 preregistration 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:
  - 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 \$1,000 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.

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# **▶** PERSONAL EFFECTS COVERAGE

We will pay up to \$1,000 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 \$1,000 for direct and accidental loss or damage to vehicle valuable papers and records while in "your covered auto". 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:

- A. The cost to establish ownership and clear the title;
- B. The guaranteed value; or
- C. \$50,000.

Part 2. of **LIMITED VEHICLE FRAUD COVERAGE** provided in the Enthusiasts Essentials Endorsement, AC 01 90, is deleted.

# ► FIRE DEPARTMENT SERVICE CHARGE

When the fire department is called to save or protect covered property or "your covered auto" we insure from covered loss or damage, we will pay up to \$500 for your liability for fire department service charges:

- A. Assumed by contract or agreement prior to loss; or
- B. Required by local ordinance.

# ► FIRE EXTINGUISHER AND AUTOMATIC EXTINGUISHER SYSTEM RECOVERY

We will pay your expenses for recharge, reinspection or to restore the operation of:

- A. Your hand-held fire extinguishers; or
- B. An automatic extinguishing system

when they are discharged while protecting covered property or "your covered auto".

The most we will pay for any one incident is \$500.

# **▶** EVACUATION EXPENSE

In order to avoid covered loss resulting from "emergency conditions" we will share your reasonable expenses equally to move covered property or "your covered auto" 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:

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- A. The issuance of a named storm watch, warning or advisory for part of the State or the entire State:
- B. The Governor or other governmental entity declares a state of emergency for part of the State or the entire State;
- C. The announcement of an evacuation, whether mandatory or voluntary, for part of the State or the entire State; or
- D. 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 "your covered auto" or covered property is limited to \$250 per item. The most we will pay under this coverage during any policy period is \$2,500.

#### ▶ REWARD COVERAGE

If covered property or "your covered auto" is stolen, we will after appropriate consultation with law enforcement personnel, pay a reward of up to the lesser of 10% of the covered loss or \$5,000 to any person, other than a person with an interest in the covered property or "your covered auto", who provides the law enforcement agency information that:

- A. Leads to the conviction of any person who has stolen covered property or "your covered auto"; or
- B. Results in the return of stolen covered property or "your covered auto".

The limit of liability will not be increased regardless of how many persons provide information or how many persons are convicted of the theft. No reward will be paid to any person involved in any way in the theft of covered property or "your covered auto". The most we will pay for this coverage during any policy period is \$5,000.

# **▶ CAR COVERS**

We will pay up to \$1,000 for direct and accidental loss or damage to a car cover or car bra used for "your covered auto". This coverage does not increase the amount of insurance for "your covered auto" shown in the Declarations or Schedule.

#### **▶ SPARE PARTS**

We will pay up to \$2,500 for direct and accidental loss or damage to "spare parts" for "your covered auto".

This coverage does not:

- A. Increase the amount of insurance for "your covered auto" shown in the Declarations or Schedule.
- B. Include "spare parts" held for sale by you or property of others in your care, custody or control.

This coverage does not apply if "spare parts" are insured separately under this policy as covered property.

#### **▶** GLASS DEDUCTIBLE WAIVER

We will not apply a deductible when windshield or window glass is repaired if it is damaged as a result of a covered loss under this policy. If the damage to windshield or window glass occurs at the same time as damage to other parts of "your covered auto", the deductible applicable to the other damage to "your covered auto" may still apply.

# The following coverage is 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.

#### ▶ PET DEATH

In addition, we will pay, without application of a deductible, up to \$500 in the event of the death of your pet(s) when:

- A. death is a direct result of an "auto accident" involving "your covered auto"; and
- B. death occurs within 90 days after the date of the accident.

For purposes of this coverage, "your covered auto" does not include a vehicle you do not own, or a vehicle with fewer than four wheels.

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# ▶ 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:

- A. The cost to duplicate or replace lost or stolen keys;
- B. The labor costs to retrieve keys accidentally locked in the vehicle; or
- C. 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.

# CLASSIC AUTOMOBILE COVERAGE FOR DAMAGE TO YOUR COVERED AUTO POLICY PART F – GENERAL PROVISIONS

# **POLICY PERIOD AND TERRITORY**

Section B. is replaced by the following only for purposes of Part D:

- B. The policy territory is anywhere in the world except when located in or upon any of the countries, territories or waterways described below:
  - 1. Mexico
  - All countries, territories or waterways in which The Office of Foreign Assets Control ("OFAC") of the US Department of the Treasury has administered and enforced economic and trade sanctions.

All other provisions of the policy apply.

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