

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

## **COLLECTOR MOTORCYCLE ENDORSEMENT (SPLIT LIMIT LIABILITY) - MAINE**

The following additional coverage, definitions and exclusions apply only to "your covered auto" that is a "motorcycle".

### **DEFINITIONS:**

1. The following definitions are added:

"Motorcycle" means a two or three-wheeled motorized vehicle of the motorbike, motorcycle, moped or motor scooter type designed for travel on public roads, and any sidecar designed for it, if the sidecar is shown with the motorcycle in the Declarations or Schedule.

"Field games" means any pre-arranged, organized game usually played on an outdoor field, such as a slalom obstacle course.

"Guest passenger" means a person, other than the driver, who takes a ride on "your covered auto" that is a "motorcycle" merely for his or her own pleasure, without providing compensation or conferring benefit on the driver.

2. The definition of "occupying" is replaced by the following:

"Occupying" means in; upon; getting in, out, on or off; or loading or unloading.

### **PART A – PERSONAL LIABILITY**

1. The following is added to **Limits of Liability**:

#### **MOTORCYCLE PASSENGER LIABILITY**

The limit of liability shown in the Declarations or Schedule as Motorcycle Passenger Liability will apply for any person "occupying", as a "guest passenger", "your covered auto" that is a "motorcycle". The limit of liability shown in the Declarations or Schedule per person is our total limit of liability for damages because of "bodily injury" sustained by any one person in any one accident, including damages sustained by anyone else as a result of that "bodily injury".

Subject to this limit for each person, the limit of liability shown in the Declarations or Schedule for Motorcycle Passenger Liability per accident is our total limit of liability for all damage for "bodily injury" sustained by two or more persons in any one accident.

This is the only limit of liability that applies to "motorcycle" "guest passengers" and is not in addition to the limits of liability shown in the

Declarations or Schedule for Bodily Injury Liability.

This is the most we will pay regardless of the number of:

- a. "Insureds";
- b. Claims made;
- c. Vehicles or premiums shown in the Declarations or Schedule; or
- d. Vehicles involved in the accident.

2. The following is added to **Exclusions**:

We do not provide Liability Coverage for:

- a. "Bodily injury" or "property damage" resulting from the ownership, maintenance, or use of "your covered auto" that is a "motorcycle" in any "field games".
- b. "Bodily injury" to you or any "family member". This exclusion also applies to any claim made or suit brought against any "insured":
  - (1) To repay; or
  - (2) Share damages with; another person who may be obligated to pay damages because of "bodily injury" to an "insured".

### **PART B – MEDICAL PAYMENTS COVERAGE**

The following is added to **Exclusions**:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" resulting from the ownership, maintenance, or use of "your covered auto" that is a "motorcycle" in any "field games".

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

1. The following is added to the **Insuring Agreement**:

#### **MOTORCYCLE SAFETY APPAREL**

We will pay for direct physical loss to any safety equipment worn by you or any person on "your covered auto" that is a motorcycle" at the time of an accident. Safety apparel means:

- a. Helmet;
- b. Jacket;
- c. Pants or chaps;
- d. Boots;
- e. Gloves; or
- f. Goggles;

made of leather, ballistic nylon or a similar synthetic material.

The damage to the safety apparel must occur as a direct result of the accident.

We will not pay for loss to safety equipment unless the 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 apparel for each accident will be the lesser of:

- a. The actual cash value of the safety apparel;
- b. The cost to repair or replace the damaged safety apparel with others of like kind and quality; or
- c. The difference between the value of the safety apparel prior to the accident and immediately following the accident.

However, in no event will our limit of liability for Safety Apparel exceed \$500 per helmet per accident, and not more than a combined total of \$1,000 for all Safety Apparel damaged in any one accident.

2. The following is added to **Exclusions**:

We will not pay for:

- a. Loss or damage to "your covered auto" that is a "motorcycle" which occurs while it is being used as a public or livery conveyance.
- b. Loss or damage to "your covered auto" that is a "motorcycle" resulting from its use in any "field games".

## **PART F - GENERAL PROVISIONS**

The **Termination** Provision is replaced by the following:

## **TERMINATION**

A. Cancellation. This policy may be canceled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
  - a. Returning this policy to us; or
  - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the address last known by us. Cancellation will be effective at least 10 days after the date of receipt by the named insured.
3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only for one of the following reasons:
  - a. Nonpayment of premium;
  - b. Fraud or material misrepresentation made by or with the knowledge of the insured in obtaining the policy, continuing the policy or in presenting a claim under the policy;
  - c. A substantial change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including, but not limited to, an increase in exposure due to regulation, legislation or court decision;
  - d. Failure to comply with reasonable loss control recommendations;
  - e. Substantial breach of contractual duties, conditions or warranties; or
  - f. Determination by the superintendent that the continuation of a class or block of business to which the policy belongs will jeopardize the company's solvency or will place the company in violation of the insurance laws of Maine or any other state.

B. Nonrenewal. If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address last known by us. We will provide at least 30 days' notice, beginning from the date of your receipt of such notice.

- C. Automatic Termination. If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

D. Other Termination Provisions.

1. A postal service certificate of mailing to the named insured shown in the Declarations at the address last known by us will be conclusive proof of receipt of notice:
  - a. On the fifth calendar day after mailing of a notice of cancellation; or
  - b. On the third calendar day after mailing of a notice of nonrenewal.
2. If this policy is canceled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manual. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.

## **AUTOMATIC COVERAGE FOR REPLACEMENT AND ADDITIONAL MOTORCYCLES**

1. For "your covered auto" that is an "antique vehicle" or "classic vehicle" of the "motorcycle" type, but is not a reproduction or "structurally modified motorcycle", the following provisions apply to the automatic coverage for replacement and additional "motorcycles":
  - a. The amount necessary to repair or replace the property;
  - b. The purchase price;
  - c. The verifiable value; or
  - d. \$50,000, or, if you and we have determined an agreed value prior to the 30-day deadline, the agreed value.

Under **PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO**, the limit provided will be the lesser of the following:

- a. The amount necessary to repair or replace the property;
  - b. The purchase price;
  - c. The verifiable value; or
  - d. \$50,000, or, if you and we have determined an agreed value prior to the 30-day deadline, the agreed value.
2. For "your covered auto" that is a reproduction "motorcycle" or "structurally modified motorcycle":
    - a. **PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO** does not apply; and
    - b. No coverage is provided for additional "motorcycles";

until you contact us and we agree to provide the coverage.
  3. For purposes of this Section, a "structurally modified motorcycle" includes a "motorcycle" as defined in this endorsement which has had its frame or structure altered from its original manufacturing specification, including but not limited to any alteration to the geometry of its steering.

All other policy provisions apply.