

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

## **MOTORSPORTS ADVANTAGE™ ENDORSEMENT - VIRGINIA**

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

### **DEFINITIONS**

The following words and phrases are defined only with respect to the coverage provided by this endorsement:

"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.

"Pit vehicle" means an unregistered vehicle of scooter, golf cart or utility task vehicle design with an engine not exceeding 15 horsepower in output, and which is used as transportation during your attendance at a motorsports related event.

"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.

### **PART D – COVERAGE FOR DAMAGE TO YOUR 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.

#### **TRANSPORTATION EXPENSES COVERAGE**

If there is a loss to a "your covered auto" described in the Schedule or in the Declarations, or to a "non-owned auto", in addition we will pay without application of a deductible, up to \$750 for:

- A. Temporary transportation expenses, including expenses for rental reimbursement, incurred by you in the event of a loss to "your covered auto". We will pay for such expenses if the loss is caused by:
  1. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
  2. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.

- B.** Expenses for which you become legally responsible in the event of loss to a "non-owned auto". We will pay for such expenses if the loss is caused by:
1. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for any "your covered auto".
  2. "Collision" only if the Declarations indicate that Collision Coverage is provided for any "your covered auto".

If the loss is caused by:

1. A total theft of "your covered auto" or a "non-owned auto", we will pay only expenses incurred during the period:
  - a. Beginning 48 hours after the theft; and
  - b. Ending when "your covered auto" or the "non-owned auto" is returned to use or we pay for its loss.
2. Other than a total theft of a "your covered auto" or a "non-owned auto", we will pay only expenses beginning when the auto is withdrawn from use for more than 24 hours.

Our payment will be limited to that period of time reasonably required to repair or replace the "your covered auto" or the "non-owned auto".

**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".

## **TRIP INTERRUPTION COVERAGE**

### **INSURING AGREEMENT**

With respect to a "your covered auto" shown in the Declarations, we will pay, without application of a deductible, up to a maximum limit of \$750 for reasonable:

1. Transportation expenses incurred by you in the event of a mechanical or electrical breakdown of "your covered auto".
2. Expenses incurred by you for lodging and meals in the event of:
  - a. Direct and accidental loss to "your covered auto" caused by "collision" or "other than collision"; or
  - b. Mechanical or electrical breakdown of "your covered auto".
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, or mechanical or electrical breakdown of, "your covered auto" occurs more than 50 miles from home; and
2. The "your covered auto" is withdrawn from use for at least 24 hours.

### **LIMIT OF LIABILITY**

- A. Our payment for Trip Interruption Coverage 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.

## **OTHER SOURCES OF RECOVERY**

Any insurance we provide with respect to Trip Interruption Coverage shall be excess over any other collectible source of recovery including but not limited to:

- A.** Any coverage provided by:
  - 1. Vehicle warranties;
  - 2. Automobile clubs; or
  - 3. Mechanical breakdown or similar plans; or
- B.** Any other source of recovery applicable to the loss.

## **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 lesser 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.

The following coverages are added by this endorsement:

#### **PIT VEHICLE COVERAGE**

Coverage up to \$5,000 for damage to a "pit vehicle" used in conjunction with a motorsports event. Coverage will only be provided while the vehicle is:

1. Transported by trailer from one location to another;
2. Loaded and unloaded from the trailer;
3. On the grounds of a racing facility, show display area or similar motorsports related event not held on public roads; or
4. Located on a service or repair facility premises.

This coverage will be subject to a \$500 deductible. Liability coverage will not be provided by the policy.

#### **AUTOMOBILE DEATH INDEMNITY COVERAGE**

##### **SCHEDULE**

Coverage is provided where a premium and a limit of liability is shown for the coverage.			
<b>Coverage</b>	<b>Insured</b>	<b>Limit Of Liability</b>	<b>Premium</b>
Death Indemnity	1. See Named Insured(s) in Declarations	\$10,000 per accident	\$ INCL

#### **I. Definitions**

The following Definitions are added:

1. "Insured" as used in this endorsement means the:
  - a. Individual(s) named in the Schedule or in the Declarations for each applicable coverage; or
  - b. Any "family member".
2. "Motor vehicle" means a self-propelled land motor vehicle or "trailer" other than any vehicle:
  - a. Operated on rails or crawler treads; or
  - b. While located for use as a residence or premises.

#### **II. Automobile Death Indemnity**

##### **INSURING AGREEMENT**

If the Schedule or Declarations indicate that Automobile Death Indemnity Coverage applies, we will pay the limit of liability listed in the Schedule or in the Declarations for Death Indemnity in the event of the death of the "insured" to:

1. The surviving spouse, if resident in the same household at the time of death;
2. If there is no surviving spouse and the insured is a minor, the parent if resident of the same household at the time of death; or
3. If 1. or 2. above is not applicable, the "insured's" estate.

In addition, 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.

The death must result from "bodily injury" sustained while "occupying", or when struck by, a "motor vehicle", provided the death occurs within 90 days from the date of the accident.

We shall have the right and opportunity to make an autopsy, where it is not prohibited by law.

### **EXCLUSIONS**

We do not provide Automobile Death Indemnity Coverage for any "insured":

- A.** Who intentionally causes "bodily injury" to himself or herself.
- B.** For "bodily injury" or death:
  - 1. Occurring during the course of employment if benefits are required or available under any workers' compensation or similar law.
  - 2. Sustained while "occupying" "your covered auto" while it is being used as a public or livery conveyance. This Exclusion (**B.2.**) does not apply to a share-the-expense car pool.
  - 3. Sustained while "occupying" a "motor vehicle" without a reasonable belief that that "insured" is entitled to do so.
  - 4. Sustained while "occupying" any "motor vehicle" (other than "your covered auto") which is:
    - a. Owned by you; or
    - b. Furnished or available for your regular use.
  - 5. Sustained while "occupying" any "motor vehicle" (other than "your covered auto") which is:
    - a. Owned by any "family member"; or
    - b. Furnished or available for the regular use of any "family member".
 However, this Exclusion (**B.5.**) does not apply to you.
  - 6. Sustained while employed or otherwise engaged in the "business" of:
    - a. Selling;
    - b. Repairing;
    - c. Servicing;
    - d. Storing; or
    - e. Parking;
 vehicles designed for use mainly on public highways. This includes road testing and delivery. This Exclusion (**B.6.**) does not apply to the ownership, maintenance or use of "your covered auto" by:
    - a. You;
    - b. Any "family member"; or
    - c. Any partner, agent or employee of you or any "family member".
  - 7. 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.
  - 8. Caused by or as a consequence of disease, except pus forming infection which is sustained as a result of "bodily injury" to which this coverage applies.

### **LIMIT OF LIABILITY**

For Automobile Death Indemnity Coverage, the limit of liability shown in the Schedule or in the Declarations is the most we will pay to, or on behalf of, each "insured" injured in any one accident, regardless of the number of:

1. "Insureds";
2. Claims made; or
3. Vehicles or premiums shown in the Declarations.

At your option, up to \$500 of this limit may be applied to a covered pet.

### III. Part E – Duties After An Accident Or Loss

Part E is replaced by the following:

We have no duty to provide Automobile Death Indemnity Coverage under this policy if the failure to comply with the following duties is prejudicial to us:

- A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B. An "insured" must:
  1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
  2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
  3. Submit, as often as we reasonably require:
    - a. To physical exams by physicians we select. We will pay for these exams.
    - b. To examination under oath and subscribe the same.
  4. Authorize us to obtain:
    - a. Medical reports; and
    - b. Other pertinent records.
  5. Submit a proof of loss when required by us.

### IV. Part F – General Provisions

Part F is amended as follows:

- A. The **Legal Action Against Us** provision is replaced by the following:

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

No legal action may be brought against us under Automobile Death Indemnity Coverage until there has been full compliance with all of the terms of this policy.

- B. The **Our Right To Recover Payment** provision does not apply.
- C. The **Transfer Of Your Interest In This Policy** is replaced by the following:

#### **TRANSFER OF YOUR INTEREST IN THIS POLICY**

Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, Automobile Death Indemnity Coverage will be provided for any surviving insured named in the Schedule or in the Declarations until the end of the policy period.

All other policy provisions apply.