

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

STATE ENDORSEMENT – CONNECTICUT

The following amendments change the policy. Please read your entire policy for full details about your coverage.

Throughout this policy and endorsements attached to it, reference to minimum limits means the following limits of liability as required by Connecticut law, to be provided under a policy of automobile liability insurance:

1. \$25,000 for each person, subject to \$50,000 for each accident, with respect to “bodily injury”; and
2. \$25,000 for each accident with respect to “property damage”.

DEFINITIONS

The definition of “your covered auto” 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 the 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 thirty 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; or
- c. \$50,000.

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

3. Any “vehicle trailer” shown in the Declarations and pulled by your “antique vehicle”, “classic vehicle”, or “exotic and special interest vehicle”.

PART A – LIABILITY COVERAGE

Under the **Supplementary Payments** provision, the following changes are made:

Paragraph A. is replaced by the following:

In addition to our limit of liability, we will pay on behalf of an “insured”:

- A. Up to \$100 for the cost of all bail bonds required because of an accident or traffic law violation.

The following is added:

We will:

1. Arrange, upon your request, for the issuance of a bond to release an attachment. However, the amount of the bond will not be greater than the limits of liability for Liability Coverage.
2. Pay all expenses incurred by an “insured” for first aid to others at the time of the accident.

These payments will not reduce the limit of liability.

PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO

The **Limit of Liability** provision is replaced by the following:

LIMIT OF LIABILITY

- A. We will pay the limit shown under **PART D** in the Declarations for the applicable vehicle, which is agreed to be the Guaranteed Value® of “your covered auto”, inclusive of any applicable taxes and fees, in case of a total loss or “constructive total loss”.

- 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.

PART E – DUTIES AFTER AN ACCIDENT OR LOSS

The following duties are added:

A person seeking any coverage must cooperate with us by complying with the following additional duties as a condition of coverage:

1. Do not admit fault or assume any obligation to other persons.
2. Do nothing that would prejudice our rights or interests or our ability to provide a defense.
3. As often as we reasonably request, attend and answer to an examination under oath conducted by us or our representative, at a reasonable place chosen by us. We may require:
 - a. Examinations to be video and/or audio recorded.
 - b. Examinations to be done individually and outside the presence of witnesses or other persons or parties making claims. Legal counsel may be present.
 - c. Your spouse, any “family member” and/or any person related to you who resides with you to submit to examination to help us to obtain relevant information, even if that person is not making a claim under this policy.

PART F – GENERAL PROVISIONS

The **Regular Use Vehicle Requirement** provision is replaced by the following:

REGULAR USE VEHICLE REQUIREMENT – PURCHASING & MAINTAINING OTHER INSURANCE COVERAGE FOR YOU AND YOUR REGULAR USE VEHICLE

- A. This policy provides the coverage(s) you have elected and paid for, but only for your ownership, maintenance and use of “your covered auto”. In no event will this policy:
1. Provide coverage for any vehicles other than “your covered auto”;
 2. Be your primary personal vehicle insurance; or
 3. Provide insurance for any auto or other motor vehicle, other than “your covered auto”, with respect to exposures or legal obligations arising out of the ownership, maintenance or use of that vehicle if it is owned by or regularly used by you, a “family member”.
- B. As a condition of the issuance of this policy, you have represented and agreed to the following:
1. You must own a “regular use vehicle” listed on, and insured by, a separate insurance policy, and the separate insurance policy for that vehicle must:
 - a. Be in-force with at least the types and amounts of **PART A** and **PART C** coverage elected by you for this policy.
 - b. Satisfy all minimum state insurance requirements, including but not limited to any minimum requirements for liability coverage, uninsured motorists coverage, underinsured motorists coverage, and personal injury protection (PIP) coverage.
 - c. Remain in-force as described in 1.a. directly above during all policy periods, including renewal and reinstatement policy periods, and be maintained, without reduction of coverage or limits of liability, with respect to your “regular use vehicle”, and any other vehicle not listed on this policy, but that is owned by and/or furnished or available for the regular use of you or a “family member”. This does not apply to a reduction in the aggregate limits of such a policy solely by amounts paid in settlement of claims or in satisfaction of awards or judgements in connection with an accident or loss.
 - d. Be primary for, and satisfy, all minimum state insurance requirements related to vehicle ownership or use, except with respect to the use of “your covered auto” for which this policy applies.

2. To the extent allowed by law, if at any time during the policy period you do not have a separate insurance policy in effect with at least all of the coverages provided by this policy, and all of the types of coverage required by law, and with at least equal or higher limits of liability as this policy, we have the right to:
 - a) Rescind or cancel the policy, if the policy has been in force for less than 60 days; or
 - b) Non-renew the policy at the next renewal date.

Under the **Changes** provision, the following changes are made:

Paragraph A is replaced by the following:

- A. This policy contains all the agreements between you and us. Its terms may not be changed or waived except by written endorsement issued by us. It is your responsibility to inform us or your agent of any known changes, including, but not limited to:

Paragraph B. 5. Is replaced by the following:

5. Alterations or modifications to “your covered auto” or “your camper trailer”.

If you alter or modify your vehicle in any way you must notify us within 30 days.

The **Concealment or Misrepresentation** provision is replaced by the following:

CONCEALMENT OR MISREPRESENTATION

Except for minimum limits, there is no coverage under this policy if you or any other person insured under this policy has made false statements with the intent to conceal or misrepresent any material fact or circumstance in connection with any claim under this policy.

Under the **Legal Action Against Us** provision, the following is added to C.:

However, regarding **Uninsured/Underinsured Motorists Coverage**, if we and an “insured” do not reach agreement as to:

1. Whether or not the “insured” is legally entitled to recover damages; or
2. The amount of damages the “insured” is legally entitled to recover;

a lawsuit must be commenced against us in a court with proper jurisdiction no later than three years from the date of the accident. Provided, however, in the case of an underinsured motorist claim, the “insured” may toll (or extend) this three-year period by:

1. Notifying us in writing prior to the expiration of the three-year limitation period of the “insured’s” claim for which underinsured motorist benefits may be paid; and
2. Commencing a lawsuit against us not more than one hundred eighty days from the date of exhaustion of the limits of liability under:
 - a. All automobile bodily injury liability bonds and automobile insurance policies that apply to the Owner of the “underinsured motor vehicle”; and
 - b. All automobile bodily injury liability bonds and automobile insurance policies that apply to the operator of the “underinsured motor vehicle”;

at the time of the accident by settlements or final judgments after any appeals.

Under the **Payment of Loss** provision, the second paragraph is replaced by the following:

If we pay a total loss or a “constructive total loss” for any of “your covered auto(s)” shown in the Declarations, all coverage under this policy for such covered auto(s) will terminate simultaneously upon payment of the loss. The amount we will pay for a total loss or “constructive total loss” of “your covered auto(s)” shall be reduced by any amount previously paid for repairs not completed at the time of the total loss or “constructive total loss”.

Under the **Private Pleasure Use** provision, C. is replaced by the following:

- C. Used for any intentional illegal act by any person.

Under the **Our Right To Recover Payment** provision, the following is added:

This provision does not apply to **PART B – MEDICAL PAYMENTS COVERAGE**.

Under the **Termination** provision, the following changes are made:

Cancellation 2. and 3. are replaced by the following:

2. We may cancel by mailing written notice by registered or certified mail or United States Post Office certificate of mailing to the Named Insured shown in the Declarations at the address shown in this policy:
 - a. At least 15 days' notice if cancellation is for nonpayment of the first premium, and this is not a renewal or continuation policy;
 - b. At least 10 days' notice:
 - 1) If cancellation is for nonpayment of premium other than as described in a. above; or
 - 2) If cancellation is due to material misrepresentation and notice is mailed during the first 60 days this policy is in effect, and this is not a renewal or continuation policy; or
 - c. At least 45 days' notice in all other cases.
3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - b. If your driver's license or that of:
 - 1) Any driver who lives with you; or
 - 2) Any driver who customarily uses "your covered auto";
 has been revoked. This must have occurred:
 - 1) During the policy period; or
 - 2) Since the last anniversary of the original effective date if the policy period is other than 1 year.

Nonrenewal is replaced by the following:

Nonrenewal. If we decide not to renew or continue this policy, we will mail written notice by registered or certified mail or United States Post Office certificate of mailing to the Named Insured shown in the Declarations at the address shown in this policy, or if agreed between us and the Named Insured, by electronic means. Notice will be mailed at least 60 days before the end of the policy period. Subject to this notice requirement, if the policy period is other than 1 year, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

The following provision is added:

Conditional Renewal. We may decide to renew this policy with terms or conditions less favorable than those provided under the existing policy. In this case, we shall send a conditional renewal notice in the manner required for Nonrenewal above. The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any reduction in coverage limits, coverage provisions added or revised that reduce coverage, or increases in deductibles under the renewal policy.

The following is added to Automatic Termination:

We will mail or deliver any premium billing notice for renewal or continuation of this policy to the Named Insured shown in the Declarations at the address shown in this policy not less than 30 days in advance of the renewal date or anniversary date of this policy.

The following is added to Other Termination Provisions:

The notice required by parts A. and B. of this section will state or include the reason for our action.

If you have designated a third party to receive a Notice of Policy Cancellation or Non-Renewal, we will mail a duplicate copy of any such notice issued regarding your policy to that designated party.

The **Excess Coverage** provision is replaced as follows:

EXCESS COVERAGE

Coverage under this policy applies on a primary basis only with respect to “your covered auto”, and shall be co-primary on a pro rata basis with any other insurance, self-insurance, bonds or certificate that applies on a primary basis.

If we are required by applicable law, or by a court with proper jurisdiction, to provide any insurance under this policy that would not otherwise be covered by the terms of this policy, the coverage provided under this policy shall be excess to any and all other insurance, contingent insurance, self-insurance, liability bonds, certification of financial responsibility, and/or any other source of protection or recovery.

'REPARATIONS BENEFITS COVERAGE

The following exclusion is added:

We do not provide Reparations Benefits Coverage for any “insured”:

- A. Who is involved in any prearranged, organized, or spontaneous race or who is involved in:
 - 1. Preparation for a race of this type, but only while in any pit area 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. Using “your covered auto” 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 and not being prepared for a race, 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. Using “your covered auto” 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 Section;
- 2. Being trailered from one location to another; or
- 3. Used by you to attend an event as a spectator.

All other policy provisions apply.