

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

VALUE-ADDED ENDORSEMENT – TEXAS

The provisions of the **Classic Automobile Policy** are amended as follows. In return for the premium shown in the Declarations, these changes broaden coverage provided by the policy.

Under **Definitions**, the following definition is added:

“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.

The following coverage is added:

ACCIDENTAL DEATH BENEFIT

INSURING AGREEMENT

If a limit is shown for **Accidental Death Benefit** in the Declarations, we will pay the **Accidental Death Benefit** in the event of your death or the death of a “family member” when:

- A. “Bodily injury” is a direct result of an auto accident involving “your covered auto” which is listed in the Declarations with **Bodily Injury Liability**; and
- B. Death occurs within 90 days after the date of the auto accident.

For purposes of **Accidental Death Benefit** coverage:

1. “Your covered auto” does not include a vehicle you do not own, or a vehicle with fewer than four wheels; and
2. A limited benefit may be extended for the death of a pet owned by you or a “family member” “occupying” “your covered auto” at the time of the auto accident.

EXCLUSIONS

We do not provide any **Accidental Death Benefit** for “bodily injury”:

- A. Caused by or resulting from intentional acts committed by you or at your direction, where the loss was intended. An intentional act includes any voluntary act that a reasonable person could foresee may cause injury or damage.
- B. When the auto accident occurs while you or a “family member” is operating or is a passenger on a motorcycle.
- C. Sustained while “occupying” “your covered auto” when it is being used to carry persons or property for a fee. This exclusion does not apply while “your covered auto” is being used by you or a “family member” to carry property for a fee unless the primary usage of such vehicle is to carry property for a fee. This exclusion does not apply to a shared expense carpool.
- D. Sustained while “occupying” “your covered auto” located for use as a residence or premises.
- E. Occurring during the course of employment if workers’ compensation benefits are required or available for the “bodily injury”.
- F. Sustained while “occupying” “your covered auto” when it is being used in any “business”. This exclusion does not apply to “bodily injury” sustained while “occupying” a:
 1. Private passenger auto;
 2. Pickup or van that you own; or
 3. Trailer used with a vehicle described in 1. or 2. above.
- G. Caused by or as a consequence of:
 1. Discharge of a nuclear weapon, even if accidental;
 2. Declared or undeclared war;

3. Civil war;
 4. Insurrection; or
 5. Rebellion or revolution.
- H. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
1. Nuclear reaction;
 2. Radiation; or
 3. Radioactive contamination.
- I. Caused by suicide or attempted suicide, whether sane or insane. This exclusion does not apply to non-contributory passengers.
- J. While "your covered auto" is:
1. Involved in any prearranged, organized, or spontaneous race, or involved in:
 - a. 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
 - b. 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.
 2. Used at a:
 - a. Racing facility; or
 - b. 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 1.a. and 2. of this exclusion do not apply while "your covered auto" is:

- a. In a race facility's "paddock" area or a specified show display area;
 - b. Being trailered from one location to another;
 - c. Used by you to attend a racing event as a non-participant;
 - d. Being operated for purposes of display in any pre- or post-race parade laps; or
 - e. Involved in an organized event on open, public roads while operated within legal speed.
3. Being used to prepare, practice, qualify for, or participate in any of the following activities, regardless of where they take place:
- a. Forced hydraulic bouncing competitions or exhibitions;
 - b. Pulling against another vehicle, or pulling of a weighted object during competitions or exhibitions, but not including trailer pulling;
 - c. Stereo thumping competitions or exhibitions; or
 - d. Any other similar competitive or exhibition activity that a reasonable person could foresee may cause injury or damage.

However, paragraph 3. of this exclusion does not apply while "your covered auto" is:

- a. In a facility or a specified show display area and is not involved in any competitive or exhibition activity described in this paragraph;
- b. Being trailered from one location to another; or
- c. Used by you to attend an event as a non-participant.

LIMIT OF LIABILITY

The limit of liability, if applicable, is shown in the Declarations. This is the most we will pay for all deaths resulting from any one auto accident. At your option, up to \$500 of this limit may be applied to the death of

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

- A. Covered persons or pets;
- B. Claims made;
- C. Vehicles or premiums shown in the Declarations;
- D. Vehicles involved in the auto accident; or
- E. 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:

- A. If the deceased person is survived by a spouse at the time of the auto accident, benefits for death are payable to such spouse.
- B. If the deceased was a minor or a pet, benefits for death are payable to you.
- C. If A. or B. above does not apply, benefits for death are payable to the deceased person's estate.

PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO

The following provisions are added:

ACCIDENTAL DEPLOYMENT OF AN AIRBAG

We will pay, without application of a deductible, up to the amount shown in the Declarations for **Accidental Airbag Deployment** 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.

AUTOMOTIVE TOOLS

We will pay up to the amount shown in the Declarations for **Automotive Tools** for direct and accidental loss or damage to "automotive tools" for "your covered auto" or "your camper trailer", 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 illegal entry. All losses caused by theft from "your covered auto" or "your camper trailer" must have visible marks of forcible entry if "your covered auto" or "your camper trailer" does not contain a computer chip or other technology that would enable the use of electronic countermeasures or other noninvasive processes to gain access to "your covered auto" or "your camper trailer". All other losses caused by theft from storage locations other than "your covered auto" or "your camper trailer" must have visible signs of forcible entry.

BRANDED MERCHANDISE

We will pay up to the amount shown in the Declarations for **Branded Merchandise**. If the "branded merchandise" is a key fob or keychain, this coverage will not pay the cost to duplicate lost or stolen keys, nor will it pay the cost to re-key the vehicle locks.

However, we will not pay for loss to "branded merchandise" caused by theft unless the loss results from illegal entry. All losses caused by theft from "your covered auto" or "your camper trailer" must have visible marks of forcible entry if "your covered auto" or "your camper trailer" does not contain a computer chip or other technology that would enable the use of electronic countermeasures or other noninvasive processes to gain access to "your covered auto" or "your camper trailer". All other losses caused by theft from storage locations other than "your covered auto" or "your camper trailer" must have signs of forcible entry.

"Branded merchandise" includes items featuring the name and/or logo of a collector vehicle's make or model. Such items may include clothing, accessories, or other collectibles associated with "your covered auto" or "your camper trailer".

LOSS OF USE AND TRIP INTERRUPTION EXPENSES

If a limit is shown in the Declarations for **Loss of Use and Trip Interruption Expenses**, we will pay up to that limit for reasonable:

- A. Temporary expenses incurred by you for transportation, lodging, and meals in the event of direct and accidental loss to, or mechanical breakdown of, "your covered auto" or "your camper trailer";
- 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, or mechanical breakdown of, an auto not owned by, furnished, or available for your regular use which is a replacement for "your covered auto" or "your camper trailer"; and
- C. 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, or mechanical breakdown of, "your covered auto" or "your camper trailer" occurs more than 50 miles from its customary garaging location; and
- B. "Your covered auto" or "your camper trailer" is withdrawn from use for at least 24 hours.

LIMIT OF LIABILITY

- 1. Our payment for these expenses will be limited to that period of time reasonably required to:
 - a. Resume travel under a prearranged itinerary; or
 - b. Return home.
- 2. 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.

PERSONAL EFFECTS

We will pay up to the amount shown in the Declarations for **Personal Effects** for direct and accidental loss or damage to your "personal effects" while in "your covered auto" or "your camper trailer", subject to a deductible of \$25.

However, we will not pay for loss to "personal effects" caused by theft unless the loss results from illegal entry into "your covered auto" or "your camper trailer". All losses caused by theft from "your covered auto" or "your camper trailer" must have visible marks of forcible entry if "your covered auto" or "your camper trailer" does not contain a computer chip or other technology that would enable the use of electronic countermeasures or other noninvasive processes to gain access to "your covered auto" or "your camper trailer".

"Personal effects" includes items usually carried by tourists and travelers which you own and use or wear, while temporarily located in the vehicle, except "personal effects" does not include:

- A. "Equipment", "spare parts", or "automotive tools";
- B. Accounts, bills, checks, credit or debit cards, currency, deeds, documents, evidences of debt, gift cards or certificates, letters of credit, money, notes, or securities;
- C. Portable digital or electronic devices, cell phones, or laser or radar detection devices, including their accessories; or
- D. Tapes, disks, or other media used with equipment described immediately above.

POST-LOSS VEHICLE TRAILERING

If a limit is shown for **Post-Loss Vehicle Trailering** coverage in the Declarations, then upon completion of repairs to "your covered auto" or "your camper trailer", necessitated by a covered loss, we will pay up to that limit for reasonable expenses incurred to have "your covered auto" or "your camper trailer" returned to you by a professional vehicle transportation service. Evidence of incurred expenses, such as receipts, must be presented to us in order for payment to be made.

VEHICLE LOCK COVERAGE

We will pay, without application of a deductible, up to the amount shown in the Declarations for **Vehicle Lock Coverage** for a loss to keys for "your covered auto" or "your camper trailer" 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.

VEHICLE VALUABLE PAPERS COVERAGE

We will pay up to the amount shown in the Declarations for **Vehicle Valuable Papers Coverage** for direct and accidental loss or damage to vehicle valuable papers and records while in “your covered auto” or “your camper trailer”, 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 illegal entry into “your covered auto” or “your camper trailer”. All losses caused by theft from “your covered auto” or “your camper trailer” must have visible marks of forcible entry if “your covered auto” or “your camper trailer” does not contain a computer chip or other technology that would enable the use of electronic countermeasures or other noninvasive processes to gain access to “your covered auto” or “your camper trailer”.

For purposes of this coverage, “your covered auto’s” or “your camper trailer’s” valuable papers and records include, but are not limited to, printed or written materials such as an owner’s handbook, parts or service manuals, or sales literature.

The following provisions are modified by this endorsement:

CAR COVERS

If a **Car Covers** limit is shown in the Declarations, then the **Car Covers** limit is increased to that amount.

LIMITED VEHICLE FRAUD COVERAGE

If a **Limited Vehicle Fraud Coverage** limit is shown in the Declarations, then the **Limited Vehicle Fraud Coverage** limit is increased to that amount.

SPARE PARTS

If a **Spare Parts** limit is shown in the Declarations, then the **Spare Parts** limit is increased to that amount.

PART F – GENERAL PROVISIONS

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

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

The **Transfer of Your Interest in This Policy** provision 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, the **Accidental Death Benefit** will be provided for any surviving “insured” named in the Declarations until the end of the policy period.

All other policy provisions apply.