

## **CLASSIC AUTOMOBILE POLICY – NEW YORK**

Essentia Insurance Company  
Jefferson City, MO

# CLASSIC AUTOMOBILE POLICY – NEW YORK

## DECLARATIONS

Your Name and Address  
Your Auto and Any Other Vehicle  
Policy Period  
Coverages and Amounts of Insurance

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## CLASSIC AUTOMOBILE POLICY – NEW YORK

### AGREEMENT

In return for payment of the premium and subject to all the terms of this policy, we will provide the coverages you have selected for covered losses which occur while this policy is in force. All of this information is shown in the Declarations which is part of this policy.

### DEFINITIONS

Throughout this policy, the words “you” and “your” refer to:

- A. The Named Insured shown in the Declarations; and
- B. Your spouse, if a resident of the same household.

The words “we”, “us”, and “our” refer to the company shown in the Declarations which is providing this insurance.

Other words and phrases are defined. They are in quotation marks when used.

- A. “Authorized third party broker” means any individual or “business” with which you have made an agreement to facilitate the sale of “your covered auto”. This does not include any individual employee or owner of any “business” who is related to you by blood, adoption, or marriage, or is a member of your household.
- B. “Bodily injury” means bodily harm to a person and any resulting sickness, disease, or death.
- C. “Business” includes trade, profession, or occupation.
- D. “Camper trailer” means a non-motorized vehicle designed to be towed, featuring living accommodations that may include cooking, heating/cooling, bathroom, plumbing, and sleeping arrangements. A “camper trailer” includes fifth-wheel trailers, but does not include self-propelled vehicles, truck-mounted camper bodies, semi-trailers, or trailers used for any commercial purpose or as a vehicle conveyance.
- E. “Collision” means the upset or impact of “your covered auto” with another object.
- F. “Constructive total loss” means a loss where the cost to repair damage to “your covered auto” will exceed the “Guaranteed Value®” of the vehicle when fully repaired.
- G. “Digital network” means any system or service offered or utilized by a “transportation network company” that enables “TNC prearranged trips” with “transportation network company drivers”.
- H. “Equipment” means tools stored in “your covered auto” and used for the emergency maintenance of “your covered auto”. “Family member” means a person related to you by blood, marriage, or adoption who is a resident of your household. This includes a ward or foster child.
- I. “Guaranteed Value®” means the amount shown in the Declarations for the applicable scheduled vehicle, which is agreed to be the value of “your covered auto” inclusive of any applicable taxes, including sales tax, and fees, in the event of a total loss or “constructive total loss”.
- J. “Newly acquired vehicle” means:
  - 1. Any vehicle you become owner of during the policy period.
  - 2. Coverage for a “newly acquired vehicle” is provided as described below. If you ask us to insure a “newly acquired vehicle” after the specified time period described below has elapsed, any coverage we provide for a “newly acquired vehicle” will begin at the time you request the coverage.
    - a. For any coverage provided in this policy except **PART D**, a “newly acquired vehicle” will have the broadest coverage we currently provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a “newly acquired vehicle” which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 30 days after you become the owner. If a “newly acquired vehicle” replaces a vehicle shown in the Declarations, coverage is provided for the vehicle without your request to insure it.

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- b. **PART D**, including “other than collision” and/or “collision” for a “newly acquired vehicle”, begins on the date you become the owner. However, for this coverage to apply for your additional or replacement vehicle:

- 1) The vehicle must be in stock condition meaning it has not been structurally or mechanically modified from the original manufactured design; and
- 2) We must insure all of your collector vehicles.

The limit provided on a “newly acquired vehicle” will be the lesser of the following:

- 1) The purchase price;
- 2) The verifiable value; or
- 3) \$50,000.

This coverage applies before you give us notice of the “newly acquired vehicle”, provided you ask us to insure in within 30 days of the date you become the owner.

- K. “Occupying” means in, upon; or getting in, on, out, or off.
- L. “Other than collision” includes loss to “your covered auto” caused by missiles, falling objects, fire, theft, larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief, vandalism, riot, civil commotion; contact with bird or animal; or breakage of glass. If breakage of glass is caused by a “collision”, you may elect to have it considered a loss caused by “collision”.
- M. “Paddock” means the area at the race course where racing vehicles are parked. It does not include any pit area, the track/course, or its entrance or exit lanes.
- N. “Peer-to-peer car sharing” means the authorized use of a shared vehicle by an individual other than the vehicle’s owner through a peer-to-peer car sharing program. See General Business Law article 40 for detailed information relating to “peer-to-peer car sharing programs”.
- O. “Peer-to-peer car sharing program” means a program that facilitates the use or operation of a shared vehicle by a shared vehicle driver. See General Business Law article 40 for detailed information relating to “peer-to-peer car sharing programs”.
- P. “Property damage” means physical injury to, destruction of, or loss of use of property.
- Q. “Regular use vehicle” means a motor vehicle used for regular driving to work, school, shopping, errands, or for general transportation.
- R. “Spare parts” means a replacement for an item normally a part of “your covered auto” which is not currently in place on “your covered auto”.
- S. “Transportation network company” or “TNC” means a person, corporation, partnership, sole proprietorship, or other entity that is licensed pursuant to NY VAT §1691 and is operating in New York state exclusively using a “digital network” to connect “transportation network company passengers” to “transportation network company drivers” who provide “TNC prearranged trips”.
- T. “Transportation network company driver” or “TNC driver” means an individual who:
1. Receives connections to potential “TNC passengers” and related services from a “transportation network company” in exchange for payment of a fee to the “transportation network company”; and
  2. Uses “TNC vehicle” to offer or provide a “TNC prearranged trip” to “TNC passengers” upon connection through a “digital network” controlled by a “transportation network company” in exchange for compensation or payment of a fee.
- U. “TNC prearranged trip” or “TNC trip” means the provision of transportation by a “TNC driver” to a “TNC passenger” provided through the use of a “TNC’s” “digital network”.
1. Beginning when a “TNC driver” accepts a “TNC passenger’s” request for a “TNC trip” through a “digital network” controlled by a “TNC”;
  2. Continuing while the “TNC driver” transports the requesting “TNC passenger” in a “TNC vehicle”; and
  3. Ending when the last requesting “TNC passenger” departs from the “TNC vehicle”.

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The term “TNC prearranged trip” does not include transportation provided through any of the following:

1. Shared expense carpool or vanpool arrangements, including those as defined in Section 158-b of the New York Vehicle and Traffic Law; and
2. Use of a taxicab, livery, luxury limousine, or other for hire vehicle as defined in the New York Vehicle and Traffic Law, Section 19-502 of the Administrative Code of the City of New York, or as otherwise defined in local law.

V. “Transportation network company vehicle” or “TNC vehicle” means a vehicle that is:

1. Used by a “TNC driver” to provide a “TNC prearranged trip” originating within the state of New York; and
2. Owned, leased, or otherwise authorized for use by the “TNC driver”.
3. Such term shall not include:
  - a. A taxicab, as defined in Section 148-a of the New York Vehicle and Traffic Law and Section 19-502 of the Administrative Code of the City of New York, or as otherwise defined in local law;
  - b. A livery vehicle, as defined in Section 121-e of the New York Vehicle and Traffic Law, or as otherwise defined in local law;
  - c. A black car, limousine, or luxury limousine, as defined in Section 19-502 of the Administrative Code of the City of New York, or as otherwise defined in local law;
  - d. A for-hire vehicle, as defined in Section 19-502 of the Administrative Code of the City of New York, or as otherwise defined in local law;
  - e. A bus, as defined in Section 104 of the New York Vehicle and Traffic Law;
  - f. Any motor vehicle weighing more than 6,500 pounds unloaded;
  - g. Any motor vehicle having a seating capacity of more than 7 passengers; and
  - h. Any motor vehicle subject to Section 370 of the New York Vehicle and Traffic Law.

W. “Transportation network company passenger” or “TNC passenger” means a person or persons who use a “TNC’s” “digital network” to connect with a “TNC driver” who provides “TNC prearranged trips” to the “TNC passenger” in the “TNC vehicle” between points chosen by the “TNC passenger”.

X. “Vehicle trailer” means a vehicle designed to be pulled by a:

1. Private passenger auto; or
2. Pickup, panel truck, or van;

that is used only for the transportation of “your covered auto”.

Y. “Your covered auto” means:

1. Any vehicle shown in the Declarations.
2. A “newly acquired vehicle”.
3. Any vehicle you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. Loss; or
  - e. Destruction.
4. Any “vehicle trailer” shown in the Declarations and pulled by a vehicle shown in the Declarations.

However, “your covered auto” does not include “your camper trailer”.

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- Z. "Your camper trailer" means the "camper trailer" shown in the Declarations. It does not include any non-owned or temporary substitute "camper trailer".

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## PART A – LIABILITY COVERAGE

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### INSURING AGREEMENT

- A. We will pay damages for "bodily injury", including damages for care and loss of services, or "property damage" for which any "insured" becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the "insured". We will settle or defend, as we consider appropriate, any claim or suit asking for damages which are payable under the terms of the policy. This applies even if the claim or suit is groundless. In addition to our limit of liability, we will pay all defense costs we incur.
- B. "Insured", as used in **PART A**, means:
1. You or a "family member" for the ownership, maintenance, or use of "your covered auto".
  2. Any person using "your covered auto".
  3. For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under **PART A**.

### SUPPLEMENTARY PAYMENTS

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

- A. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in "bodily injury" or "property damage" covered under this policy. But we are under no obligation to furnish these bonds.
- B. Premiums on appeal bonds and bonds to release attachments in any suit we defend. But we are under no obligation to furnish these bonds.
- C. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.
- D. Up to \$50 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
- E. Other reasonable expenses incurred at our request.
- F. Expenses incurred by an "insured" for first aid to others at the time of the accident.
- G. All costs taxed against an "insured" in any suit we defend.

These payments will not reduce the limit of liability.

### EXCLUSIONS

We do not provide **Bodily Injury Liability** or **Property Damage Liability** for any "insured":

- A. Who intentionally causes, or directs another person to cause, "bodily injury" or "property damage".
- B. For "property damage" to property owned or being transported by that "insured".
- C. For "property damage" to property:
  1. Rented to;
  2. Used by; or
  3. In the care of;
 that "insured".

This exclusion does not apply to "property damage":

1. To a residence or private garage.
2. To any of the following vehicle types not rented to, owned by, furnished, or available for the regular use

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of you or a “family member”:

- a. Private passenger autos;
- b. Trailers;
- c. Pickups or vans.

3. Up to \$2,000 to any trailer not owned by, furnished, or available for the regular use of you or a “family member” if liability for such damage is assumed under a written rental contract.

- D. For “bodily injury” to an employee of that “insured” during the course of employment. This exclusion does not apply to “bodily injury” to a domestic employee unless workers’ compensation benefits are required or available for that domestic employee.
- E. For that “insured’s” liability arising out of the ownership or operation of “your covered auto” while it is being used to carry persons or property for a fee. This exclusion does not apply to a share-the-expense carpool.
- F. Maintaining or using any vehicle while that “insured” is employed or otherwise engaged in any “business” (other than farming or ranching), including but not limited to the selling, repairing, servicing, storing, parking, road testing, or delivery of any vehicle.

This exclusion does not apply to the ownership, maintenance, or use of “your covered auto” or a trailer used with “your covered auto” by:

- 1. You;
- 2. A “family member”; or
- 3. Any partner, agent, or employee of you or a “family member”.

- G. Using “your covered auto” without a reasonable belief that that “insured” is entitled to do so.
- H. While the motor vehicle is used by a “TNC driver” who is logged onto the TNC’s “digital network” but is not engaged in a “TNC prearranged trip” or while the motor vehicle is used by a “TNC driver” while the driver provides a “TNC prearranged trip”.
- I. While the motor vehicle is being used through a “peer-to-peer car sharing program” during the peer-to-peer car sharing period.
- J. For “bodily injury” or “property damage” the “insured” assumed under any contract or agreement.

## LIMIT OF LIABILITY

The limit shown in the Declarations is our maximum limit of liability for all damages resulting from any one auto accident.

A. If there is a split limit of liability shown in the Declarations:

- 1. Equal to or greater than \$100,000 for each person and \$200,000 each accident for **Bodily Injury Liability**, we will apply the limit to first provide the separate limits required by the laws of New York.
  - a. The **Bodily Injury Liability** limit shown in the Declarations for each person is our maximum limit of liability for all damages, including damages for care, loss of services, or death, resulting from any one auto accident for:
    - 1) “Bodily injury” not resulting in death of any one person; and
    - 2) “Bodily injury” resulting in death of any one person.
  - b. The **Bodily Injury Liability** limit shown in the Declarations for each accident is our maximum limit of liability for all damages resulting from any one auto accident for:
    - 1) “Bodily injury” not resulting in death, subject to the limit for each person; and
    - 2) “Bodily injury” resulting in death, subject to the limit for each person.
  - c. The **Property Damage Liability** shown in the Declarations for each accident is our maximum limit of liability for all “property damage” resulting from any one auto accident.
- 2. Less than \$100,000 for each person and \$200,000 for each accident:

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- a. The **Bodily Injury Liability** limit shown in the Declarations for each person is our maximum limit of liability for all damages, including damages for care, loss of services, for "bodily injury" not resulting in death of any one person in any one accident, and
  - b. The **Bodily Injury Liability** limit shown in the Declarations for each accident is our maximum limit of liability "bodily injury" not resulting in death in any one accident, subject to the limit for each person.
  - c. The **Property Damage Liability** limit shown in the Declarations for each accident is our maximum limit of liability for all "property damage" resulting from any one auto accident.
  - d. In addition, our limit of liability for "bodily injury" resulting in death is as follows:
    - 1) Up to \$50,000 for "bodily injury" resulting in death of any one person in any one auto accident; and
    - 2) Up to \$100,000 for "bodily injury" resulting in death of two or more people in any one auto accident, subject to a \$50,000 maximum for any one person.
3. There will be no adding, stacking, or combining of limits, and this is the most we will pay, for any one covered accident no matter the number of:
- a. "Insureds";
  - b. Claims made;
  - c. Vehicles or premiums shown in the Declarations; or
  - d. Vehicles involved in the auto accident.

B. If there is a single limit of liability shown in the Declarations:

1. Equal to or greater than \$160,000 for each accident, this is our maximum limit of **Bodily Injury Liability & Property Damage Liability** for all damages resulting from any one auto accident. We will apply the limit of liability to first provide the separate limits required by the laws of New York for:
  - a. "Bodily injury" not resulting in death of any one person in any one auto accident;
  - b. "Bodily injury" not resulting in death of two or more people in any one auto accident;
  - c. "Bodily injury" resulting in death of any one person in any one auto accident;
  - d. "Bodily injury" resulting in death of two or more people in any one auto accident; and
  - e. "Property damage" in any one auto accident.

This provision will not change our total limit of liability.

2. Less than \$160,000 for each accident, this is our maximum limit of **Bodily Injury Liability & Property Damage Liability** for all damages resulting from any one auto accident, except those damages for "bodily injury" resulting in death. We will apply the limit of liability to first provide the separate limits required by the laws of New York for:
  - a. "Bodily injury" not resulting in death of any one person in any one auto accident;
  - b. "Bodily injury" not resulting in death of two or more people in any one auto accident; and
  - c. "Property damage" in any one auto accident.

This provision will not change our total limit of liability.

In addition, our limit of liability for "bodily injury" resulting in death is as follows:

- a. Up to \$50,000 for "bodily injury" resulting in death of any one person in any one auto accident; and
- b. Up to \$100,000 for "bodily injury" resulting in death of two or more people in any one auto accident, subject to a \$50,000 maximum for any one person.

If the **Bodily Injury Liability & Property Damage Liability** shown in the Declarations is not exhausted by payment of damages for:

- a. "Bodily injury" not resulting in death; or

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- b. "Property damage";

any remaining amounts will be used to pay damages for "bodily injury" resulting in death, to the extent the limit of liability shown in the Declarations is not increased.

- 3. There will be no adding, stacking, or combining of limits, and this is the most we will pay, for any one covered accident no matter the number of:
  - a. "Insureds";
  - b. Claims made;
  - c. Vehicles or premiums shown in the Declarations; or
  - d. Vehicles involved in the auto accident.

- C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and **PART B** of this policy.

### **OUT OF STATE COVERAGE**

If an auto accident to which this policy applies occurs in any state or province other than the one in which "your covered auto" is principally garaged, we will interpret your policy for that accident as follows:

- A. If the state or province has:
  - 1. A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit shown in the Declarations, your policy will provide the higher specified limit.
  - 2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.
- B. No one will be entitled to duplicate payments for the same elements of loss.

### **FINANCIAL RESPONSIBILITY**

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required.

### **FEDERAL EMPLOYEES USING AUTOS IN GOVERNMENT BUSINESS**

If this policy is issued to a federal employee using an auto in government business, the following are not "insureds" under **PART A**:

- A. The United States of America or any of its agencies.
- B. Any person with respect to "bodily injury" or "property damage" resulting from the operation of an auto by that person as an employee of the United States Government. This applies only to the extent that coverage and protection are provided pursuant to Section 2679 of Title 28 of the United States Code.

### **OTHER INSURANCE**

If there is other valid and collectible liability insurance, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto," shall be excess over any other valid and collectible insurance, including physical damage insurance provided under this or any other policy.

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

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### **INSURING AGREEMENT**

- A. We will pay reasonable expenses incurred for necessary medical and funeral services because of "bodily injury":
  - 1. Caused by an accident; and

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2. Sustained by an “insured”.

We will pay only those expenses incurred within 3 years from the date of the accident.

B. “Insured”, as used in **PART B** means:

1. You or a “family member”;
  - a. While “occupying”; or
  - b. As a pedestrian when struck by;
    - a motor vehicle designed for use mainly on public roads or a trailer of any type.
2. Any other person while “occupying” “your covered auto”.

## EXCLUSIONS

We do not provide **Medical Payments Coverage** for any person for “bodily injury”:

- A. Sustained while “occupying” any motorized vehicle having fewer than 4 wheels.
- B. Sustained while “occupying” “your covered auto” when it is being used to carry persons or property for a fee. This exclusion does not apply to a share-the-expense carpool.
- C. Sustained while “occupying” any vehicle as a residence or premises.
- D. Occurring during the course of employment if workers’ compensation benefits are required or available for the “bodily injury”.
- E. Sustained while “occupying”, or when struck by, any vehicle other than “your covered auto” which is:
  1. Owned by you; or
  2. Furnished or available for your regular use.
- F. Sustained while “occupying”, or when struck by, any vehicle other than “your covered auto” which is:
  1. Owned by a “family member”; or
  2. Furnished or available for the regular use of a “family member”.

However, this exclusion does not apply to you.
- G. Sustained while “occupying” a vehicle without a reasonable belief that that person is entitled to do so.
- H. Sustained while “occupying” a vehicle when it is being used in the “business” of an “insured”. 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. “Vehicle trailer” used with a vehicle described in 1. or 2. above.

I. 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.

J. From or as a consequence of the following, whether controlled or uncontrolled or however caused:

1. Nuclear reaction;
2. Radiation; or
3. Radioactive contamination.

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- K. Sustained while “occupying” “your covered auto” when it is involved in any prearranged, organized, or spontaneous race, or 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.

- L. Sustained while “occupying” “your covered auto” when it is being used 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, Exclusions K.1. and L. do not apply while “your covered auto” is:

1. In a race facility’s “paddock” area 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 public roads while operated within legal speed.
- M. Sustained while “occupying” “your covered auto” when it is being used to prepare, practice, 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, 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 exclusion;
  2. Being trailered from one location to another; or
  3. Used by you to attend an event as a spectator.
- N. While the motor vehicle is used by a “TNC driver” who is logged onto the “TNC’s” “digital network” but is not engaged in a “TNC prearranged trip” or while the driver provides a “TNC prearranged trip”.
- O. While the motor vehicle is being used through a “peer-to-peer car sharing program” during the peer-to-peer car sharing period.

#### **LIMIT OF LIABILITY**

- A. The limit of liability shown in the Declarations for **Medical Payments Coverage** is our maximum limit of liability for each person injured in any one accident to which this policy applies. This is the most we will pay regardless of the number of:
1. “Insureds”;
  2. Claims made;
  3. Vehicles or premiums shown in the Declarations; or

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4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
  1. **PART A** of this policy; and
  2. Any statutory **Uninsured Motorists Coverage** or **Supplementary Uninsured/Underinsured Motorists Coverage** provided by this policy.

#### **AUTO SHOW MEDICAL REIMBURSEMENT**

- A. We will pay up to \$5,000 for each person, limited to a maximum policy period limit of \$10,000, to you and/or a "family member" for reasonable expenses incurred for necessary medical and funeral services because of "bodily injury" sustained due to any one non-automobile related accident while attending an automobile show, auction, or similar automobile-related event. This is the most we will pay regardless of the number of:
  1. Persons insured; or
  2. Claims made.
- B. We will pay only those expenses incurred for services rendered within 1 year from the date of the accident.

#### **OTHER INSURANCE**

If there is other applicable auto medical payments insurance, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto," shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

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### **PART C**

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Please refer to the **UNINSURED MOTORISTS ENDORSEMENT – NEW YORK** or **SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS ENDORSEMENT – NEW YORK** associated with your policy.

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

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#### **INSURING AGREEMENT**

We will pay for direct and accidental loss to "your covered auto", including its "equipment", less any applicable deductible shown in the Declarations, when such loss is caused by:

- A. "Other than collision" only if the Declarations shows that **Other Than Collision Coverage** is provided for that auto.
- B. "Collision" only if the Declarations shows that **Collision Coverage** is provided for that auto.

#### **AUTO REPAIRS**

When there is a loss to "your covered auto" covered under **PART D**, we:

- A. May not:
  1. Condition payment on repair; or
  2. Require that repairs be made by a particular repair shop or concern.
- B. Are entitled to the following:
  1. A completed Certification of Auto Repairs;
  2. An itemized repair bill prepared by the repairer, if "your covered auto" is repaired; and
  3. An inspection of "your covered auto" whether or not you have it repaired.

#### **CAR COVERS**

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We will pay up to \$250 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 limit of liability for "your covered auto" shown in the Declarations.

### **EVACUATION EXPENSE**

- A. We will reimburse you for expenses incurred to move "your covered auto" from a location to preserve it from loss or damage due to a covered peril. This includes temporary storage expenses for up to 180 days. Evidence of incurred expenses, such as receipts, must be presented to us in order for payment to be made.
- B. The most we will pay per incident is limited to \$1,500 per item. The most we will pay under this coverage during any policy period is \$10,000.

### **FULL COVERAGE WINDOW GLASS**

We will pay under **Collision** or **Other Than Collision** for window glass breakage on "your covered auto" without a deductible. If only **Collision** is afforded, any covered window glass breakage caused by "collision" will be considered a "collision" loss. 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.

### **LIMITED VEHICLE FRAUD COVERAGE**

- A. We will pay for loss to "your covered auto" caused by:
  - 1. Theft of monies resulting from the sale of "your covered auto" by an "authorized third party broker"; or
  - 2. The confiscation of your vehicle by a public authority as a result of the fraudulent and unlawful use of the Vehicle Identification Number (VIN) by others, or the confiscation of your vehicle by a public authority if the title of "your covered auto" is shown to be fraudulent and you did not know it was fraudulent, but only if the confiscation results in your complete loss of ownership of the vehicle.
- B. The most we will pay for this coverage during any policy period is \$1,500 or the amount for **Limited Vehicle Fraud Coverage** shown in the Declarations, whichever is greater. This coverage does not increase the limit of liability for "your covered auto" shown in the Declarations.

However, we do not cover:

- A. Loss arising out of or in connection with a "business" owned by you or a "family member";
- B. Losses resulting from any fraudulent, dishonest, or criminal act by you or a "family member";
- C. Losses resulting from any person aiding or abetting you or a "family member", whether acting alone or in collusion with others; or
- D. Monies which, for any reason, a bank or any other drawee fails to pay.

### **MANDATORY INSPECTION**

- A. We have the right to inspect any:
  - 1. Private passenger auto; or
  - 2. Pickup or van;

which you insure or intend to insure for **PART D** under this policy.

This right applies only to the extent authorized by Regulation 79, as amended.

- B. **PART D**, including Other Than Collision and/or Collision, for a "newly acquired vehicle" begins on the date you become the owner. However, for this coverage to apply for your additional or replacement vehicle:
  - 1. The vehicle must be in stock condition and not have been modified from the original manufactured design; and
  - 2. We must insure all of your collector vehicles.

The limit provided on a "newly acquired vehicle" will be the lesser of the following:

  - 1. The purchase price;
  - 2. The verifiable value; or

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3. \$50,000.

This coverage applies before you give us notice of the "newly acquired vehicle", provided you asked us to insure it within 30 days of the date you became the owner.

C. When we require an inspection, you must:

1. Cooperate; and
2. Make the vehicle available for the inspection.

## RECOVERY OF STOLEN OR ABANDONED AUTOS

We have the right to take custody of "your covered auto" for safekeeping when:

- A. It is stolen or abandoned; and
- B. We find out where it is.

## SPARE PARTS

We will pay up to \$750, or the amount(s) shown in the Declarations for **Spare Parts**, for direct and accidental loss or damage to "spare parts" for "your covered auto".

This coverage does not:

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

## EXCLUSIONS

We will not pay for:

- A. Loss or damage caused by hidden or inherent defect; dampness, mildew, mold, rot, or rust; temperature extremes; mechanical or electrical breakdown or failure; wear and tear; gradual deterioration; or loss of use.  
However, this exclusion does not apply to dampness, mildew, mold, rot, or rust damage if it results from a covered loss.
- B. Loss or damage caused by any repairing, renovating, or refinishing process unless the process results in a fire or explosion. We will pay only for damage caused by the fire or explosion.
- C. Road damage to tires unless caused by "other than collision" covered by this policy.
- D. Loss due to or as a consequence of declared or undeclared war, civil war, insurrection, rebellion, revolution, government confiscation, or repossession.
- E. Loss due to nuclear reaction, nuclear radiation, or radioactive contamination. We will pay for direct loss by fire resulting from any of these.
- F. Loss to "spare parts" caused by theft unless the loss results from forcible entry into the place where your "spare parts" are normally kept; into "your covered auto" itself; or into a securely locked compartment. All losses caused by theft must have visible marks of forcible entry.
- G. Loss or damage intentionally caused or directed by you or a "family member".
- H. Loss caused by or resulting from "your covered auto" being involved in any prearranged, organized, or spontaneous race or 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.
- I. Loss caused by or resulting from "your covered auto" being used at a:
  1. Racing facility; or

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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, Exclusions H.1. and I. do not apply while "your covered auto" is:

1. In a race facility's "paddock" area 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 public roads while operated within legal speed.
- J. Loss caused by or resulting from "your covered auto" being used to prepare, practice, 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, Exclusion J. 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 exclusion;
  2. Being trailered from one location to another; or
  3. Used by you to attend an event as a spectator.
- K. While the motor vehicle is used by a "TNC driver" who is logged onto the "TNC's" "digital network" but is not engaged in a "TNC prearranged trip" or while the driver provides a "TNC prearranged trip".
- L. While the motor vehicle is being used through a "peer-to-peer car sharing program" during the peer-to-peer car sharing period.

#### **LIMIT OF LIABILITY**

- A. In the event of a total loss or "constructive total loss", we will pay the "Guaranteed Value®" shown in the Declarations for the applicable scheduled vehicle.
- 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®" for the applicable vehicle shown in the Declarations. We will not pay for any unrepaired damage for which we have previously made payment under this policy.

#### **LOSS TO A PAIR, SET, OR PARTS**

In case of a loss to a pair or set, we will repair or replace any part to restore the pair or set to its value before the loss.

In case of loss or damage to any part of an insured item consisting of several parts, we are liable only for the value of the lost or damaged part.

#### **NO BENEFIT TO BAILEE**

No person or organization having custody of the property who is paid or to be paid for services shall benefit from this coverage.

#### **APPRAISAL**

- A. If we and you do not agree on the amount of loss, either party may demand an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire.

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The appraisers will set the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two of the three will be binding.

B. Each party will:

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

C. We do not waive any of our rights under this policy by agreeing to an appraisal.

### **VEHICLE TRAILER**

- A. The most we will pay for direct and accidental loss to your "vehicle trailer" is the "Guaranteed Value®" shown in the Declarations for your "vehicle trailer", which is agreed to be the value of your "vehicle trailer" in case of a total loss or "constructive total loss".
- B. For all other loss or damage to your "vehicle trailer", 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®" for the applicable "vehicle trailer" shown in the Declarations. We will not pay for any unrepaired damage for which we have previously made payment under this policy.

## **PART E – DUTIES AFTER AN ACCIDENT OR LOSS**

We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us, except as provided in paragraph E:

- A. We must be notified as soon as reasonably possible 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.

Notice to our authorized agent shall be deemed notice to us. In addition, any written notice given by or on behalf of any claimant to our authorized agent, containing particulars sufficient to identify you, shall be deemed notice to us.

- B. A person seeking any coverage must comply with the following:

1. Do not admit fault or assume any obligation to other persons.
2. Do not offer or pay any rewards, make willing payments, or incur other expenses except at your own expense.
3. Do nothing that would prejudice our rights or interests or our ability to provide a defense.
4. Cooperate with us in the investigation, settlement, or defense of any claim or suit.
5. As soon as reasonably possible, send us copies of any notices or legal papers received in connection with the accident or loss.
6. 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. Physical exams by physicians we select. We will pay for these exams.
  - b. Examination under oath, by video and/or audio recording, and subscribe the same.
  - c. Examinations to be done individually and outside the presence of witnesses or other persons or parties making claims. Legal counsel may be present.
  - d. Your spouse or a "family member" to submit to examination to help us to obtain relevant information, even if that person is not making a claim under this policy.
7. Authorize us to obtain:
  - a. Medical reports; and
  - b. Other pertinent records.

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8. Submit written proof of loss when required by us.
- C. A person seeking **Uninsured Motorists Coverage** or **Supplementary Uninsured/Underinsured Motorists Coverage** must also, as soon as reasonably possible:
  1. Notify the police if a hit and run driver is involved.
  2. Send us copies of the legal papers if a suit is brought.
- D. A person seeking **Coverage for Damage to Your Covered Auto** must also:
  1. Take reasonable steps after loss to protect your covered property from further loss. We will pay reasonable expenses incurred to do this.
  2. Notify the police as soon as reasonably possible if “your covered auto” or “your camper trailer” is stolen, and file a report with the proper authorities as soon as practicable.
  3. Permit us to inspect and appraise the damaged property before its repair or disposal.
  4. Produce, if requested, the remains of the insured property.
- E. A person seeking **Limited Vehicle Fraud Coverage** must take all reasonable steps to cause a warrant to be issued, as soon as practicable, for the arrest of anyone causing a covered loss under this coverage. Failure to cause such warrant to be issued as required by this provision shall not invalidate any claim made by you, if you can show you made reasonable efforts to do so.
- F. Failure to give notice to us as required under this policy within the time specified shall not invalidate any claim made by the insured, injured person, or any other claimant, unless the failure to provide timely notice has prejudiced us. However, no claim made by the insured, injured person, or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

## PART F – GENERAL PROVISIONS

### ABANDONMENT

There can be no abandonment of “your covered auto” and/or any other covered property to us.

### BANKRUPTCY

Your bankruptcy or insolvency shall not relieve us of any obligations under this policy.

### CHANGE OF POLICY ADDRESS

We may change the Named Insured’s policy address shown in the Declarations and in our records to the most recent address provided to us by:

- A. You; or
- B. The United States Postal Service.

### CHANGES

- 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 changes, including, but not limited to:
  1. Changes in the number of licensed household drivers or regular vehicle operators, or changes in the license status of any driver;
  2. Modifications to your vehicle, including the addition of a nitrous system or hydraulics, or any modifications meant to achieve 650 horsepower or greater;
  3. Any increase or decrease in the value of your vehicles; or
  4. Any decrease in the **Liability, Uninsured Motorists, or Supplementary Uninsured/Underinsured Motorists** limits for the regular use vehicles in your household.

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B. If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to:

1. The number, type, or use classification of insured vehicles;
2. Operators using insured vehicles;
3. The place of principal garaging of insured vehicles;
4. Coverages, deductibles, or limits;
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 in writing within 30 days.

If a change resulting from paragraph A. or B. requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.

C. If we make a change that broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

1. A subsequent edition of your policy; or
2. An Amendatory Endorsement.

#### **CONCEALMENT OR MISREPRESENTATION**

We do not provide coverage for any "insured" who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy.

However, we will provide coverage to such "insured" for damages sustained by any person who has not made fraudulent statements or engaged in fraudulent conduct if such damages result from an accident which is otherwise covered under this policy.

#### **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 there is other valid and collectible liability insurance, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto," shall be excess over any other valid and collectible insurance, including liability, medical payments or funeral expenses, or physical damage insurance provided under this or any other policy.

#### **INSURABLE INTEREST**

There is no coverage under any part of this policy for accidents or losses involving "your covered auto" or "your camper trailer" if you are not the owner at the time of accident or loss. For purposes of this provision, owner means holding the legal title of "your covered auto" or "your camper trailer", or being party to an agreement to buy or lease "your covered auto".

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

A. No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under **PART A**, no legal action may be brought against us until:

1. We agree in writing that the Named Insured has an obligation to pay; or
2. The amount of that obligation has been finally determined by judgment after trial.

B. No person(s) or organization(s) has any right under this policy to bring us into any action to determine the liability of an "insured".

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- C. With respect to “bodily injury” claims, if we deny coverage or do not admit liability because an “insured”, the injured person, someone acting for the injured person, or the other claimant fails to give us notice as soon as reasonably possible, then the injured person, someone acting for the injured person, or the other claimant may bring an action against us, provided the sole question is whether the denial of coverage or non-admission of liability is based on the failure to provide notice as soon as reasonably possible.

However, the injured person, someone acting for the injured person, or other claimant may not bring an action if within 60 days after we deny coverage or do not admit liability, we or an “insured”:

1. Bring an action to declare the rights of the parties under the policy; and
2. Name the injured person, someone acting for the injured person, or other claimant as a party to the action.

- D. If we fail to pay damages for “bodily injury” or “property damage” for which the “insured” becomes legally responsible because of an auto accident within 30 days from the date notice of entry of judgment is served on the “insured” or the “insured’s” attorney and us, then an action may be maintained against us for the amount of judgement, up to the limit of liability shown in the Declarations for which coverage is provided under this policy.

However, this paragraph does not apply during a stay or limited stay of execution against the “insured” on such judgment.

## OTHER INSURANCE POLICIES

This policy provides coverage for “your covered auto”. Any other vehicle you own should be insured by a separate policy.

## OUR RIGHT TO RECOVER PAYMENT

- A. If we make payment under this policy and the person to or for whom payment was made has a right to recover damages from another, we shall be subrogated to that right. That person shall do:

1. Whatever is necessary to enable us to exercise our rights; and
2. Nothing after loss to prejudice our rights.

However, our rights in this paragraph do not apply under **PART D**, against any person using “your covered auto” with a reasonable belief that that person is entitled to do so. However, this permissive use exception does not apply when “your covered auto” is in the care, custody, or control of any “business” entity.

- B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:

1. Hold in trust for us the proceeds of the recovery; and
2. Reimburse us to the extent of our payment.

## PAYMENT OF LOSS

We may pay for loss in money, or the cost to repair or replace your damaged or stolen property. If the loss is paid in money, this payment will include any applicable taxes. We may, at our expense, return your stolen or damaged property to you or to the address shown in the policy.

If we return stolen property, we will pay for any damage resulting from the loss. We may keep at the Guaranteed Value® or appraised value all or part of the stolen property, or the property we determine to be a total loss or a “constructive total loss”.

When there is a loss to “your covered auto” under **PART D**, we may not require that repairs be made by a particular repair shop or concern.

If we pay a total loss or a “constructive total loss” for “your covered auto” or “your camper trailer” listed in the Declarations, all coverage under this policy for such covered vehicle 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” or “your camper trailer” shall be reduced by any amount previously paid for repairs not completed at the time of the total loss or “constructive total loss”.

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**POLICY PERIOD AND TERRITORY**

A. This policy applies only to accidents and losses which occur:

1. During the policy period shown in the Declarations; and
2. Within the policy territory.

B. The policy territory is:

1. The United States of America, its territories or possessions; or
2. Canada.

This policy also applies to loss to, or accidents involving, “your covered auto” or “your camper trailer” while being transported between their ports.

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

As a condition of the issuance of this policy, you have represented and agreed that you 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 coverage elected by you for this policy.
- B. Satisfy all minimum state insurance requirements, including but not limited to minimum requirements for liability coverage, uninsured motorists coverage and underinsured motorists coverage (as may be required by law), and personal injury protection (PIP) coverage in states where PIP is required.
- C. Remain in-force as described in paragraph A. directly above during all policy periods, including renewal and reinstatement policy periods, and be maintained, without reduction of coverage or limits of liability (except for reduction of the aggregate limits therein in connection with an accident or loss solely by amounts paid in settlement of claims or in satisfaction of awards or judgments), 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”.
- 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.
- E. If there is other coverage, or similar type of insurance or source of recovery, that applies or is available under one or more policies, coverage under this policy, subject to the limits of liability, shall be excess to any other policy or source of recovery, whether that insurance is considered primary, secondary, or excess. This does not apply to:
  1. An accident that occurs while an “insured” is “occupying” “your covered auto”; or
  2. A loss to “your covered auto”.
- F. If there is other insurance with the same priority as this coverage, we will not pay more than our share of the covered damages or loss. Our share of the covered damages or loss is the proportion that our limit of coverage bears to the total of all applicable limits with the same priority as this coverage.
- G. Duplicate payments will not be allowed or made for the same element of damages, expense, or loss that has been or will be paid by any other coverage under this policy, any other policy, or by any other source.

**STATE LAW**

If any policy exclusion, limitation, term, condition, or other policy provision is determined to be invalid and unenforceable by a court with proper jurisdiction, then that exclusion, limitation, term, condition, or other policy provision will be changed to the extent necessary to conform to the law.

**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

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- 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 shown in this policy:
  - a. At least 15 days' notice if cancellation is for nonpayment of premium; or
  - b. At least 20 days' written notice in all other cases.

If we cancel during the first 60 days this policy is in effect, our notice of cancellation must state or include the reason for cancellation.

- 3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will, subject to the laws of New York, cancel only:
  - a. For nonpayment of premium; or
  - b. If your driver's license or that of any driver who customarily uses "your covered auto" has been suspended or revoked. This provision:
    - 1) Does not apply to:
      - a) A suspension issued under Section 510(b)(1) of the New York Vehicle and Traffic Law; or
      - b) 1 or more administrative suspensions from the same incident which terminate prior to the effective date of cancellation.
    - 2) Applies only to a suspension or revocation that occurred:
      - a) During the policy period; or
      - b) Since the last anniversary of the original effective date if the policy period is other than 1 year.
  - c. For discovery of fraud or material misrepresentation in:
    - 1) Obtaining the policy; or
    - 2) Presenting a claim.
- 4. Our right to cancel applies to each and every:
  - a. Coverage; or
  - b. Limit;
 afforded under this policy.
- 5. If we have the right to cancel this policy, we may instead condition continuation upon:
  - a. Change of limits; or
  - b. Elimination of any coverage;
 not required by law. This applies only if we mail 20 days' notice to the Named Insured shown in the Declarations at the address shown in this policy.

#### B. Nonrenewal

- 1. If we decide not to renew or continue this policy, we will, subject to the laws of New York, mail notice to the Named Insured shown in the Declarations.
- 2. If we have the right not to renew or continue this policy, we may instead condition renewal upon:
  - a. Change of limits; or
  - b. Elimination of any coverage;
 not required by law. This applies only if we mail notice to the Named Insured shown in the Declarations.
- 3. The notice required by B.1. and B.2. must:
  - a. Be mailed to the address shown in this policy at least 45 but not more than 60 days before the end of the policy period; and

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- b. State or include the reason for our action.
- 4. We are not required to mail notice of nonrenewal to the Named Insured shown in the Declarations if we are given written notice that this policy:
  - a. Has been replaced; or
  - b. Is no longer wanted.

This written notice may be given to us by:

- a. You;
- b. Another insurer; or
- c. Your representative.

#### C. Other Termination Provisions

- 1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
- 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 shown in the notice shall become the end of the policy period.

#### TRADE OR ECONOMIC SANCTIONS

This insurance does not provide any coverage, and we shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us to a violation of any applicable trade or economic sanctions, laws, or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

#### TRANSFER OF YOUR INTEREST IN THIS POLICY

- A. 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, coverage will be provided for:
  - 1. The surviving spouse if a resident in the same household at the time of death. Coverage applies to the spouse as though a Named Insured shown in the Declarations; and
  - 2. The legal representative of the deceased person as though a Named Insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto".
- B. Coverage will only be provided until the end of the policy period.

#### TWO OR MORE AUTO POLICIES

If this policy and any other auto insurance policy issued to you by us apply to the same accident, the maximum limit of our liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

This provision does not apply to **Liability Coverage**.