

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

COLLECTOR MOTORCYCLE ENDORSEMENT (SPLIT LIMIT LIABILITY) – SOUTH DAKOTA

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

DEFINITIONS:

1. The following definitions are added:

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

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

2. F. “Occupying” is deleted and replaced by the following:

F. “Occupying” means in; upon; getting in, out, on or off; or loading or unloading.

PART A – PERSONAL LIABILITY

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

MOTORCYCLE PASSENGER LIABILITY

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

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

This is the only limit of liability that applies to “motorcycle” “guest passengers” and is not in addition to the limits of liability shown in the Declarations for Bodily Injury Liability.

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

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

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

We do not provide Liability Coverage for:

- a. “Bodily injury” or “property damage” resulting from the ownership, maintenance, or use of “your covered auto” that is a “motorcycle” in any field games.
- b. “Bodily injury” to you or any “family member”. This exclusion also applies to any claim made or suit brought against any “insured”:

(1) To repay; or

(2) Share damages with;

another person who may be obligated to pay damages because of “bodily injury” to an “insured”.

PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO

1. The following is added to the Insuring Agreement:

MOTORCYCLE SAFETY APPAREL

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

- a. helmet;
- b. jacket;
- c. pants or chaps;
- d. boots;
- e. gloves; or
- f. goggles;

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

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

We will not pay for loss to safety equipment unless the equipment is made available for inspection after a loss. We will not pay for loss to helmets unless they comply with Federal Motor Vehicle Safety Standards.

Our limit of liability for safety apparel for each accident will be the lesser of:

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

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

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

We will not pay for:

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

AUTOMATIC COVERAGE FOR REPLACEMENT AND ADDITIONAL MOTORCYCLES

1. For "your covered auto" that is an "antique vehicle" or "classic vehicle" of the "motorcycle" type, but is not a reproduction or "structurally modified motorcycle", the following provisions apply to the automatic coverage for replacement and additional "motorcycles":

Under **Part D – Coverage For Damage To Your Covered Auto**, the limit provided will be the lesser of the following:

- a. The amount necessary to repair or replace the property;
- b. The purchase price;
- c. The verifiable value; or
- d. \$50,000, or, if you and we have determined an agreed value prior to the 30-day deadline, the agreed value.

2. For "your covered auto" that is a reproduction "motorcycle" or "structurally modified motorcycle":

- a. **Part D – Coverage For Damage To Your Covered Auto** does not apply; and

- b. No coverage is provided for additional "motorcycles";

until you contact us and we agree to provide the coverage.

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

All other policy provisions apply.