

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

## COLLECTOR CAMPER TRAILER ENDORSEMENT – MASSACHUSETTS

The following applies only to **your camper trailer** listed in the Coverage Selections Page of your **Essentia Insurance Company Massachusetts Antique and Classic Automobile Insurance Policy**.

### Definitions

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

**Business** includes trade, profession, or occupation.

**Camper spare parts** means a replacement for an item normally a part of **your camper trailer** which is not currently in place on **your camper trailer**.

**Collector usage** means **your camper trailer** is used as a temporary residence for recreational purposes for up to 90 days during each policy period.

**Equipment** means tools stored in **your covered auto** or **your camper trailer** and used for the emergency maintenance of **your covered auto** or **your camper trailer**. **Equipment** also means any anti-sway, tow or torsion bars, tow hitches, and tow dollies.

**Insured**, as used in this endorsement, means:

1. You or a **household member** for the ownership, maintenance, or use of **your camper trailer**.
2. Any person using **your camper trailer** or **insured vacation site**.
3. For **your camper trailer**, any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this endorsement.

**Insured vacation site** means any non-owned designated camp or parking site for which you have been granted the exclusive right to park **your camper trailer** for its recreational use, or when legally parked on public property, but only up to a radius of 25 feet around **your camper trailer**. **Insured vacation site** does not include any site where **your camper trailer** has been parked for more than 90 days, or while parked on any property you own for any length of time.

**Personal property** means any personal items, clothing, or furnishings not permanently attached to **your camper trailer** while located in **your camper trailer**. **Personal property** does not include:

1. **Equipment**;
2. **Camper spare parts**;
3. Jewelry;
4. Furs; or
5. Cash, checks, securities, or any other documents.

**Pollutant** means all contaminants, whether artificial or naturally occurring. Such contaminants may include, but are not limited to, any:

1. Waste material in any form, including solid, liquid, or gaseous, including materials to be recycled, conditioned, or reclaimed;
2. Organic, inorganic, or thermal irritants or contaminants. This does not include irritants or contaminants released as the result of a covered loss; or
3. Smoke, soot, fumes, vapors, acids, metals, poisons, noxious substances, or odors.

When used in **Parts 7. Collision** and **9. Comprehensive** of this **Collector Camper Trailer Endorsement** only, the following definition is amended:

**Your covered auto** is amended to include **your camper trailer** shown in the Coverage Selections Page as well as any **camper trailer** on the date you become owner during the policy period, whether as a new vehicle or a replacement of a vehicle shown in the Coverage Selections Page, provided that:

1. It is in stock condition and has not been modified from the original manufactured design; and
2. You ask us to insure it within 30 days after you become the owner.

## Compulsory Insurance

Under **Parts 1. Bodily Injury To Others** and **4. Damage To Someone Else's Property**, the following coverage is added by this endorsement:

### Vacation Site Liability Coverage

**Vacation Site Liability Coverage**, a supplemental liability coverage, is added under these Parts when a limit for this coverage is shown in the Coverage Selections Page. This coverage does not apply to any damages or losses paid or payable under any automobile liability insurance coverage. The following applies only to **Vacation Site Liability Coverage**.

We will pay damages for bodily injury or property damage for which any **insured** becomes legally responsible because of an accident which occurs at the **insured vacation site** while using **your camper trailer** for **collector usage**. Damages include prejudgment interest awarded against the **insured**. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit shown in the Coverage Selections Page, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit for this coverage has been exhausted. We have no duty to defend any suit or settle any claim for bodily injury or property damage not covered under this policy.

### Exclusions

**A.** All exclusions in **Parts 1. Bodily Injury To Others** and **4. Damage To Someone Else's Property** apply to this coverage, except these specific exclusions which are added as follows only for purposes of **Vacation Site Liability Coverage**:

We do not provide **Vacation Site Liability Coverage** for any **insured**:

Who intentionally causes bodily injury or property damage, or whose willful actions a reasonable person could foresee may cause injury or loss.

Maintaining or using **your covered auto** or **your camper trailer** 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.

Using **your covered auto** or **your camper trailer** without a reasonable belief that that **insured** is entitled to do so.

Arising out of the use of **your camper trailer** for other than **collector usage**.

For any bodily injury or property damage arising out of, or occurring at, any premises that is not an **insured vacation site**.

Arising out of the use of any motor vehicles, watercraft, or aircraft.

For any bodily injury or property damage sustained while **occupying your camper trailer** while it is being towed.

For any bodily injury or property damage caused by any animal owned by or in the care of you or any **insured**.

For bodily injury or property damage caused by suicide or attempted suicide, whether sane or insane.

Arising out of any illegal activity occurring in **your camper trailer** or at an **insured vacation site**.

Arising out of sexual molestation, corporal punishment, or physical or mental abuse.

Arising out of the use, sale, manufacture, delivery, transfer, or possession by any person of a Controlled Substance, as defined by the Federal Food and Drug Law. Controlled substances include, but are not limited to, cocaine, LSD, marijuana, and all narcotic drugs. This exclusion does not apply to the use of prescription drugs by a person following the orders of a licensed physician.

Arising out of the transmission of a communicable disease.

For any property damage to any property owned by you or in your, or any **insured's**, care, custody, or control.

Resulting from the discharge, dispersal, or seepage of any **pollutant**, unless such discharge,

dispersal, or seepage is sudden and accidental.

For any fines or penalties.

For any punitive or exemplary damages.

For others' liability to you, nor do we cover the liability of any **insured** to another **insured**.

**B.** This coverage shall not apply, directly or indirectly, to benefit any:

1. Workers' compensation or disability benefits insurer;
2. Self-insurer under any workers' compensation, or disability benefits or similar law; or
3. Government body or agency.

#### **Limit of Liability**

**A.** The limit shown in the Coverage Selections Page for **Vacation Site Liability** is our maximum limit for all losses or damages resulting from any one accident which occurs at the **insured vacation site** while using **your camper trailer for collector usage**. This is the most we will pay regardless of the number of:

1. **Insureds**;
2. Claims made;
3. Vehicles, **your camper trailers**, or premiums shown in the Coverage Selections Page; or
4. Vehicles or **your camper trailers** involved in the accident.

**B.** No one will be entitled to receive duplicate payments for the same elements of loss.

**C.** No coverage is provided under **Vacation Site Liability Coverage** for liability covered under any other coverage provided under this policy.

If there is other applicable personal or vacation liability coverage, or similar type of insurance or source of recovery that applies or is available under one or more policies:

**A.** The coverage under **Vacation Site Liability Coverage**, if applicable, shall be excess to all other insurance, whether that insurance is considered primary, secondary, or excess. If there is other insurance with the same priority as this coverage, we will not pay more than our share of the covered losses or damages. Our share of the covered losses or damages is the proportion that our limit of coverage under **Vacation Site Liability Coverage** bears to the total of all applicable limits with the same priority as this coverage.

**B.** Notwithstanding A. above in this **Other Insurance** provision, the total recovery under all such policies or coverages cannot be greater than the single highest limit that applies for any one loss under one policy of insurance providing coverage on either a primary, secondary, or excess basis.

#### **Optional Insurance**

##### **Part 6. Medical Payments**

The following coverage is added by this endorsement:

##### **Vacation Site Medical Payments Coverage**

**Vacation Site Medical Payments Coverage**, a supplemental medical payments coverage, is added under **Part 6.** when a limit is shown in the Coverage Selections Page for **Vacation Site Liability**. This coverage does not apply to any damages or losses paid or payable under any automobile medical payments insurance coverage. The following applies only to **Vacation Site Medical Payments Coverage**.

**A.** We will pay reasonable expenses incurred for necessary medical and funeral services because of bodily injury to any person caused by an accident which occurs at the **insured vacation site** while using **your camper trailer for collector usage**.

**B.** We will pay only those expenses incurred for services rendered within 3 years from the date of the accident.

## Exclusions

- A.** All exclusions in **Part 6. Medical Payments** apply to this coverage, except the following exclusions, which are amended only for purposes of **Vacation Site Medical Payments Coverage**:

We do not provide **Vacation Site Medical Payments Coverage** resulting from injuries to:

Exclusion 1. Is amended to read:

Anyone while **occupying your covered auto** or **your camper trailer** located for use as a residence or premises. However, this exclusion does not apply to **your camper trailer** while it is being used for **collector usage** at the **insured vacation site**.

Exclusion 4. is amended to read:

Anyone injured while **occupying your covered auto**, an **insured vacation site**, or **your camper trailer** without a reasonable belief that that **insured** is entitled to do so.

- B.** The following exclusions are added and apply only to **Vacation Site Medical Payments Coverage**:

We do not provide **Vacation Site Medical Payments Coverage** for any **insured** for bodily injury:

Arising out of the use of **your camper trailer** for a period of time that exceeds **collector usage**.

Arising out of, or occurring at, any premises that is not an **insured vacation site**.

Arising out of the use of any motor vehicles, watercraft, or aircraft.

Sustained while **occupying your camper trailer** while it is being towed.

Sustained while **occupying your covered auto**, an **insured vacation site**, or **your camper trailer** when it is being used in the **business** of an **insured**.

Caused by any animal owned by or in the care of you or any **insured**.

Caused by suicide or attempted suicide, whether sane or insane.

Arising out of any illegal activity occurring in **your camper trailer** or at an **insured vacation site**.

Arising out of sexual molestation, corporal punishment, or physical or mental abuse.

Arising out of the use, sale, manufacture, delivery, transfer, or possession by any person of a Controlled Substance, as defined by the Federal Food and Drug Law. Controlled substances include, but are not limited to, cocaine, LSD, marijuana, and all narcotic drugs. This exclusion does not apply to the use of prescription drugs by a person following the orders of a licensed physician.

Arising out of the transmission of a communicable disease.

For any property damage to any property owned by you or in your, or any **insured's**, care, custody, or control.

Resulting from the discharge, dispersal, or seepage of any **pollutant**, unless such discharge, dispersal, or seepage is sudden and accidental.

For any fines or penalties.

For any punitive or exemplary damages.

For others' liability to you, nor do we cover the liability of any **insured** to another **insured**.

- C.** This coverage shall not apply, directly or indirectly, to benefit any:

1. Workers' compensation or disability benefits insurer;
2. Self-insurer under any workers' compensation, or disability benefits or similar law; or
3. Government body or agency.

## Limit of Liability

- A.** The limit shown in the Coverage Selections Page for **Vacation Site Medical Payments** is our maximum limit for all losses resulting from any one accident which occurs at the **insured vacation site** while using **your camper trailer** for **collector usage**. This is the most we will pay regardless of the number of:

1. **Insureds**;
  2. Claims made;
  3. Vehicles, **your camper trailers**, or premiums shown in the Coverage Selections Page; or
  4. Vehicles or **your camper trailers** involved in the accident.
- B.** No one will be entitled to receive duplicate payments for the same elements of loss.
- C.** No coverage is provided under **Vacation Site Medical Payments Coverage** for bodily injury covered under any other coverage provided under this policy.

#### **Parts 7. Collision and 9. Comprehensive**

The following is added for **your camper trailer**:

##### **Awnings**

In no event shall the cost to repair or replace damaged awnings or protective covers used in conjunction with **your camper trailer** exceed their actual cash value at the time of loss. The most we will pay for awnings and protective covers is \$500. This coverage does not increase the limit for **your camper trailer** as shown in the Coverage Selections Page.

##### **Debris Removal**

In the event **your camper trailer** is damaged by a covered loss while located at an **insured vacation site** and declared a total loss or a **constructive total loss**, we will pay reasonable expenses up to \$1,000 for actual costs incurred for the cleanup and removal of **your camper trailer**.

##### **Personal Property**

**Personal property** of the **insured** located in **your camper trailer** is covered for its actual cash value at the time of loss. The most we will pay for loss or damage to **personal property** is the greater of 20% of the value of **your camper trailer** as shown in the Coverage Selections Page or \$1,500. The most we will pay for any one item is \$500.

##### **Limit of Liability**

- A.** Under **Parts 7. Collision and 9. Comprehensive**, the limit provided on a camper trailer, during the 30-day acquisition window noted above, will be the least of the following:
1. The purchase price;
  2. The verifiable value; or
  3. \$50,000.
- B.** We must be notified, and coverage added to your policy for **your camper trailer**, to fully cover any additional camper trailers you acquire.

#### **Exclusions**

All exclusions in **Parts 7. Collision and 9. Comprehensive** apply to this endorsement, and the following exclusions are added:

We will not pay for:

- Loss or damage caused by water intrusion, regardless of whether the water was driven by wind or not.
- Loss or damage due to freezing.
- Loss or damage due to the gradual accumulation of ice or snow.
- Loss or damage arising out of your use of **your camper trailer** for any **business** purposes.
- Loss or damage arising out of the use of **your camper trailer** for other than **collector usage**.
- Loss or damage arising out of any illegal activity occurring in **your camper trailer**.
- Loss or damage arising out of or resulting from an **insured** being under the influence of any intoxicants or illegal substances.

**General Provisions And Exclusions**

When this **Collector Camper Trailer Endorsement** is attached to your policy, the following change is made:

**6. When You Have More Than One Auto Policy With Us** is deleted and replaced by the following:

If this policy and any other 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 insurance is excess over other valid insurance, except insurance so written as to specifically provide coverage in excess of the limits that apply in this policy.

All other policy provisions apply.