

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLLECTOR VEHICLE SPARE PARTS OR TOOLS COVERAGE ENDORSEMENT – TEXAS

AGREEMENT

We cover the classes and items of personal property described below. This insurance is provided subject to the provisions of this endorsement and in return for the premium and compliance with all applicable provisions of the Classic Auto Policy to which it is attached.

DEFINITIONS

For purposes of the coverage provided in this endorsement, the following definition is added:

“Market value” means the price which the property might be expected to realize if offered for sale by a willing seller to a willing buyer in a fair market on the date of loss or damage.

“Actual cash value” means the amount it would cost to repair or replace the covered property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence.

PROPERTY COVERED

We cover the property insured under this endorsement when owned by or in the custody or control of an “insured” while it is anywhere in the world, unless otherwise noted.

Scheduled Property

We cover the item(s) described in the Declarations or Schedule only if an amount of insurance and premium is shown for that property.

Unscheduled Property – Blanket Insurance

We cover the property listed in the Declarations or Schedule only if a blanket amount of insurance and premium is shown for that class of property.

THE AMOUNT OF INSURANCE SHOWN FOR SUCH PROPERTY IS LIMITED BY THE LOSS SETTLEMENT PROVISION IN THIS ENDORSEMENT.

CLASSES OF PERSONAL PROPERTY WE INSURE

- **Automotive Tools**, including tools and portable equipment used in the maintenance of collector vehicles. This also includes:
 - ♦ portable carts or cases used to store covered tools;
 - ♦ accessories for covered tools whether attached or not.
- **Collector Vehicle Spare Parts**, including parts that are specifically designed and held for use in the maintenance and operation of any collector vehicles, whether insured by us or not. Spare Parts shall not include parts held:
 - ♦ for use in “regular use vehicles”; or
 - ♦ as collectible personal property.

SPECIAL LIMITS ON WHAT WE WILL PAY FOR UNSCHEDULED PROPERTY

In addition to the amount of insurance for the class of property insured, the following special limits on what we will pay apply to unscheduled property:

Limit for Property Being Mailed or Shipped

The limit of coverage we provide for unscheduled property being mailed or shipped is not more than \$1,000. An adult's signature is required on the mailing or shipping receipt.

Limit for Property Away from Residence

The limit of coverage we provide for unscheduled property stored away from your primary or secondary residence is 10% of the amount of insurance for the class, unless we have agreed to an alternate storage location in writing.

However, this limitation does not apply to property:

- ◆ Moved from the residence because it is being repaired, renovated or rebuilt and is not fit to live in or store property in; or
- ◆ In a newly acquired principal residence for 90 days from the time you begin to move the property there.

PROPERTY NOT COVERED

We do not cover:

1. Items in the custody of transportation companies.
2. Contraband, or property in the course of illegal transportation or trade.
3. Unscheduled property while on or attached to a boat. However, we will cover property in the course of shipping if we have agreed to this in writing in advance of shipment.
4. Any item while attached to a vehicle.
5. Dealer stock, "business" or commercial property.
6. Unscheduled property held for sale while away from your primary or secondary residence.
7. Items being shipped by mail other than by:
 - a. registered mail;
 - b. certified mail; or
 - c. other similar shipping or courier service which provides package tracking;
 unless we agree to cover in writing, in advance of its shipment date.
8. Unscheduled property left behind in a hotel room after check-out.

COVERED PERILS

We insure against risk of direct physical loss to covered property unless the loss is caused by a peril that is excluded.

EXCLUDED PERILS

We do not insure the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area:

1. Loss that results from:
 - ◆ wear and tear;
 - ◆ deterioration;
 - ◆ hidden defect; or
 - ◆ any quality in property that causes it to damage or destroy itself.
2. Loss caused by or that results from:
 - ◆ Birds, rodents, or insects;
 - ◆ Nesting or infestation, or discharge or release of waste products or secretions, by any animals.
3. Loss caused by or that results from any:
 - ◆ Repairing, restoration or retouching process; or
 - ◆ Work done to or handling the property.

However, if a fire or explosion results, we do cover the loss caused by fire or explosion.

4. Loss caused by or that results from breakage.

We do cover breakage caused by:

- ◆ Fire or lightning;
 - ◆ Explosion, aircraft or collision;
 - ◆ Windstorm, earthquake or flood;
 - ◆ Malicious damage or theft; or
 - ◆ Derailment or overturn of a conveyance;
5. Loss caused by or that results from neglect. Neglect means an "insured" failed to use all reasonable means to save and preserve property at and after the time of loss.

6. Loss caused by or that results from:
 - ♦ Fading, creasing, denting, scratching, tearing, or thinning;
 - ♦ Transfer of colors, inherent defect, dampness, extremes of temperature or depreciation.
7. For unscheduled blanket property, loss caused by theft from any unattended auto.
8. Loss caused by the infidelity of any person to whom the property was entrusted.
9. Loss caused by or that results from mechanical breakdown.
10. Loss caused by or that results from any power surge, unless a surge protector was used.
11. Loss caused by or that results from the intentional acts of an "insured". Intentional means any loss arising out of any act an "insured" commits or conspires to commit with the intent to cause a loss. In the event of such loss, no "insured" is entitled to coverage, even "insureds" that did not commit or conspire to commit the act.

However, this exclusion does not apply to an "insured" who did not cooperate in or contribute to the creation of the loss if that "insured" has:

- ♦ Filed a police report; and
- ♦ Cooperated with law enforcement investigation or prosecution relating to any other "insured" causing the intentional loss.

If we pay a claim pursuant to this exception, our payment to the "insured" is limited to that "insured's" insurable interest in the property less any payments we made to a mortgage or other party with a secured interest in the policy. In no event will we pay more than the limit of liability. As a condition of payment for intentional loss caused by another "insured" under this exception to the exclusion, we may require an assignment of rights of recovery to the extent that payment is made by us.

DEDUCTIBLE

We will pay only that part of the total of all loss payable under this endorsement that exceeds the deductible amount shown in the Declarations or Schedule for the class or item. If more than one deductible applies in any one loss, the largest applicable deductible will be used.

However, any loss caused by theft, misplacing or losing of unscheduled property is subject to a minimum deductible of \$250 per loss.

LOSS CONDITIONS

► Loss Settlement

▪ Standard Loss Settlement – Unscheduled Property - Blanket

1. The value of the property in the Declarations is not agreed upon but will be determined at the time of loss.

We will not pay more than the least of the following amounts:

- ♦ The amount for which the article or item could reasonably be expected to be repaired to its condition immediately prior to loss;
- ♦ The amount for which the article or item could reasonably be expected to be replaced with one substantially identical to it;
- ♦ The "market value" of the article or item;
- ♦ The amount of insurance for the class; or
- ♦ For any one item, the per item limit shown in the Declarations or Schedule.

2. Loss To A Pair, Set Or Parts

If the item is a pair or set or consists of several parts when complete, we may elect to:

- ♦ Repair or replace any part to restore the pair or set to its value before the loss;
- ♦ Pay the difference between the "actual cash value" of the property before and after the loss; or
- ♦ Pay for the value of the part lost or damaged.

3. Recovered Property

If you or we recover any property for which we have made payment under this endorsement, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you or it will become our property. If the recovered property is returned to or retained by you, we will adjust the loss payment based on the amount you received for the recovered property.

4. Property of Others

Property of others loaned or leased to the insured, and which the insured is required to insure, or for which the insured may be liable, will be valued at the lesser of:

- ♦ The amount agreed upon in the loan or lease agreement; or
- ♦ Its "actual cash value".

5. Property Not Insured to Full Value

Any loss payment we make will be reduced if you do not insure the covered property for its full value. We will pay only that proportion of any loss on an unscheduled collection that the amount of blanket insurance bears to the "actual cash value" of such property at the time of loss.

▪ Standard Loss Settlement - Scheduled Property

1. The value of each scheduled article or item in the Schedule is not agreed upon but will be determined at the time of loss.

We will not pay more than the least of the following amounts:

- ♦ The amount for which the article or item could reasonably be expected to be repaired to its condition immediately prior to loss;
- ♦ The amount for which the article or item could reasonably be expected to be replaced with one substantially identical to it;
- ♦ The amount of insurance; or
- ♦ For any one item, the per item limit shown in the Declarations or Schedule.

2. Schedule on File

When Schedule on File is listed in the Schedule:

We cover the items listed in a schedule which you must submit to us and we keep on file. The schedule must contain:

- ♦ a description for each item; and
- ♦ a limit for each item.

► Loss Clause

We will not reduce the amount of insurance under this endorsement except for a total loss of scheduled property. We will refund the unearned premium for that property after the loss or you may apply the refund to the premium due for its replacement.

PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO

With the exception of the **APPRAISAL** and **OTHER INSURANCE** provisions, **PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO** does not apply to the property covered by this endorsement.

PART E - DUTIES AFTER AN ACCIDENT OR LOSS

In case of a loss to property covered by this endorsement, the following duties also apply:

E. A person seeking coverage must:

1. Prepare an inventory of damaged property showing the quantity, description, value, cost and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
2. Notify the police as soon as reasonably able if the property is subject to a crime;

3. As often as we reasonably require:
 - a. Show the damaged property;
 - b. Provide us with records and documents we request and permit us to make copies;
 - c. Submit to examination under oath, while not in the presence of another "insured", and sign the same; and
 - d. Produce, to the extent that it is within your power, your employees, members of your household or others so that they may be examined under oath.
 - e. Send to us, within 91 days after discovery of the loss, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
 - i. The time and cause of loss;
 - ii. The interests of all "insureds" and all others in the property involved and all liens on the property;
 - iii. Other insurance or service agreement which may cover the loss; and
 - iv. The inventory of damaged property described in 1. above.
4. You may not offer or pay any rewards, make willing payments or incur other expenses except at your own expense.

PART F – GENERAL PROVISIONS

PART F - GENERAL PROVISIONS of the Classic Auto Policy apply to the property covered by this endorsement, if applicable, except as changed or added below:

OTHER INSURANCE POLICIES

This provision is deleted.

The following provisions are changed to include the property covered by this endorsement, in addition to "your covered auto":

- **OUR RIGHT TO RECOVER PAYMENT**
- **ABANDONMENT**
- **TRANSFER OF YOUR INTEREST IN THIS POLICY**

The following provisions are added:

LOSS PAYABLE CLAUSE

If the Declarations names a loss payee and the property in which the loss payee has an interest, we will adjust any loss with you and make the loss payment to you or an "insured" legally entitled to receive payment and the loss payee as their respective interests may appear.

We will notify the loss payee in writing at least 10 days before we cancel or do not renew this coverage.

INSURABLE INTEREST AND LIMIT OF LIABILITY

Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:

- To an "insured" for more than the amount of such "insured's" interest at the time of loss; or
- For more than the applicable amount of insurance.

INSURANCE NOT TO BENEFIT OTHERS

No person or organization having custody of the property and to be paid for services shall benefit from this insurance.