

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

## **COLLECTOR CAMPER TRAILER ENDORSEMENT – COLORADO**

The following additional coverage, definitions, and exclusions apply only to “your camper trailer” as shown in the Declarations or Schedule of your classic automobile policy.

### **DEFINITIONS:**

When used in this Collector Camper Trailer Endorsement only, the following definitions are added:

“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”.

“Camper trailer(s)” means a non-motorized vehicle designed to be towed, and featuring living accommodations that may include cooking, heating/cooling, bathroom, plumbing and sleeping arrangements. “Camper trailers” include fifth-wheel trailers, but do not include self-propelled vehicles, truck-mounted camper bodies, semi-trailers or trailers used for any commercial purpose or as a vehicle conveyance.

“Collector usage” means the “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 any “family 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;
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;
3. Smoke, soot, fumes or vapors, acids, metals, poisons, noxious substances or odors.

“Your camper trailer(s)” means the “camper trailer(s)” shown in the Declarations or Schedule. It does not include any non-owned or temporary substitute “camper trailer”.

## **PART A – LIABILITY COVERAGE**

### **VACATION SITE LIABILITY COVERAGE**

Vacation Site Liability Coverage, a supplemental liability coverage, is added under **PART A – LIABILITY COVERAGE** when a limit of liability for this coverage is shown in the Declarations or Schedule. 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.

#### **INSURING AGREEMENT**

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”. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability 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 **PART A** apply to this coverage, except these specific exclusions which are amended as follows only for purposes of Vacation Site Liability Coverage.

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

Exclusion 1. is amended to read:

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

Exclusion 7. is amended to read:

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) not described in Exclusion 6.

Exclusion 8. is amended to read:

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

Exclusion 10. is amended to read:

Arising out of the ownership, maintenance, or use of any “camper trailer”, other than “your camper trailer”, or any vehicle other than “your covered auto”.

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

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

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” 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(s), as defined by the Federal Food and Drug Act. 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.

Arising from any liability assumed under any contract or agreement by you or any "insured".

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: workers' compensation or disability benefits insurer; self-insurer under any workers' compensation, or disability benefits or similar law; or government body or agency.

#### **LIMIT OF LIABILITY**

- A. The limit of liability shown in the Declarations or Schedule for Vacation Site Liability Coverage is our maximum limit of liability 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 Declarations or Schedule; 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.

#### **OTHER INSURANCE**

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 paragraph 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.

**PART B – MEDICAL PAYMENTS COVERAGE****VACATION SITE MEDICAL PAYMENTS COVERAGE**

**Vacation Site Medical Payments Coverage**, a supplemental medical payments coverage, is added under **PART B – MEDICAL PAYMENTS COVERAGE** when a limit of liability is shown in the Declarations or Schedule for Vacation Site Liability Coverage. 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.

**INSURING AGREEMENT**

- 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 B** 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 for any “insured” for “bodily injury”:

Exclusion 2. is amended to read:

Sustained 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 5. is amended to read:

Sustained 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.

Exclusion 6. is amended to read:

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”.

- 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.

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(s), 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 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: workers' compensation or disability benefits insurer; self-insurer under any workers' compensation or disability benefits or similar law; or government body or agency.

#### **LIMIT OF LIABILITY**

- A. The most we will pay under Vacation Site Medical Payments Coverage for all losses resulting from any one accident which occurs at the "insured vacation site" while using "your camper trailer" for "collector usage" to which this policy applies is \$2,500. 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 Declarations or Schedule; 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.

#### **OTHER INSURANCE**

If other insurance also covers a loss, we will pay only our share. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

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

#### **DEFINITIONS**

When used in **PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO** of this Collector Camper Trailer Endorsement only, the following definitions are amended:

"Your covered auto" is amended to include "your camper trailer" shown in the Declarations or Schedule 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 Declarations or Schedule, 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.

The following is added under **PART D**:

#### **INSURING AGREEMENT**

We will pay for direct and accidental loss to "your camper trailer", including its "equipment", minus any applicable deductible shown in the Declarations or Schedule, when such loss is caused by:

1. "Other than collision", only if the Declarations or Schedule indicate that Other Than Collision Coverage is provided for "your camper trailer".
2. "Collision", only if the Declarations or Schedule indicate that Collision Coverage is provided for "your camper trailer".

When this endorsement is attached to the policy, the following is added under **PART D**:

### **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 of liability for "your camper trailer" as stated under **PART D** in the Declarations or Schedule.

### **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 Declarations or Schedule or \$1,500. The most we will pay for any one item is \$500.

### **LIMIT OF LIABILITY**

- A. Under **PART D**, the limit provided on any newly acquired or replacement "camper trailers" will be the lesser 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 **PART D** 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 due to freezing.

Loss 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.

### **PART F – GENERAL PROVISIONS**

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

#### **PRIVATE PLEASURE USE**

The Private Pleasure Use provision is deleted in its entirety and replaced by the following:

Coverage will be suspended if "your covered auto" or "your camper trailer" is:

- A. Rented or leased to any person for a fee;
- B. Used to carry persons or property for a fee, or for any commercial use unless prior written consent has been obtained from us; or
- C. Used for any illegal act by any person.

**TWO OR MORE POLICIES**

The Two or More Auto Policies provision is deleted in its entirety 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.