

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

COLLECTOR CAMPER TRAILER ENDORSEMENT – NEW MEXICO

The following applies only to “your camper trailer” listed in the Declarations of your **Classic Automobile Policy**.

DEFINITIONS

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

“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 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 a “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; 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.

PART A – LIABILITY COVERAGE

The following coverage is added by this endorsement:

VACATION SITE LIABILITY COVERAGE

Vacation Site Liability Coverage, a supplemental liability coverage, is added under **PART A** when a limit of liability for this coverage is shown in the Declarations. 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”. 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 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 A. 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. However, we will provide coverage to an innocent “insured” who is a victim of domestic abuse, as defined in the Domestic Abuse Insurance Protection Act, to the extent of that “insured’s” interest in the “insured vacation site” when the “bodily injury” or “property damage” is closely related to and in perpetuation of domestic abuse.

Exclusion G. 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), including but not limited to the selling, repairing, servicing, storing, parking, road testing, or delivery of any vehicle.

Exclusion H. is amended to read:

Using “your covered auto” 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 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” 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”.

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 of liability shown in the Declarations for **Vacation Site Liability** 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
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 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

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 B** when a limit of liability is shown in the Declarations 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**.

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 B. 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 E. 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 F. 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, 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:

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 of liability shown in the Declarations for **Vacation Site Medical Payments** is our maximum limit of liability 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 Declarations; 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.

PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO

DEFINITIONS

When used in **PART D** 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 Declarations 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, 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 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 of liability for "your camper trailer" as shown in the Declarations.

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 \$1,500. The most we will pay for any one item is \$500.

LIMIT OF LIABILITY

- A. Under **PART D**, the limit provided on a "camper trailer", during the 30-day acquisition window noted above, 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 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.

PART F – GENERAL PROVISIONS

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

The **Two or More Auto Policies** provision is replaced by the following:

TWO OR MORE POLICIES

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.