

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

## **COLLECTOR VEHICLE SPARE PARTS OR TOOLS COVERAGE ENDORSEMENT – NEW YORK**

### **AGREEMENT**

We cover the classes and items of personal property described below in return for the premium shown in the Declarations.

### **DEFINITIONS**

For purposes of the coverage provided in this endorsement, the following definitions are added:

- A. "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.
- B. "Insured" means you or a "family member" for the ownership, maintenance, or use of the covered property.
- C. "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.

### **PROPERTY COVERED**

We cover the property insured under this endorsement when it is owned by or in the care, custody, or control of an "insured", regardless of its worldwide location, unless otherwise noted.

#### **A. Scheduled Property**

Coverage for the items described in the Declarations is provided when both an amount of insurance and premium are shown.

#### **B. Unscheduled Property**

Blanket coverage for a class of property listed in the Declarations is provided when both an amount of insurance and premium are shown.

The amount of insurance shown for Scheduled or Unscheduled Property is limited by the **Loss Conditions** provision in this endorsement.

### **CLASSES OF PERSONAL PROPERTY WE COVER**

- A. **Automotive Tools** includes tools and portable equipment used in the maintenance of collector vehicles. This also includes:
  - 1. Portable carts or cases used to store covered tools; and
  - 2. Accessories for covered tools whether attached or not.
- B. **Collector Vehicle Spare Parts** includes parts that are specifically designed and held for use in the maintenance and operation of any collector vehicles, whether insured by us or not. Collector Vehicle Spare Parts shall not include parts held:
  - 1. For use in "regular use vehicles"; or
  - 2. 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, the following special limits apply to Unscheduled Property:

#### **A. Limit for Property Being Mailed or Shipped**

We will not pay more than \$1,000 for Unscheduled Property being mailed or shipped. An adult's signature is required on the mailing or shipping receipt.

#### **B. Limit for Property Away from Residence**

We will not pay more than 10% of the amount of insurance for Unscheduled Property stored away from your primary or secondary residence unless we have agreed to an alternate storage location in writing.

However, this limitation does not apply to property:

- A. Moved out of the residence because the residence is being repaired, renovated, or rebuilt and is not suitable to live in or store property in;
- B. Kept in a locked utility- or transport-type trailer made for storing such property; or
- C. Moved into a newly acquired principal residence, for a period of 90 days from the date you begin to move the property into this new residence.

### **PROPERTY NOT COVERED**

We do not cover:

- A. Items in the custody of transportation companies.
- B. Any illegal property or goods being imported, exported, transported, or traded.
- C. Unscheduled property while on or attached to a boat unless it is being transported in the course of shipping and if we have agreed to this in writing in advance of shipment.
- D. Any items while attached to a vehicle.
- E. Dealer stock.
- F. "Business" or commercial property.
- G. Unscheduled property held for sale while away from your primary or secondary residence.
- H. Items being shipped by mail other than by:
  - 1. Certified mail;
  - 2. Registered mail; or
  - 3. Other similar shipping or courier service which provides tracking for packages;
 unless we agree to cover the items in writing, in advance of shipment.
- I. Unscheduled property left behind in a hotel room after check-out.

### **COVERED PERILS**

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

### **EXCLUDED PERILS**

We do not insure the losses described below. 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:

- A. Loss that results from:
  - 1. Any quality in property that effects damage or destruction to itself;
  - 2. Deterioration;
  - 3. Hidden defect; or
  - 4. Wear and tear.
- B. Loss caused by or that results from birds, rodents, or insects, including any related nesting, infestation, discharge, or release of waste products or secretions, by any animals. .
- C. Loss caused by or that results from any repair, restoration, or retouching process. However, if a fire or explosion results, we do cover the loss caused by that fire or explosion.
- D. Loss caused by or that results from breakage. However, we do cover breakage caused by:
  - 1. Aircraft;
  - 2. Explosion or collision;
  - 3. Fire or lightning;

4. Overturn or derailment of a vehicle for transport;
  5. Windstorm, earthquake, or flood; and
  6. Unlawful and harmful damage or theft.
- E. 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.
- F. Loss caused by or that results from:
1. Creasing, scratching, tearing, or thinning;
  2. Dampness or extremes of temperature;
  3. Fading, transfer of colors, or characteristic defect; or
  4. Depreciation.
- G. For unscheduled blanket property, loss caused by theft from any unattended auto.
- H. Loss caused by any person entrusted with property not using care to protect that property.
- I. Loss caused by or that results from mechanical breakdown.
- J. Loss caused by or that results from any power surge, unless a surge protector was used.
- K. Loss or damage caused by or that results from an intentional act committed by or at the direction of an “insured”. An intentional act includes any voluntary act that a reasonable person could foresee may cause loss or damage. This exclusion applies only to an “insured” who commits or conspires to commit an act with the intent to cause a loss.

## DEDUCTIBLE

We will pay the total of all loss payable under this endorsement minus any applicable deductible amount shown in the Declarations for that 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 misplacing, losing, or theft of the unscheduled property is subject to a minimum deductible of \$250 each loss.

## LOSS CONDITIONS

The amount of insurance under this endorsement will not be reduced unless there is a total loss of scheduled property. You will have the option of a refund of unearned premium for that property after the loss or application of the refund to the premium due for that replacement of property.

### A. Standard Loss Settlement – Unscheduled Property – Blanket

1. The value of the property listed in the Declarations will be determined at the time of loss.

We will not pay any additional amount over the lowest of the following amounts:

- a. The amount for which the covered article or item could reasonably be expected to be repaired to its condition right before the loss;
  - b. The amount for which the covered article or item could reasonably be expected to be replaced with one substantially identical to it;
  - c. The “market value” of the covered article or item;
  - d. The amount of insurance for the class; or
  - e. For any one item, the each item limit shown in the Declarations.
2. Loss to a Pair, Set, or Parts

If the covered article or item is comprised of a pair, set, or several parts when complete, we may decide to:

- a. Repair or replace any part to restore the pair or set to its value before the loss;
- b. Pay the difference between the “actual cash value” of the covered article or item before and after the loss; or

c. Pay for the value of the lost or damaged part.

### 3. Recovered Property

If either you or we recover any property for which we have made a payment under this endorsement, either party shall notify the other of the property recovery. You have the option to retain the property or have it returned to 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 had 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:

- a. The amount agreed upon in the loan or lease agreement;
- b. Its "market 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.

## B. Standard Loss Settlement – Scheduled Property

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

We will not pay any additional amount over the lowest of the following amounts:

- a. The amount for which the covered article or item could reasonably be expected to be repaired to its condition right before the loss;
- b. The amount for which the covered article or item could reasonably be expected to be replaced with one substantially identical to it;
- c. The amount of insurance; or
- d. For any one item, the each item limit shown in the Declarations.

### 2. Schedule on File

When Schedule on File is listed in the Declarations, we cover the items listed in a schedule which you must submit to us. The schedule must contain:

- a. A description for each article or item; and
- b. A limit for each article or item.

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

With the exception of the **Appraisal** provision, **PART D** 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 also applies:

A person seeking coverage must:

1. Create an inventory of the damaged property with descriptions, quantities, and value and cost amounts for the loss. All bills, receipts, and related documents justifying the figures in the inventory should be included.
2. Notify the police as soon as reasonably possible if the property is subject to crime and file a report with the proper authorities as soon as practicable.
3. As often as we reasonably request:
  - a. Show the damaged property to us, or our representative;
  - b. Provide us with any pertinent records, notices, legal papers, and documents in connection with the

loss and allow us to make copies of the materials; and

- c. Send to us your signed and sworn proof of loss, as soon as reasonably possible, which starts a record, to the best of your knowledge and belief, of:
  - 1) The date, time, and cause of the loss;
  - 2) All interests of "insureds" and others in the property loss, including any and all liens on that property;
  - 3) Any other insurance or service agreements which may be applicable to cover the loss; and
  - 4) The prepared inventory of damaged property as detailed in 1. above.

#### **PART F – GENERAL PROVISIONS**

**PART F** applies to the property covered by this endorsement, if applicable, except as amended below.

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

##### **OUR RIGHT TO RECOVER PAYMENT**

##### **TRANSFER OF YOUR INTEREST IN THIS POLICY**

The following provisions are added:

##### **INSURABLE INTEREST AND LIMIT OF LIABILITY**

If more than one person has an insurable interest in the property covered, we are only liable, in any one loss, to an "insured" for only the amount of that "insured's" interest at the time of loss. We are not liable for more than the applicable amount of insurance.

##### **INSURANCE NOT TO BENEFIT OTHERS**

This insurance shall not benefit any person or organization having custody of the property who is paid or to be paid for services rendered.

All other policy provisions apply.