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# **Trailer Contents Coverage Endorsement**

If **you** pay the premium for Trailer Contents Coverage, the following coverage is added to **your** policy:

# **Trailer Contents Coverage**

# **Insuring Agreement - Trailer Contents Coverage**

Subject to the Limits of Liability, if **you** pay the premium for Trailer Contents Coverage, **we** will pay for a **covered loss** to **personal effects** and **non-owned personal effects** which occurs while those items are located inside the **covered trailer**.

### **Additional Definitions**

When used in this Trailer Contents Coverage, whether in the singular, plural, or possessive:

- 1. **"Covered loss**" means a **loss** caused by one or more of the perils listed under the Covered Loss provision of this Trailer Contents Coverage.
- 2. "Non-owned personal effects" means any personal property not owned by you or a relative, which is lawfully in the possession of you or a relative, other than:
  - a. self-propelled vehicles or watercraft;
  - b. deeds, documents, records, bills, money, coin collections, stamp collections, negotiable instruments, notes, securities, or other evidence of debt;
  - c. any property used in a **business**;
  - d. any property held for rental to others by **you** or a **relative**;
  - e. any property of **your** employees; and
  - f. birds, livestock, or any other animals.
- 3. **"Personal effects"** means any personal property owned by **you** or a **relative** other than:
  - a. watercraft, golf carts or other self-propelled vehicles, except electric wheelchairs or other self-propelled vehicles that are:
    - (i) designed for assisting the physically impaired;
    - (ii) designed to operate off of the public roads; and
    - (iii) are not subject to motor vehicle registration;
  - b. deeds, documents, records, bills, money (other than coin collections), negotiable instruments, notes, securities, or other evidence of debt;
  - c. any property used in a **business**, except **personal effects** transported, stored, or carried in the **covered trailer** if **you** have paid the additional premium for artisan use;
  - d. any property held for rental to others by **you** or a **relative**; and
  - e. birds, livestock, or any other animals.
- 4. "Covered trailer" means a non-motorized trailer, including a farm wagon or farm implement, that is:
  - a. designed to be towed on public roads by a land motor vehicle; and
  - b. shown on the **Declarations Page** for which this Trailer Contents Coverage has been purchased; but that is not used:
  - a. for commercial or **business** purposes, unless **you** have paid the additional premium for **covered trailer** artisan use;
  - b. as a primary residence;
  - c. as a premises for office, store or display purposes; or
  - d. as a passenger conveyance.

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### **Covered Loss**

A **covered loss** under this Trailer Contents Coverage must be caused by one or more of the following perils, except as excluded:

- 1. fire or lightning;
- 2. explosion, smoke or charring;
- 3. windstorm, hail, earthquake, earth movement, volcanic explosion, lava flow, landslide, flood, rain, snow, sand, sleet or dust. However, this does not include loss to items in the covered trailer caused by rain, snow, sand, sleet or dust unless the covered trailer is first damaged by a direct, accidental force, creating an opening through which the rain, snow, sand, sleet or dust enters;
- 4. riot or civil commotion;
- 5. vandalism, except when caused by, or at the direction of, **you** or a **relative**;
- 6. aircraft or missiles;
- 7. objects falling on the **covered trailer**;
- 8. sudden impact caused by an animal;
- 9. any **loss** to **personal effects** or **non-owned personal effects**, if caused by a **loss** to the **covered trailer** for which Comprehensive Coverage or Collision Coverage is provided under Part IV Damage To A Vehicle; or
- 10. theft of personal effects or non-owned personal effects.

# Exclusions - Read the following exclusions carefully. If an exclusion applies, coverage will not be provided under this trailer contents coverage.

Coverage under this Trailer Contents Coverage does not apply for **loss**:

- 1. caused by birds, vermin, rodents, insects or other animals. However, this exclusion does not apply when a bird or other animal causes a **loss** by collision or sudden impact;
- 2. for diminution of value;
- 3. that is confined to scorching, marring, scratching or breakage that is not a result of a **covered loss**;
- 4. caused by an intentional act of **you** or a **relative** or at the direction of **you** or a **relative**;
- 5. sustained while the **covered trailer** is being used to carry persons or property for compensation or a fee, including, but not limited to, delivery of magazines, newspapers, food, or any other products;
- 6. arising out of or related to a **business**. This exclusion does not apply to **personal effects** transported, stored, or carried in a **covered trailer** if **you** have paid the additional premium for artisan use. However, no coverage will be provided if a **business** is being conducted in **your covered trailer**;
- 7. resulting in, arising out of or related to any of the following:
  - a. consequential damages;
  - b. the cost of recreating any records or documentation; or
  - c. **business** interruption;
- 8. that is due and confined to:
  - a. wear and tear;
  - b. prior loss or damage;
  - c. manufacturing defects;
  - d. improper or lack of routine maintenance, or failure to perform maintenance as prescribed by the manufacturer;
  - e. contamination or pollutants, including, but not limited to, any:
    - (i) solid, liquid, gaseous, bacterial, organic, or thermal irritant or contaminant;
    - (ii) smoke, vapor, soot, or fumes;
    - (iii) acids, alkalis, chemicals, or metals, including, but not limited to, lead or any material containing lead;
    - (iv) poisons:
    - (v) sewage or waste, including materials to be recycled, reconditioned or reclaimed;
    - (vi) substances, including, but not limited to, asbestos or any material containing asbestos;
    - (vii) odors; or

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(viii) compounds;

even if now or previously recognized as having a safe or useful purpose. This includes residential, recreational, work-site, and commercial pollution or contamination;

- f. freezing
- g. gradual accumulation of snow or ice;
- h. scorching, marring, scratching, or breakage of property. However, this exclusion does not apply to scorching, marring, scratching or breakage caused by malicious mischief, vandalism, riot, civil commotion, fire, or lightning, or other **covered loss**; or
- i. mechanical or electrical breakdown or failure.

This exclusion does not apply if the **loss** results from theft;

- 9. caused directly or indirectly by any of the following:
  - a. mold, mildew or fungus, including any type or form of:
    - (i) decomposing or disintegrating organic material or microorganism;
    - (ii) organic surface growth on moist, damp, or decaying matter;
    - (iii) yeast or spore-bearing plant-like organism; or
    - (iv) spores, scents, toxins, bacteria, viruses, or any other by-products produced or released by any mold, mildew, fungus, or other microbes;
  - b. water leakage or seepage unless occurring contemporaneously with, and due to, a covered loss;
  - c. wet or dry rot;
  - d. rust or corrosion;
  - e. dampness of atmosphere or extremes of temperature; or
  - f. deterioration;

regardless of any other cause or event contributing concurrently or in any sequence to the loss; or

10. caused by the order of any governmental or civil authority to destroy, confiscate or seize any property otherwise covered under this Trailers Contents Coverage because **you** or any **relative** engaged in illegal activities.

# **Limits Of Liability**

- 1. Payments for **loss** covered under this Trailer Contents Coverage:
  - a. are subject to a deductible, as shown on the **Declarations Page**, that shall apply to each **loss**. However, no deductible shall apply under this Trailers Contents Coverage if **you** have incurred a deductible under Part IV Damage To A Vehicle for the **trailer** in the same **loss**; and
  - b. shall be reduced by the property's salvage value if **we** allow **you** to retain the salvage.
- 2. The aggregate limit of liability for **loss** to **personal effects** will be the lowest of:
  - a. the amount shown on the **Declarations Page** for Trailer Contents Coverage;
  - b. the cost of repairing the item or items;
  - c. the cost of replacing the item or items;
  - d. \$500 per item; or
  - e. the applicable group limit set forth below.
- 3. Subject to the aggregate limit of liability shown on the **Declarations Page** for Trailer Contents Coverage, **we** will pay no more than \$1,000 for **loss** to any group of **personal effects** from the following groups:
  - a. travel tickets, passports, and manuscripts;
  - b. coin collections and equipment, and stamp collections and collecting supplies;
  - c. trading cards, sports memorabilia, comic books, and other collectibles;
  - d. all cameras and equipment used with cameras:
  - e. jewelry, watches, gems, precious and semiprecious stones, art, heirlooms, antiques and furs (including any article containing fur which represents its principal value); or
  - f. non-motorized recreational equipment, firearms, firearm related equipment, ammunition and fishing, golf and skiing equipment.

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- 4. Subject to the aggregate limit of liability shown on the **Declarations Page** for Trailer Contents Coverage, **we** will pay no more than \$3,000 for **loss** to any group of **personal effects** from the following groups:
  - a. electronic data processing system equipment, including, but not limited to, personal computers, monitors, printers, word processors, data media used for personal purposes and the recording or storage media used with that equipment;
  - b. devices or instruments for the transmitting, recording, receiving or reproduction of sound or pictures that are not permanently installed in the **covered trailer**, including accessories and antennas, tapes, wires, records, disks or other media for use with any such device or instrument;
  - c. silverware, silver-plated ware, gold-plated ware, fine china, crystal, and pewterware including, but not limited to, flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter; or
  - d. tools.
- 5. Subject to the limit of liability shown on the **Declarations Page** for Trailer Contents Coverage, for **loss** to **non-owned personal effects, we** will pay the lesser of:
  - a. the aggregate of \$500 per loss to non-owned personal effects;
  - b. the cost of repairing the item or items; or
  - c. the cost of replacing the item or items.
- 6. Subject to all other applicable Limits of Liability, **our** limit of liability for **loss** to part of a pair or set, series of objects, pieces or panels is the lowest of:
  - a. the cost to repair or replace the part that restores the set to its appearance and function before the **loss**;
  - b. the difference between the actual cash value of the set before the **loss** and after the **loss**; or
  - c. the cost of a substitute part that reasonably matches the rest of the set.

**We** have no obligation to replace the entire set if only part is lost or damaged.

7. No one will be entitled to duplicate payment for the same elements of **loss**.

### **Payment Of Loss**

At **our** expense, **we** may return any recovered stolen property to **you** or to the address shown on the **Declarations Page**, with payment for any damage resulting from the theft. **We** may keep all or part of the property at the agreed or appraised value. **We** may settle any **loss** with **you** or the **owner** or lien holder of the property. **We** may make payment for a partial **loss** covered under this Trailer Contents Coverage directly to the repair facility with **your** consent.

### No Benefit To Bailee

Coverage under this Trailer Contents Coverage will not directly or indirectly benefit any carrier or other bailee for hire.

### **Appraisal**

If **we** cannot agree with **you** on the amount of a **loss**, then the amount of **loss** may be determined by independent appraisal if **we** and **you** agree. If **we** and **you** agree to an independent appraisal of the **loss**, each party shall appoint a competent and impartial appraiser. The appraisers will determine the amount of **loss**. If they fail to agree, the disagreement will be submitted to a qualified and impartial umpire chosen by the appraisers. If the two appraisers are unable to agree upon an umpire within fifteen (15) days, **we** or **you** may request that a judge of a court of record, in the county where you reside, select an umpire. The appraisers and umpire will determine the amount of **loss**. The amount of **loss** agreed to by both appraisers, or by one appraiser and the umpire, will be binding. **You** will pay **your** appraiser's fees and expenses. **We** will pay **our** appraiser's fees and expenses. Payment of the umpire and all other expenses of the appraisal will be shared equally between **us** and **you**. Neither **we** nor **you** waive any rights under this policy by agreeing to an appraisal.

All other terms, limits and provisions of this policy remain unchanged.