**MONOLINE WINE COVERAGE ENDORSEMENT NEW JERSEY**

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

It is hereby agreed and understood that:

**SECTION I – DEFINITIONS**, Valuable Article(s), is deleted in its entirety and replaced with:

**Valuable Articles** refers to the **wine** you own or possess for which an amount of coverage is shown on the Declarations Page.

**SECTION I – DEFINITIONS, Collectibles** and **Fine Arts** definitions are deleted in their entirety.

**SECTION I – DEFINITIONS** is amended to include the following:

**Business** means a part-time or full-time trade, occupation or profession, including farming or ranching.

**Earthquake** means the shaking or trembling of the **earth** that is volcanic or tectonic in origin. **Earthquake** includes land shock waves or tremors before, during or after a volcanic eruption. One or more **earthquake** shocks that occur within a 72-hour period shall be considered one

**earthquake.** Losses resulting from **earthquake** outside each 72-hour period shall be adjusted as separate losses with deductibles. **Earthquake** does not mean the sinking, rising, shifting, expanding or contracting of earth, whether combined with water or not.

**Flood** means:

A general and temporary condition of partial or complete inundation of normally dry land area from:

a. Overflow of inland or tidal waters;

b. Unusual and rapid accumulation or runoff of surface waters from any source;

c. **Mudflow**; or d. Tsunami.

All flooding in a continuous or protracted event will constitute a single **flood**.

**Fungi** means any type or form of fungus, including but not limited to all forms of mold or mildew, and any mycotoxins, spores, scents, vapors, gas or substance, including any by-products, produced or released by **fungi**.

**Landslide** means the rapid movement of a mass of soil downslope along a curved or planar failure surface, without deformation of the soil structure.

**Mudflow** means a river of liquid and flowing mud occurring on level or near-level surfaces of normally dry land areas that have not been affected by **landslide**, as when earth is carried by a current of water. Other earth movements, such as **landslide**, slope failure, or a saturated soil mass moving by liquidity down a slope, are not **mudflows**.

**Hail** means precipitation in the form of round or irregular shaped pellets of ice of any size or quantity whether driven by wind or not.

**Hurricane** means a **hurricane** named by the National Weather Service or its successor from which sustained **hurricane** force winds of 74 miles per hour or greater have been measured in New Jersey by the National Weather Service (regardless of whether the sustained **hurricane** force winds reach the risk insured under the policy.)

**Market Value** refers to the amount for which the **wine** could be expected to be replaced with one of reasonable similarity.

**Neglect** means the failure of you or any **family member** to use all reasonable means to save and preserve your **wine** at and after the time of loss.

**Windstorm** means wind, wind gusts, tornadoes, and/or cyclones.

**Wine** means your **wine** collection, which may include distilled spirits of rare or unique value, as scheduled on your Declarations Page.

**SECTION II – COVERAGES, A. Valuable Articles** is deleted in its entirety and replaced with the following:

**A. Valuable Articles**

We cover all risks of direct physical loss or damage to **valuable articles** anywhere in the United States, its territories and Canada, unless stated otherwise in this policy or an exclusion applies.

The amount of coverage for **valuable articles**, and for each scheduled **valuable articles** items, is shown on your Declarations Page. Coverage for your scheduled **valuable articles** items away from the premises listed on your Declarations Page is limited to 25% of the amount of the combined scheduled and blanket coverage limit for **wine** shown on the Declarations Page.

**SECTION II – COVERAGES, B, Extra Coverages, Item 1. Newly Acquired Items** is deleted in its entirety and replaced with the following:

1. **Newly Acquired Items-** We cover your newly acquired **valuable articles**, up to 25% of the combined scheduled and blanket coverage limit for **wine** shown on the Declarations Page. This extra coverage does not increase your total policy limit of coverage for **wine.** For appropriate coverage under this policy, you must request coverage for all newly acquired **valuable articles** within the first ninety (90) days after your acquisition, and pay any additional premium from the date acquired. We reserve the right not to insure the newly acquired **valuable articles** once ninety (90) days after the acquisition of such

items has elapsed.

**SECTION II – COVERAGES, B. Extra Coverages, Item 2. Articles of Others,** is deleted in its entirety.

**SECTION III – PAYMENT OF LOSS**, is amended to include the following:

**D. Wine in Transit**

We will pay up to 25% of the combined scheduled and blanket coverage limit for **wine** shown on the Declarations Page for a covered loss or damage, including breakage, to your **wine**

while in transit or shipment anywhere in the world unless stated otherwise in this policy or another exclusion applies. The most we will pay for all loss or damage to **wine** due to **wine** in

transit during the policy period is 25% of the combined scheduled and blanket coverage limit

shown on the Declarations Page or $100,000, whichever is less.

**E. Loss from Earthquake**

We cover direct physical loss or damage to **wine** caused by **earthquake**. For each claim for loss or damage, including breakage, to your **wine** due to **earthquake** a deductible in the amount of 10% of the combined scheduled and the blanket coverage limit shown on the

Declarations Page will be deducted. This **earthquake** deductible is the amount you will pay

for each covered loss. The most we will pay for loss or damage to your **wine** due to **earthquake** is the combined scheduled and blanket coverage limit shown on the Declarations Page or $250,000, whichever is less. This is the most we will pay for all loss or damage due to **earthquake** during the policy period..

**F. Loss from Hurricane**

We will cover direct physical loss or damage, including breakage, to your **wine** from a

**hurricane**. For each claim for loss or damage to your **wine** due to **hurricane**, a deductible in the amount of 5% of the combined scheduled and blanket coverage limit shown on your Declarations Page will be deducted. The **hurricane** deductible is the amount you will pay for

each covered loss. The most we will pay for loss or damage to your **wine** due to a **hurricane**

is the combined scheduled and blanket coverage limit shown on your Declarations Page. This is the most we will pay for all loss or damage due to **hurricane** during the policy period.

**G. Loss from Windstorm or Hail**

We will cover direct physical loss or damage, including breakage, to your **wine** from a **windstorm** or **hail**. For each claim for loss or damage to your **wine** due to **windstorm** or **hail**, a deductible in the amount of $2,000 will be deducted. The **windstorm** or **hail**

deductible is the amount you will pay for each covered loss. The most we will pay for loss or

damage to your **wine** due to a **windstorm** or **hail** is the combined scheduled and blanket coverage limit shown on your Declarations Page. This is the most we will pay for all loss or damage due to **windstorm** or **hail** during the policy period.

**H. Loss from Flood**

We will cover direct physical loss or damage, including breakage, to your **wine** from a **flood**. For each claim for loss or damage to your **wine** due to **flood**, a deductible in the amount of

10% of the combined scheduled and blanket coverage limit shown on your Declarations Page or $5,000, whichever is greater will be deducted. The most we will pay for loss or damage to

your **wine** due to a **flood** is the combined scheduled and the blanket coverage limit shown on

your Declarations Page or $50,000, whichever is less. This is the most we will pay for all loss or damage due to **flood** during the policy period.

**SECTION IV − EXCLUSIONS, A. Stamps and Coins, B. Collectibles,** and **C. Reparation and**

**Restoration** are deleted in their entirety.

**SECTION IV – EXCLUSIONS** is amended to include the following:

The following exclusions shall apply to claims for **valuable articles** coverage. These exclusions shall apply to all claims for loss or damage regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

**N. Gradual Loss**

We do not cover any loss or damage caused by or resulting from deterioration including wear and tear, warping, marring, scratching, corrosion, rust or smog.

**O. Inherent Vice or Latent Defect**

We do not cover any loss or damage caused by or resulting from inherent vice or latent defect. This includes, but is not limited to, discoloration, cork fly, oxidation and contamination. In addition, we do not cover any loss or damage caused by or resulting from the presence,

growth, proliferation, spread or any activity of **fungi**, wet or dry rot or bacteria.

**P. Consumption**

We do not cover any loss or damage caused by or resulting from consumption.

**Q. Alterations**

We do not cover any loss or damage caused by or resulting from any process of heating, drying, cleaning or dying.

**R. Mysterious Disappearance or Inventory Shortage**

We do not cover any loss or damage caused by or resulting from mysterious disappearance or inventory shortage.

**S. Ullage**

We do not cover any loss or damage caused by or resulting from ordinary leakage or ordinary loss in weight or volume.

**T. Vermin, Rodents and Animals**

We do not cover any loss or damage caused by or resulting from rodents, insects, birds, vermin, reptiles or animals.

**U. Neglect**

We do not cover any loss or damage caused by or resulting from **neglect**.

**V. Conversion**

We do not cover any loss or damage caused by or resulting from theft, pilferage, conversion or any other act or omission of a dishonest character on the part of any entity or person to

whom you deliver or entrust your **wine** to for any purpose whatsoever. Any claim for loss under these circumstances must be made against the bailee or custodian of your **wine** and

not against this policy.

**W. Carriers and Bailees**

We do not cover any loss or damage caused by or resulting from seizure or confiscation of your **wine** by a Carrier or Bailee through a writ of execution ordered by a court of competent jurisdiction as a result of your failure to pay fees or rents due to the Carrier or Bailee.

**X. Packing and Unpacking**

We do not cover any loss or damage caused by or resulting from gross negligence in the packing, unpacking or other handling of your **wine** by you, a **family member** or other person you entrust to pack, unpack or otherwise handle your **wine**.

**Y. Wine in Transit**

We do not cover any loss due to a **wine** in transit. This exclusion does not apply to coverage provided under **SECTION III – PAYMENT OF LOSS, D. Wine in Transit.**

**Z. Loss from Earthquake**

We do not cover any loss due to **earthquake.** This exclusion does not apply to coverage provided under **SECTION III – PAYMENT OF LOSS, E. Loss from Earthquake.**

**AA.Loss from Hurricane**

We do not cover any loss due to **hurricane.** This exclusion does not apply to coverage provided under **SECTION III – PAYMENT OF LOSS, F. Loss from Hurricane.**

**BB.Loss from Windstorm or Hail**

We do not cover any loss due to **windstorm** or **hail.** This exclusion does not apply to coverage provided under **SECTION III – PAYMENT OF LOSS, G. Loss from Windstorm or Hail.**

**CC.Loss from Flood**

We do not cover any loss due to **flood.** This exclusion does not apply to the coverage provided under **SECTION III – PAYMENT OF LOSS, H. Loss from Flood.**

**DD.Business** Property

We do not cover any loss to **business** property.

**SECTION V − GENERAL CONDITIONS**, **M. Your Duties After a Loss**, is amended to include the following:

**6. Proof of Loss** – Send to us within sixty (60) days of our request, our signed sworn proof of loss which sets forth, to the best of your knowledge:

a. The time and cause of loss;

b. The interest of all others in the property;

c. Other insurance which may cover the loss; and d. The dollar amount being claimed as your loss.

**SECTION V − GENERAL CONDITIONS**, **R. Vaulted Jewelry** is deleted in its entirety.