

## RENTERS PROTECTION POLICY

### - GENERAL PROVISIONS -

**GENERAL PROVISIONS** contains the definitions and provisions that apply to this Policy. But **GENERAL PROVISIONS** applies only to the section for which a premium is shown on the Declarations Page.

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#### AGREEMENT

In return for your payment of premium and subject to the terms of this policy, we will provide the insurance described.

The full limit of liability under this policy will be automatically reinstated after a loss.

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#### DEFINITIONS

To help you understand your Policy:

- "We", "us", and "our" mean the company providing this insurance.
- "You" and "your" mean the person named on the Declarations Page. We also mean your spouse when a resident of your household.

In addition, certain words and phrases are defined as follows:

1. **"actual cash value"** means the replacement cost of the property at the time of loss less a deduction for depreciation based on its age and usage.
2. **"bodily injury"** means bodily harm, sickness or disease, including required care, loss of services and death that results.
3. **"business"** includes trade, profession or occupation.
4. **"insured"** means you and residents of your household who are:
  - a. your relatives; or
  - b. other persons under the age of 21 and in the care of any person named above.

Under **PERSONAL LIABILITY**, **"insured"** also means:

- c. with respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in a. or b. above.

A person or organization using or having custody of these animals or watercraft in the course of any **business** or without consent of the owner is not an **insured**;

- d. with respect to any vehicle or conveyance to which this policy applies:
  - (1) persons while engaged in your employ or that of any person included in a. or b. above; or
  - (2) other persons using the vehicle on an **insured location** with your consent.

5. **"insured location"** means:
- a. if your principal place of residence:
    - (1) a one to four family residence; or
    - (2) that part of any other building where you reside;
  - b. the part of other premises, other structures and grounds used by you as another residence;
  - c. any premises used by you in connection with a or b above;
  - d. any part of a premises:
    - (1) not owned by an **insured**; and
    - (2) where an **insured** is temporarily residing;
  - e. vacant land, other than farm land, owned by or rented to an **insured**;
  - f. land owned by or rented to an **insured** on which a one or two family dwelling is being built as a residence for an **insured**;
  - g. individual or family cemetery plots or burial vaults of an **insured**; or
  - h. any part of a premises occasionally rented to an **insured** for other than **business** use.
6. **"property damage"** means physical injury to, destruction of, or loss of use of tangible property.
7. **"residence employee"** means:
- a. an employee of an **insured** whose duties are related to the maintenance or use of the place of residence, including household or domestic services; or
  - b. one who performs similar duties elsewhere not related to the **business** of an **insured**.

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**CONCEALMENT,  
MISREPRESENTATION  
OR FRAUD**

The entire policy is void if, whether before or after a loss, an **insured**:

- a. intentionally conceals or misrepresents any material fact or circumstance; or
- b. makes false statements or engages in fraudulent conduct,

relating to this insurance.

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**LIBERALIZATION  
CLAUSE**

If we adopt any revision which would broaden the coverage under this policy without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

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**WAIVER OR  
POLICY CHANGES**

No waiver or change to the coverages stated in this policy may be made except by us, in writing. Our request for an appraisal or examination will not waive any of our rights.

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**CONFORMITY TO  
STATUTE**

Terms of this policy in conflict with written laws of the state in which the policy is issued are changed to conform to such laws.

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**ASSIGNMENT**

Assignment of this policy will not be valid unless we give our written consent.

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**RECOVERY FROM  
OTHERS**

- a. You must assign to us your rights of recovery against persons causing damage or loss to your property for which a claim is paid. You need only assign to us the amount of the claim paid.
  - b. If an assignment is sought, you must sign and deliver all related papers and cooperate with us.
  - c. **Recovery From Others** does not apply to **Medical Payments to Others** or to **Damage to Property of Others** under **PERSONAL LIABILITY** when it is a part of the Policy.
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**POLICY PERIOD**

This policy applies only to loss which occurs during the policy period.

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**CANCELLATION AND  
NON-RENEWAL**

**Cancellation.**

- a. You may cancel this policy at any time. But the effective date of cancellation cannot be earlier than the date of your request.
- b. We may cancel this policy by notifying you in writing at least 30 days before the date cancellation takes effect. This cancellation notice will be mailed to you at your last known mailing address. Proof of mailing will be sufficient proof of notice.
- c. When this policy is cancelled, the pro rata premium for the period from the date of cancellation to the expiration date will be refunded.
- d. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.
- e. When you have not paid your premium, we may cancel at any time by mailing to your last known address written notice at least 10 days before the date cancellation takes effect.

**Non-Renewal.**

We may elect not to renew this policy. We may do so by mailing to you at your last known mailing address, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

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## DEATH

If the person named on the Declarations Page or the spouse, if a resident of the same household, dies:

- a. we insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the policy at the time of death;
- b. **insured** includes:
  - (1) any member of your household who is an **insured** at the time of your death; and
  - (2) with respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.