

RENTERS PROTECTION POLICY

- SPECIAL PERSONAL PROPERTY WITH REPLACEMENT COST -

PERSONAL PROPERTY describes the coverage you have in case of loss to your household goods and other personal property.

PERSONAL PROPERTY is not complete without **Parts One** and **Two** and **GENERAL PROVISIONS**, and is not in effect unless a premium is shown for it on the Declarations Page.

PROPERTY COVERED

Subject to the **PROPERTY NOT COVERED** provisions of this policy, we cover all personal property, anywhere in the world, owned by:

any **insured**;

someone else when it is at your residence or in your custody.

DEDUCTIBLE

All covered losses are subject to the deductible shown on the Declarations Page, except where otherwise stated in this policy.

DOLLAR LIMITS ON SOME PROPERTY

The dollar limit shown below for each group is the most we will pay for a loss to one or more items in that group:

1. \$3,000 For motorized golf carts and their equipment and accessories. But if, at the time of loss, there is an automobile policy covering physical loss to golf carts, then this policy does not apply to those golf carts and their equipment and accessories.
2. \$2,500 For theft, misplacing or losing of silverware, silver-plated ware, goldware, gold-plated ware and pewterware.
3. (a) \$2,500 For **business** property at your residence.
(b) \$250 For **business** property away from your residence.
4. \$2,000 For theft, misplacing or losing of firearms and their equipment and accessories.
5. \$1,000 For theft, misplacing or losing of jewelry, watches, furs and precious and semi-precious stones.
6. \$1,000 For securities, accounts, deeds, evidences of debt, personal records, letters of credit, notes other than bank notes, manuscripts, passports, airline or other transportation tickets, stamps including postage stamps, and other philatelic property.

This limit applies to these categories regardless of the medium.

This limit includes the cost to research, replace or restore the information from the lost or damaged material.
7. \$1,000 For trailers not used with watercraft.
8. \$1,000 For watercraft including their trailers, their attached equipment and accessories, and outboard motors.
9. \$1,000 For breakage of fine arts. Fine arts are defined as:
paintings;
etchings;
pictures;
tapestries,

and other bona fide works of creative art of rarity, historic value or artistic merit, such as:

statuary, marbles, bronzes, or figurines;
valuable rugs;
antique furniture;
antique silver;
rare books;
porcelains or rare glass, or
bric-a-brac.

10. \$200

For money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum, coins and medals.

PROPERTY NOT COVERED

The following are not covered by this policy:

1. Property separately described and specifically insured in whole or in part by another policy.
2. Aircraft and parts. Aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo.
3. Animals, birds or fish.
4. Building materials and supplies for construction, reconstruction or remodeling of a building or structure.
5. **Business** data including such data stored in:
 - a. books of account, drawings or other paper records, or
 - b. electronic data processing tapes, wires, records, discs or other software media.

But we will cover the cost of blank recording or storage media, and of pre-recorded computer programs available on the retail market. The most we will pay is the limit of liability for **business** property.

6. Food stamps, gasoline coupons, and tokens.
7. Motor vehicles or all other motorized land conveyances. This includes:
 - a. equipment and accessories; or
 - b. any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures which is operated by power from the electrical system of motor vehicles or all other motorized land conveyances, including:
 - (1) accessories or antennas; or
 - (2) tapes, wires, records, discs or other media for use with any such device or instrument;

while in or upon the vehicle or conveyance.

We do cover vehicles or conveyances not subject to motor vehicle registration which are:

- a. used to service an **insured's** residence; or
- b. designed for assisting the handicapped;

We also cover motorized golf carts and their equipment and accessories, subject to the DOLLAR LIMIT ON SOME PROPERTY.

8. Property in the custody of a government mail or private mail or package delivery service.

9. Property rented to others or held for rental except property you leave in your permanent residence when you temporarily rent the residence. And then, money, securities, jewelry, watches, gems, precious or semi-precious stones, and articles of gold, silver or platinum are not covered. Nor is any loss to your covered property if caused by your tenant, his employee(s) or a member of his household.
10. Property of roomers, boarders, tenants or other residents. This exclusion does not apply to property of those related to an insured or to property of a **residence employee**.

There are other specific circumstances and conditions where the policy restricts or excludes coverage. These are described under **CAUSES OF LOSS NOT COVERED**, where applicable.

CAUSES OF LOSS COVERED

We insure against risks of direct loss to covered property but only if that loss is a physical loss to the property. But we do not insure loss excluded in **CAUSES OF LOSS NOT COVERED**.

CAUSES OF LOSS NOT COVERED

We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

1. War.
Undeclared war.
Civil war.
Insurrection.
Rebellion.
Revolution.
Warlike act by a military force or military personnel.
Destruction, seizure or use for a military purpose.

Nor is any consequence of these covered.

Discharge of a nuclear weapon will be deemed a warlike act, even if accidental.

2. Nuclear reaction, radiation or radioactive contamination. All whether controlled or uncontrolled, however caused.
Nor is any consequence of these covered. Loss caused by these shall not be considered loss caused by fire, explosion, or smoke. But we do cover direct loss by fire resulting from nuclear reaction, nuclear radiation, or radioactive contamination.
3. Neglect of an **insured** to use all reasonable means to save and preserve the property at and after the time of loss.
4. Intentional loss, meaning any loss arising out of any act committed:
 - a. by or at the direction of an **insured**; and
 - b. with the intent to cause a loss.
5. Power failure, meaning the failure of power or other utility service if the failure takes place off your premises. But if a covered loss ensues on your premises, we will cover only that ensuing loss.
6. Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This exclusion applies only while your place of residence is unoccupied, unless you have used reasonable care to:
 - (a) maintain heat in the building; or
 - (b) shut off the water supply and drain the system and appliances of water;

7. Water damage, caused by gradual seepage of water through building or basement walls, roofs, windows, doors, foundations or floors.

Direct loss by fire, explosion or theft resulting from water damage is covered.

8. a. Wear and tear, marring, scratching, deterioration or depreciation;
b. inherent vice, latent defect, mechanical breakdown;
c. smog, rust, corrosion, mold, mildew, wet or dry rot;
d. smoke from agricultural smudging or industrial operations;
e. release, discharge or dispersal of contaminants or pollutants;
f. birds, vermin, rodents, insects or domestic animals.

If any of these cause water damage not otherwise excluded, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover loss caused by the water to include the cost of tearing out and replacing any part of a building necessary to repair the system or appliance.

We do not cover loss to the system or appliance from which this water escaped.

Under items 6 through 8, any ensuing loss that is not excluded is covered.

9. Dampness of atmosphere or extremes of temperature unless the direct cause of loss is rain, snow, sleet or hail.
10. Refinishing, renovating or repairing of property other than watches, jewelry and furs.
11. Collision, other than collision with a land vehicle, sinking, swamping or stranding of watercraft, including their trailers, furnishings, equipment and outboard motors.
12. Destruction, confiscation or seizure by order of any government or public authority.

We do not insure for loss caused directly or indirectly by any of the following. . . .

13. a. When your property is in transit or storage, meaning in the custody of a public carrier or storage facility under a bill of lading, a mover's contract, baggage check, or other form of shipping or storage document:
 - (1) Damage or breakage incurred while loading or unloading.
 - (2) Delay during shipment.
 - (3) Insufficient packing or address.
 - (4) Breakage. But there is coverage for breakage caused by the stranding, sinking, overturning, crashing, ditching, derailment, burning or collision of a public conveyance.

Exclusion 7 does not apply.

- b. Breakage, misplacing or losing. Stranding, sinking, overturning, crashing, ditching, derailment, burning or collision of a public conveyance
 - when any part of your property is already in transit or storage - that is, in the custody of a public carrier or storage facility under a bill of lading, a mover's contract, baggage check, or other form of shipping or storage document - at the time the policy becomes effective.
14. Breakage of:
 - a. eyeglasses, contact lenses, glassware and similar fragile articles other than jewelry, watches, cameras and photographic lenses;
 - b. statuary, marbles, figurines, bric-a-brac, rare glass, porcelains and similar articles except those defined as fine arts in DOLLAR LIMITS ON SOME PROPERTY;

But there is coverage for breakage of the property by or resulting from:

- (1) fire, lightning, windstorm, hail;
- (2) smoke, other than smoke from agricultural smudging or industrial operations;
- (3) explosion, riot, civil commotion;
- (4) aircraft, vehicles, vandalism and malicious mischief, earthquake;
- (5) collapse of a building or any part of a building,
- (6) water that is not otherwise excluded,
- (7) theft or attempted theft, or
- (8) sudden and accidental tearing apart, cracking, burning or bulging of:
 - (a) a steam or hot water heating system;
 - (b) an air conditioning or automatic fire protective sprinkler system; or
 - (c) an appliance for heating water;

THE FOLLOWING ARE ADDITIONAL COVERAGES.

FOOD SPOILAGE

We will pay you up to \$500 for loss caused by power failure to the contents of a freezer or a refrigerator that is at your residence. Item 5 under **CAUSES OF LOSS NOT COVERED** does not apply to Food Spoilage.

This coverage does not change the amount shown on the Declarations Page for **PERSONAL PROPERTY**.

No deductible applies to this coverage.

LOCK REPLACEMENT

When the residence door keys are stolen in a covered theft loss, we will pay the cost to:

- a. change the combination in the lock cylinder of the door locks as needed; or
- b. change the lock hardware of the doors as needed.

The limit of liability for **LOCK REPLACEMENT** is \$250.

This coverage does not change the amount shown on the Declarations Page for **PERSONAL PROPERTY**.

No deductible applies to this coverage.

LOSS OF USE

LOSS OF USE as described below has no limit.

1. If a covered loss to covered property or to the building containing the property makes the place where you reside not fit to live in, we cover, at your choice, either of the following:

- a. **Additional Living Expense** - meaning any necessary increase in living expenses incurred by you to maintain your normal standard of living; or
- b. **Fair Rental Value** - meaning the fair rental value of that part of the place where you reside less any expenses that do not continue while the premises is not fit to live in.

However, if this residence is not your principal place of residence, we will not provide this option.

The amount we pay under a. or b. will be for the shorter of:

- the period of time reasonably required to repair or replace the damage, or
- the period of time needed to permanently settle your household in new quarters.

2. If a covered loss makes that part of your place of residence rented to others or held for rental by you not fit to live in, we cover the:

Fair Rental Value - meaning the fair rental value of that part of your residence rented to others or held for rental by you, less any expenses that do not continue while it is not fit to live in.

We will pay for the shortest time reasonably required to repair or replace that part of your premises rented or held for rental.

3. If a civil authority prohibits you from use of the place where you reside as a result of direct damage to neighboring premises by a covered cause of loss, we cover the **Additional Living Expense** or **Fair Rental Value** loss as provided under 1 and 2 above, for no more than two weeks.

The limit for this coverage is in addition to the amount shown on the Declarations Page for **PERSONAL PROPERTY**.

4. If a power failure that occurs away from your premises makes your premises not fit to live in, we will cover the **Additional Living Expense** or **Fair Rental Value** as defined in 1, above.

This coverage starts 48 hours after your residence premises becomes not fit to live in. It will not be more than 7 days in duration.

The periods of time under 1, 2, 3, and 4 above are not limited by expiration of the policy.

We do not cover loss or expense due to cancellation of a lease or agreement.

No deductible applies to this coverage.

**BUILDING
ADDITIONS AND
ALTERATIONS**

We cover damage from a covered loss to building improvements or installations made or acquired at your expense to that part of the residence used exclusively by you. The most we will pay is 10% of the amount for **PERSONAL PROPERTY** as shown on the Declarations Page.

This limit is in addition to the amount shown on the Declarations Page for **PERSONAL PROPERTY**.

**CREDIT CARD,
FUND TRANSFER
CARD, FORGERY
AND
COUNTERFEIT
MONEY**

We will pay up to \$1,000 for:

1. an **insured's** legal duty to pay because of the theft or unauthorized use of credit cards issued to or registered in an **insured's** name.
2. loss resulting from theft or unauthorized use of a fund transfer card used for deposit, withdrawal or transfer of funds, issued to or registered in an **insured's** name.
3. loss to an **insured** caused by forgery or alteration of any check or negotiable instrument; and
4. loss to an **insured** through acceptance in good faith of counterfeit United States or Canadian paper currency.

We do not cover use of a credit card or fund transfer card:

1. by a resident of your household;
2. by a person who has been entrusted with either type of card; or
3. if an **insured** has not complied with all terms and conditions under which the cards are issued.

All loss resulting from a series of acts committed by any one person or in which any one person is concerned or implicated is considered to be one loss.

We do not cover loss arising when the cards are used for **business**. Nor do we cover loss caused by dishonesty of anyone whose property is insured by this policy.

LEGAL DEFENSE

1. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to defend a claim or suit ends when the amount we pay, offer or tender to a court for the loss equals the limit of liability for this coverage.
2. If a claim is made or a suit is brought against an **insured** for liability under the **CREDIT CARD** or **FUND TRANSFER CARD** coverage, we will provide a defense at our expense by counsel of our choice.
3. We have the option to defend at our expense an **insured's** bank against any suit for the enforcement of payment under the **FORGERY** coverage.
4. You must cooperate with us and provide us with any aid we require in settling a claim under this coverage.

No deductible applies to this coverage.

This coverage is additional insurance.

FIRE DEPARTMENT SERVICE CHARGE

We will pay up to \$500 for fire department charges you must pay when the fire department is called to save or protect covered property. The loss must result from one of the covered losses and you must have assumed the charges by contract or by agreement.

No deductible applies to this coverage.

This coverage is additional insurance.

GENERAL AVERAGE AND SALVAGE CHARGES

When covered property is in transit or storage, we will pay your share of general average and salvage charges.

These charges do not change the amount shown on the Declarations Page for **PERSONAL PROPERTY**.

No deductible applies to this coverage.

REASONABLE REPAIRS

We will pay the reasonable cost incurred by you for needed repairs made solely to protect covered property from further damage from a covered loss.

This coverage does not change the limit of liability that applies to the damaged property.

PROPERTY REMOVED

We cover your property against direct loss from any cause while being removed from a premises endangered by a covered loss and for no more than 30 days while removed.

This coverage does not change the limit of liability that applies to the property being removed.

DEBRIS REMOVAL

We will pay the reasonable cost incurred by you to remove:

- a. debris of covered property if the loss is from a covered loss; or
- b. ash, dust or particles from a volcanic eruption that causes direct loss to covered property.

If the amount we must pay for the actual damage to your property plus the cost to remove the debris is more than the limit of liability for the damaged property, an additional 5% of that limit is available for debris removal expense.

This coverage does not change the limit of liability that applies to the damaged property.

PERSONAL PROPERTY CONDITIONS

INSURABLE INTEREST

Even if more than one person has an insurable interest in the property covered, our coverage in any one loss will be the lesser of:

- a. the amount of an **insured's** interest at the time of loss; or
- b. the applicable limit of liability.

DUTIES AFTER LOSS

If there is an accident or incident that may be covered by this policy you must do the following:

1. In the case of a loss by theft, vandalism, or malicious mischief, immediately notify the police or military authority, whichever has jurisdiction over the location where the loss occurred. Immediately notify the credit card or fund transfer card company in case of loss under **CREDIT CARD** or **FUND TRANSFER CARD** coverage.
2. Protect the property from further damage.
3. Contact us as soon as possible and tell us as much as you can about the loss. Give us the price and date of purchase, actual cash value and a complete description of the article(s) involved.
4. Submit a proof of loss when required by us.
5. Send us receipts, appraisals or other proof of ownership or value. Tell us if there is a lien on the property, and who holds it. You must tell us if there is other insurance on the property.
6. If required by us, you must show us the property and answer our questions under oath about the loss or damage.
7. You must tell us about the loss within 91 days after the loss is discovered. Unless you are reasonably prevented from doing this, your claim will not be accepted.

SUIT AGAINST US

There is a time limit for bringing legal action against us concerning this policy. It must be filed within two years after the loss occurs. You must also comply with all policy provisions.

LOSS SETTLEMENT

We will pay the full cost of repair or replacement, subject to all policy provisions. No deduction will be made for depreciation.

The value of the covered property is not agreed upon, but will be set at the time of loss or damage.

1. It is our option to:
 - a. replace, or pay you our cost to replace the property with new property of like kind and quality, without deduction for depreciation, or
 - b. pay you the cost to repair or restore the property to the condition it was in just before the loss.
2. The following property is not eligible for replacement cost loss settlement:
 - items of rarity or antiquity that cannot be replaced;
 - articles whose age or history contributes substantially to their value. These include but are not limited to, memorabilia, souvenirs and collectors' items;
 - motorized golf carts and their equipment and accessories.

On losses to these items it is our option to:

- a. pay you the **actual cash value**; or
 - b. replace or to pay you our cost to replace the property with property of like kind, quality and condition; or
 - c. pay you the cost to repair or restore the property to the condition it was in just before the loss.
3. We will not pay more than the limit of liability shown on the Declarations Page for **PERSONAL PROPERTY**. Nor more than any other limits stated in the policy.
4. When the cost to repair or replace an item is more than \$500, no more than **actual cash value** will be paid until repair or replacement is completed.
- You may make a claim for loss on an actual cash value basis and then make claim within 180 days after the loss for any additional liability.
5. We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:
- a. we reach an agreement with you; or
 - b. there is an entry of a final judgment; or
 - c. there is a filing of an appraisal award with us.
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PAIRS AND SETS

In case of loss of an article which is part of a pair or set, we will consider the importance of the article in settling your claim fairly and reasonably.

We will not pay you for the loss of the entire pair or set because of the partial loss.

RECOVERED PROPERTY

If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. Your choice will be to have the property returned to or retained by you or it will become our property.

If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.

ABANDONMENT

You may not abandon property to us for any reason.

APPRAISAL

1. If you and we do not agree on the amount of loss, either party can demand that the amount of the loss be determined by appraisal.
2. If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand.

The two appraisers will then select a competent, impartial umpire. If the two appraisers are not able to agree upon an umpire within 15 days, you or we can ask a judge of a court of record in the state where the property is located to select an umpire.

3. The appraisers will then set the amount of the loss. If they submit a written report of any agreement to us, the amount agreed upon will be the amount of the loss. If they fail to agree within a reasonable time, they will submit their differences to the umpire.

Written agreement signed by any two of these three will set the amount of the loss. Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by you and us.

**PROPERTY HELD
BY OTHERS**

We will not recognize any assignment to nor will we provide any coverage for the benefit of anyone holding, storing or transporting your property for a fee.

OTHER INSURANCE

1. If, at the time of loss:
 - a. there is trip transit coverage in force, or
 - b. there is coverage provided under our Personal Computer Endorsement, then this policy will apply only when that coverage has been exhausted.
 2. If there is insurance other than described above, payment under this policy will be prorated on the basis of the total amount of insurance applying to the loss.
 3. Under **LOSS OF USE** the following applies to **Additional Living Expense**:

We will share payment equally up to the limit of liability for similar coverage provided by other insurance. Expense in excess of the limit in any other insurance will be covered by this policy.
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