

Renters Policy Contract

AGREEMENT

We will provide the insurance described in this policy, including the Declarations and any attached endorsements. In return you will pay the premium and comply with all policy conditions.

DEFINITIONS

In this policy, "you" and "your" mean:

1. the "named insured" shown in the Declarations; and
2. the spouse of the named insured, if a resident of the same household. The term spouse includes:
 - a. the civil partner of the named insured, provided such civil union was obtained in a state where a civil union is legally recognized; or
 - b. the domestic partner of the named insured, provided such domestic partner is in a continuing spouse-like relationship with the named insured for the purpose of a domestic life. Both persons must be 18 years of age or older and may not be related to each other by blood. Neither may be married to another person, or be a domestic partner or partner by civil union of any other person.

"We," "us" and "our" refer to the insurer named in the Declarations and any agent or representative thereof. The words in bold type are defined as follows:

1. **Actual cash value** — the reasonable replacement cost at time of loss less deduction for depreciation. We may depreciate all replacement costs.

2. **Annual aggregate limit** – means the total amount we will pay for all **occurrences** which happen in each policy term, regardless of the total number of **occurrences**.
3. **Bodily injury** – bodily harm, sickness or disease, including care, loss of services and death resulting from that injury.
4. **Business** – any full or part-time employment, trade, profession or occupation of an economic nature. It does not matter whether it is continuous or is a supplemental source of income or is an **insured's** principal means of livelihood. Profit and profit motive are irrelevant. **Business** does not include volunteer activities for a not-for-profit organization or public agency for which no money is received other than payment of expenses. **Business** does not include incidental and infrequent personal economic activity such as a garage or yard sale or any other activity for which no **insured** receives more than \$1,000 in total compensation for the 12 months before the beginning of the policy period.
5. **Insured** – you and the following **persons** if permanent residents of your household:
 - a. your relatives;
 - b. anyone under the age of 21 and who is in your care or the care of any person described in 5.a.; and
 - c. a student enrolled in school full time, as defined by the school, who was a permanent resident of your household before moving out to attend school, provided the student is under the age of:
 - (1) 24 and your relative; or
 - (2) 21 and who is in your care or the care of any person described in 5.a.

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In Section II – Liability, **insured** also means:

- d. any person or organization legally responsible for watercraft owned by you and covered by this policy. Any person or organization using or having custody of these watercraft in the course of any **business** or without permission of the owner is not an **insured**.
6. **Insured location:**
- a. the **residence premises**;
 - b. any premises you use in connection with the premises described in 6.a.;
 - c. that part of a premises not owned by any **insured** but where an **insured** is temporarily residing; or
 - d. that part of a premises occasionally rented to any **insured** for non-**business** use.
7. **Motor vehicle:**
- a. any self-propelled vehicle or machine, designed for movement on land or in water;
 - b. parts, furnishings or accessories attached to or located in any vehicle or machine described in 7.a.; and
 - c. any trailer or semi-trailer which is being carried on, towed by, or hitched for towing by a vehicle or machine described in 7.a..
8. **Occurrence** — in Section II – Liability:
- a. an accident which first occurs during the policy period and which results in **bodily injury** or **property damage** during the policy period. Repeated or continuous exposure to the same general harmful conditions is considered to be one **occurrence**; or
 - b. the commission of an offense which is first committed during the policy period and which results in **personal injury**. A series of similar or related offenses is considered to be one **occurrence**.
9. **Personal injury** – in Section II — Liability: injury, other than **bodily injury**, to a person other than an **insured** which occurs during the policy period, and which arises out of one or more of the following offenses:
- a. false arrest, detention or imprisonment;
 - b. malicious prosecution;
 - c. the wrongful eviction from, wrongful entry into, or physical invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - e. oral or written publication of material that violates a person's right of privacy.
10. **Property damage** – in Section II — Liability: direct, distinct and demonstrable physical injury to, destruction or loss of use of tangible property.
11. **Residence premises:** the dwelling and separate structures where you reside or that part of any other building where you reside. In Section II — Liability, **residence premises** includes the grounds on which the dwelling and separate structures are located.

SECTION I — PERSONAL PROPERTY COVERAGE

COVERED PROPERTY

We cover tangible personal property owned or used by an **insured** while it is anywhere in the world, unless otherwise stated.

We cover the class of property shown in the Declarations only if an amount of insurance and premium is shown for that property.

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This policy includes Blanket Coverage in the amount of \$1,000. Blanket Coverage applies to all personal property owned by an **insured**. The most we will pay for all claims of property damage to covered property made in a single policy period pursuant to this section is \$1,000.

PROPERTY NOT COVERED

We do not cover:

1. any animals or creatures, unless you have elected Pet Coverage.
2. **motor vehicles**. However, we do cover a motorized assisted living device to assist the disabled.
3. aircraft or self-propelled missiles, including drones for personal use.
4. property of an **insured** which is rented or is available for rent to others when it is away from the **residence premises**.
5. property of roommates, boarders and other tenants not related to an **insured**.
6. any property which is illegal for an **insured** to possess under federal or state law.
7. water, electricity or gas.
8. money; cashiers' checks; currency or any type of currency proxy; bank notes; medals; coins; bullion; and precious metals. This includes collections of all such property in any form.
9. **business** personal property.

ADDITIONAL COVERAGES

Bed Bug Remediation Coverage.

1. For this coverage only:
 - a. **Bed bug** means a parasitic insect of the Cimex family;
 - b. **Bed bug infestation** means the presence of **bed bugs** in an **insured location**, which has been confirmed by a licensed pest control professional.
2. In the event of a **bed bug infestation**, we will reimburse up to \$500 per policy period for the cost to inspect and remediate for **bed bugs**.

You must present a receipt from a licensed pest control professional.

3. We do not cover:
 - a. ongoing or routine remediation of any **insured location**;
 - b. any Section II — Liability claims for **bed bug infestations**; or
 - c. costs to treat infestations of any other insect, animal, or pest.

PERILS INSURED AGAINST

We insure accidental direct physical loss or damage to the covered property.

EXCLUSIONS

Uninsured Types of Loss or Damage

We do not insure loss or damage consisting of any of the following, whether the damage arises naturally or otherwise:

1. Wear and tear, marring, scratching or deterioration.
2. Rust or corrosion, latent defect, inherent vice or any quality in property that causes it to damage or destroy itself.
3. Mechanical Breakdown or failure. We do cover direct loss by fire or explosion when it ensues and then we will pay only for the ensuing loss.
4. Loss to guns or firearms caused by explosion of gun barrels or fouling.
5. Loss to fine arts or jewelry, if either are covered, caused by any repairing, restoration or retouching process.
6. Delay, loss of use, loss of market or any other consequential loss.
7. Loss caused by dampness, extreme temperatures, spotting, discoloration, molding or rotting unless the loss is the result of fire, lightning, windstorm, hail, collision, upset or overturn of conveying vehicle, strikes, riots, civil commotion, vandalism and malicious mischief or theft.
8. Loss caused by computer programming or instructions to the computer. This includes loss

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caused by virus, harmful code or similar instruction designed to damage or destroy any part of the system or disrupt its normal operation, however caused.

9. Damage to the physical appearance of the covered property that does not hinder or impede the normal operational function of the covered property such as scratches, abrasions, changes in color or texture or finish.
10. Loss caused by breakage, impairment, corruption or failure of personal property, unless caused by fire or lightning.

If any uninsured loss or damage occurs in combination with or in sequence to insured loss or damage, the uninsured loss or damage is not covered. If the insured loss or damage and uninsured loss or damage cannot be physically segregated from each other for any reason, then none of the loss or damage will be insured by this policy.

Excluded Causes of Loss or Damage

We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause contributing concurrently or in sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

1. **Neglect or Lack of Maintenance or Failure to Make Repairs.** Lack of maintenance includes a failure to undertake any maintenance.
2. **Destructive Acts.** We do not insure loss or damage which directly or indirectly arises out of any destructive act directed against civilian, military or governmental personnel or property by any domestic, or foreign person(s), organization(s), entity or entities, government or any quasi-governmental body. This exclusion applies to acts of war, undeclared war, civil war, terrorism, insurrection, seizure,

rebellion and revolution and any direct or indirect consequence thereof. This exclusion applies whether the loss or damage is sustained by property not intended or expected.

3. Nuclear Hazard.

4. Intentional Acts.

We do not insure loss or damage which arises out of an intentional act by or at the direction of any **insured**. This includes any intentional act or intentional failure to act by any **insured**, where resulting injury or damage would be an objectively probable consequence, even if not subjectively intended or expected by any **insured**. This exclusion applies whether or not:

- a. the injury or damage is sustained by persons or property not intended or expected by any **insured**; or
- b. the injury or damage is different or greater or of a different quality than that intended or expected.

In the event of such loss, no **insured** is entitled to coverage, even an **insured** who did not commit the intentional act causing the loss.

5. Governmental Action.

- a. This exclusion applies to the confiscation, seizure, quarantine, condemnation, destruction or other deprivation, of or injury to any property covered by this policy by any governmental authority or order of governmental authority ("Action").
- b. However, we do insure direct, physical loss or damage of your property caused by any such Action:
 - (1) taken at the time of a fire to prevent its spread, if the fire would be otherwise covered in this policy; or
 - (2) if, subject to the Destructive Acts Exclusion, the Action is incidental to policing activity of a governmental

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authority, which results from the activities of a person who is not an **insured**, or who is not a tenant, roommate, roomer, live-in or boarder.

6. Mysterious Disappearance.

This is an unexplained loss of property. It includes loss of or misplacing property.

PERSONAL PROPERTY CONDITIONS

1. Limits of Insurance.

The applicable limits of insurance in this policy are the most we will pay for covered loss or damage. You are responsible for selecting the limits of insurance.

2. Insurable Interest.

If more than one person has an insurable interest in the covered property, the most we will pay is an amount equal to the **insured's** interest.

3. Duties After Loss.

In case of covered loss or damage to property, we have no duty to provide coverage under this policy unless the following duties are performed by the **insured** seeking coverage:

- a. give written notice to us as soon as possible. In case of theft, you must also immediately notify the police;
- b. protect the covered property from further damage in accordance with section 4. Emergency Services;
- c. cooperate with our investigation of the loss or damage;
- d. as often as we reasonably require:
 - (1) show us the damaged property, which may include providing us access to the **residence premises**;
 - (2) provide us with records and documents we may request, and permit us to make copies;

- (3) submit to examinations under oath at such times and places as we reasonably designate, separately and apart from any other person defined as you or **insured** and sign a transcript of the examination; and

- e. send us within 30 days after our request, your signed, sworn statement showing:
 - (1) Items damaged, destroyed, lost or stolen;
 - (2) date, time, location and cause of loss or damage;
 - (3) interest of all **insureds** and all others in the property involved, including any legal claims against the property; and
 - (4) other insurance and any warranty, service or maintenance contract which may cover the loss or damage;

4. Emergency Services.

If your covered property sustains covered loss or damage, you must make any reasonable and necessary emergency repairs to mitigate the loss and protect your covered property from further damage. We will reimburse the necessary, reasonable costs you incur for such emergency services, subject to the applicable limit of insurance.

If you undertake Emergency Services, you must give us prompt notice and show us the damaged property so that we may determine the types and causes of loss or damage.

5. How We Settle Covered Loss.

Unless Contents Replacement Cost Coverage applies as shown in the Declarations, covered loss or damage to personal property will be settled for no more than the lesser of the following:

- a. **actual cash value**;
- b. fair market value;

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- c. any limit of insurance in this policy that applies to the property; or
- d. the reasonable and necessary amount actually spent to replace lost property or to repair or replace damage to the damaged part of the property.

The Section I — Personal Property limit of insurance is the most we will pay regardless of the number of items of personal property which are involved in a loss event.

6. Deductible Clause.

We only pay for loss or damage when a covered loss exceeds the deductible amount applicable to the property unless stated otherwise in this policy. The deductible(s) applies separately to each loss or damage event.

7. Loss or Damage to a Pair or Set.

We may elect to:

- a. pay for the repair or replacement of any part of the pair or set to restore it to its value before the loss or damage; or
- b. pay the difference between the **actual cash value** of the property before and after the loss or damage.

Loss or damage to a part does not mean a total loss or damage of the pair or set.

8. Appraisal.

If you and we fail to agree on the amount of loss, either party may demand an appraisal in writing. In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree on an umpire within 15 days, you or we may, after notice of hearing to the non-requesting party by certified mail, request that the choice be made by a judge of a district court in the county where the loss occurred.

The appraisers will separately set the amount of loss. If the appraisers submit a report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

Each party will:

- a. pay its own appraiser; and
- b. bear the other expenses of the appraisal and umpire equally.

Coverage determinations and other interpretations of this policy may not be made under this provision.

9. Suit Against Us.

No suit or other action can be brought against us, unless there has been full compliance with all the terms of this policy and the action is brought within 1 year after the date of the loss.

10. Loss Adjustment and Payment.

At our option, we may adjust all losses with you and shall affirm or deny liability on claims within a reasonable time. We may pay you unless another payee is named in the policy, in which case we will pay as interests appear. We will pay within 60 days after:

- a. we reach agreement with you;
- b. a final judgment; or
- c. an appraisal award.

Payment tendered by us of the appraisal award, or any part of the award, within the time required in this policy precludes any claim by you which may directly or indirectly arise from the failure of you and us to agree as to the **actual cash value**.

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11. Abandoned Property and Our Option.

We need not accept property abandoned by an **insured**. At our sole discretion, we may repair or replace any part of the damaged property with material or property of like kind and quality. We will give you written notice of our intention within 30 days after receipt of your signed sworn statement of loss.

12. No Benefit to Bailee.

We will not recognize any assignment or grant any coverage to any person or organization holding, storing, moving or caring for property for a fee.

13. Salvage.

We have salvage rights to damaged property for which we pay loss benefits. We have the right to all or part of the property which may be recovered, including property substituted by others to conceal the loss.

SECTION II — LIABILITY COVERAGE

We will insure you for the coverages as described below except as otherwise shown in the Declarations.

Personal Liability Coverage

We will pay those damages which an **insured** becomes legally obligated to pay because of **bodily injury** or **property damage** resulting from an **occurrence**.

At our expense and with attorneys of our choice, we will defend an **insured** against any suit seeking damages covered by this Personal Liability Coverage. Our obligation to defend a suit seeking covered damages ends once we have paid the applicable limit of insurance. We may investigate and settle any claim or suit seeking damages as we deem appropriate.

Medical Payments To Others

We will pay reasonable medical expenses for necessary medical services furnished to a covered person for treatment of **bodily injury**, which are provided within 3 years from the date of an **occurrence**. A reasonable medical expense means the usual and customary expense for the necessary medical services. Necessary medical services are limited to necessary medical, surgical, dental, x-ray, ambulance, hospital, professional nursing and funeral services. Necessary medical services do not include treatment, services, products or procedures that are experimental in nature, or not commonly and customarily recognized throughout the medical profession and within the United States as appropriate for the treatment of **bodily injury**.

Covered person means:

1. a person on the **insured location** with permission of an **insured**; or
2. a person off the **insured location** if the **bodily injury** is:
 - a. the result of a condition on the **insured location** or the adjoining ways; or
 - b. caused by the activities of an **insured**.

This coverage does not apply to:

1. persons injured as a result of their intentional acts;
2. any **insured** or any person regularly residing on an **insured location**; or
3. any person eligible to receive benefits provided or mandated under any workers' compensation, occupational disease or non-occupational disability law.

Payment for this coverage is not an admission of liability by any **insured** or us.

Personal Injury Coverage

We will pay those damages which an **insured** becomes legally obligated to pay because of **personal injury** resulting from an **occurrence** to which this coverage applies.

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At our expense and with attorneys of our choice, we will defend an **insured** against any suit seeking damages covered as **personal injury**. Our obligation to defend a suit seeking these damages ends once we have paid the applicable limit of insurance. We may investigate and settle any claim or suit seeking damages as we deem appropriate.

Additional Coverages

Unless otherwise stated, in addition to the limits of insurance we pay the following:

1. **Claim Expenses.** We pay:
 - a. all costs we incur in the settlement of a claim or defense of a suit with attorneys of our choice;
 - b. premiums on bonds required in a suit we defend, but not for bond amounts greater than the Section II — Personal Liability limit of insurance. We are not obligated to apply for or furnish a bond;
 - c. reasonable expenses incurred by an **insured** at our request to help us investigate or defend a claim or suit which includes loss of earnings (but not other income) of up to \$250 per day; and
 - d. interest after entry of judgment, but only on that portion of damages covered by this policy and which does not exceed the applicable limits of insurance. We will only be responsible for interest that accrues on such damages until we pay, have given written offer to pay or have deposited the damages with a court.
2. **Damage to Property of Others.** At your request, we pay up to \$500 per **occurrence** for **property damage** to property of others caused by an **insured**. Coverage applies even when an **insured** is not legally liable for the damage.

EXCLUSIONS

Personal Liability, Medical Payments to Others and **Personal Injury Coverage**, if covered by this policy, are subject to the following exclusions:

1. **Any Insured or Other Residents of Any Insured's Household.**
We do not cover **bodily injury** or **personal injury** to any **insured** or any resident of any **insured's** household.
2. **Owned Property.**
We do not cover **property damage** to property owned by any **insured** or any other resident of any **insured's** household. This includes expenses and costs incurred by any **insured** or others to repair, replace, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an **insured location**.
3. **Non-owned Property.**
We do not cover **property damage** to non-owned property occupied by, used by, or in the care of any **insured** or any other resident of any **insured's** household, except as provided in **Additional Coverages**, item 2. We do cover an **insured's** liability for **property damage** to such non-owned property if arising out of fire or smoke.
4. **Other Locations.**
We do not cover **bodily injury** or **personal injury** arising from or in connection with a location, other than an **insured location**, which is:
 - a. owned by any **insured**;
 - b. rented to any **insured**; or
 - c. rented to others by any **insured**.
5. **Business and/or Professional Services**
We do not cover **bodily injury, property damage** or **personal injury** which arises from or in connection with any past or present **business**

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engaged in by any **insured** or conducted from any **insured location**. We do not cover **bodily injury, property damage** or **personal injury** which arises from or in connection with the rendering or failure to render **business** or professional services. This exclusion does not include the rental or holding for rental of that part of the **residence premises** not occupied by any **insured**.

6. **Workers Compensation.**

We do not cover **bodily injury** to any person eligible to receive benefits required to be provided or which may voluntarily be provided by an **insured** under any workers' compensation, occupational disease or non-occupational disability law.

7. **Contracts.**

We do not cover **bodily injury, property damage** or **personal injury** which arises from or in connection with a contract or agreement entered into by an **insured**. We do not cover **bodily injury, property damage** or **personal injury** which arises from or in connection with liability assumed by or imposed upon any **insured** under any contract or agreement, whether **business** or non-**business** and whether that of a third party.

8. **Aircraft, Motor Vehicles, or Watercraft.**

We do not cover **bodily injury, property damage** or **personal injury** which arises from or in connection with the ownership, maintenance, operation, use, occupancy, loading or unloading, moving or movement, entry or exit, entrustment or negligent supervision by any **insured** of any:

- a. aircraft;
- b. **motor vehicle**; or

However, this exclusion does not apply to:

- (1) a motorized golf cart not subject to **motor vehicle** registration while on the **residence premises** or on the golf

course and being used for golfing purposes;

- (2) lawn, garden or farm equipment principally used on the **residence premises**;
- (3) recreational vehicles not subject to **motor vehicle** registration while used on the **residence premises**;
- (4) any watercraft, camper, home or utility trailer not being towed or carried on a **motor vehicle**; or
- (5) a motorized assisted living device designed to assist the disabled.

c. watercraft which:

- (1) has more than a 50 horsepower inboard or outdrive motor power;
- (2) is powered by one or more outboard motors with more than 25 total horsepower;
- (3) is a sailing vessel, with or without auxiliary power, 26 feet or more in length;
- (4) uses a powered water jet pump as the primary source of propulsion; or
- (5) uses an air cushion to hover over water surfaces.

This subsection c. does not apply to any watercraft while stored on the **residence premises**.

9. **Animals.**

We do not cover **bodily injury** or **property damage** caused by an animal owned by or in the care, custody or control of an **insured** or a guest of an **insured**, or in the care, custody or control of any other occupant or a guest of any other occupant of the **residence premises**.

This exclusion does not apply to service dogs trained to assist those with a disability.

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10. Intentional Acts.

We do not cover **bodily injury, property damage or personal injury** which arises out of an intentional act by or at the direction of any **insured**. This includes any intentional act or intentional failure to act by any **insured**, where resulting injury or damage would be an objectively probable consequence, even if not subjectively intended or expected by any **insured**. This exclusion applies whether or not:

- a. the injury or damage is sustained by persons or property not intended or expected by any **insured**; or
- b. the injury or damage is different or greater or of a different quality than that intended or expected.

For purposes of this exclusion, a plea of guilty, no contest, or true in a criminal proceeding, which involves the same acts which are the basis of a claim for damages against any **insured**, shall conclusively bar any **bodily injury, property damage or personal injury** which arises from such acts.

11. Punitive or Exemplary Damages, Fines, Penalties or Attorney's Fees.

We do not cover punitive or exemplary damages. We also do not cover the cost of defense, including attorney fees, related to any such damages. This exclusion does not apply to cost of defense for claims involving both compensatory and punitive damages.

12. Illegal or Controlled Substances.

We do not cover **bodily injury, property damage or personal injury** which arises from or in connection with the use, sale, manufacture, distribution, delivery, transfer or possession of any substance which is illegal or is a controlled substance under either federal or state law.

13. Communicable Diseases.

We do not cover **bodily injury** arising out of the actual, alleged or threatened transmission of a communicable disease or illness by an **insured**.

14. Molestation, Abuse or Corporal Punishment.

We do not cover **bodily injury, property damage or personal injury** which arises from or in connection with any actual, alleged, or threatened molestation, abuse or corporal punishment of any person by anyone.

For purposes of this exclusion, a plea of guilty, no contest, or true in a criminal proceeding, which involves the same acts which are the basis of a claim for damages against any **insured** or any other person, shall conclusively bar any **bodily injury, property damage or personal injury** which arises from such acts.

15. Fungus, Noxious Substance, Nuclear Substance, Pathogen or Pollutant.

We do not cover **bodily injury, property damage or personal injury** which arises from or in connection with the actual, alleged or threatened discharge, dispersal, release or migration, whether directly or indirectly, of any fungus, noxious substance, nuclear substance, pathogen or pollutant, whether combined with, or caused by water.

This includes:

- a. a request, order or requirement to test for, monitor, abate, mitigate, remediate, contain, remove, dispose of, or in any way respond to or assess the effects of any fungus, noxious substance, nuclear substance, pathogen or pollutant;
- b. any supervision, instruction, disclosure, failure to disclose, recommendation, warning or advice given or which allegedly should have been given, in connection with

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any fungus, noxious substance, nuclear substance, pathogen or pollutant;

- c. all costs, expenses or damages arising out of any order, claim, suit or threat of liability by or on behalf of a governmental authority or any other person or entity for injury, damages or injunctive relief because of or arising out of contamination or for remediation; or
- d. sums an **insured** is required to expend in equity for or relief from **bodily injury, property damage** or **personal injury**.

We do cover **bodily injury, property damage, or personal injury** caused by heat, smoke or fumes from a hostile fire.

For purposes of this exclusion, noxious substance means any hazardous, toxic, or contaminating substance which may cause or result in harm to the environment or any living thing, or any other property. Noxious substances include any substance listed as a hazardous substance by any government agency or body, other than commonly available products in quantities normally found in a residence and used for common residential purposes.

16. **Destructive Acts.**

We do not cover **bodily injury, property damage** or **personal injury** which, directly or indirectly, arises from or in connection with any destructive act directed against civilians, or military or governmental personnel or property by any domestic or foreign person(s), organization(s), entity or entities, government or any quasi-governmental body. This exclusion applies to acts of war, undeclared war, civil war, insurrection, rebellion and revolution, and includes any direct or indirect consequence thereof. This exclusion applies whether the loss or damage is sustained by persons or property not intended or expected.

17. **Nuclear Energy Liability Insurance**

We do not cover **bodily injury** or **property damage** when any **insured** is covered under any nuclear energy liability policy. This exclusion applies even if the limits of that policy have been exhausted.

LIABILITY CONDITIONS

1. **Limits of Insurance.**

- a. The stated limit for Personal Liability is the **annual aggregate limit**. This includes payments for **personal injury**.
- b. The stated limit for Medical Payments to Others is the most we will pay in Medical Payments to Others for all necessary medical services for **bodily injury** to any one person for any one **occurrence**. These payments are part of and subject to the Personal Liability limit.

2. **Separate Insurance.**

This liability coverage applies separately to each **insured**. This condition will not increase our **annual aggregate limit** of insurance. However, exclusions in this liability coverage as applied to any one **insured** may limit or exclude coverage as to all **insureds**.

3. **Duties After Loss.**

In case of an **occurrence**, we have no duty to provide coverage under this policy if the following duties are not performed by an **insured**:

- a. give written notice to us as soon as possible which states:
 - (1) the policy number, your name and the name of the **insured** against whom the claim is made;
 - (2) the time, place and circumstances of the **occurrence** or claimed **personal injury**; and

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- (3) names and addresses of claimants and witnesses;
 - b. cooperate with us in the investigation, settlement or defense of any claim or suit;
 - c. immediately send us any notice, demand or legal papers received relating to the **occurrence** or accident;
 - d. cooperate and assist us and not do anything to inhibit or release any right of contribution, recovery or indemnity against any person or organization who may be liable to an **insured** for activities related to a claim or suit;
 - e. as reasonably requested, attend hearings and trials concerning the suit;
 - f. submit to examinations under oath at such times and places as we reasonably designate, separately and apart from any other person defined as you or **insured** and sign a transcript of the examination;
 - g. no **insured** will, except at that **insured's** own cost, voluntarily make any payment, assume any obligation or incur any expense; and
 - h. for Damage to Property of Others, send us a sworn statement of loss within 90 days of the loss and show us or provide us with access to the damaged property if it is within an **insured's** control.
4. **Duties of an Injured Person — Medical Payments to Others.**
- The injured person or someone acting on behalf of the injured person must give us written proof of claim as soon as possible, under oath if required.
5. **Suit Against Us.**
- No action can be brought against us unless there has been full compliance with the terms and conditions of this policy. No one has any right to join us as a party to any action against an insured. We may not be sued in Personal Liability until the obligation of an insured has

been determined by final judgment or by agreement signed by us. In Medical Payments to Others, no action can be brought until 30 days after the required proofs of claim have been filed with us.

6. **Bankruptcy of an Insured.**

Bankruptcy or insolvency of an **insured** or of an **insured's** estate will not relieve us of our duties in this policy.

GENERAL CONDITIONS — APPLYING TO THE ENTIRE POLICY

1. **Entire Contract — Waiver or Change of Policy Provisions.**

This policy, including the Declarations and any endorsements, include all the agreements between you and us relating to this insurance. No waiver or change of a provision of this policy can be made except by endorsement issued by us.

Our request for an appraisal or examination under oath will not waive any of our rights.

2. **Policy Period.**

This policy applies only to covered loss or damage in Section I and to **bodily injury, property damage** or **personal injury** which occurs during the policy period stated in the Declarations.

3. **Joint Obligations.**

The terms of this policy are joint obligations of all persons defined as an **insured**. This means that the acts and failures to act of any **insured** will be binding upon any other **insured**.

4. **Misrepresentation, Concealment or Fraud.**

- 1. We do not provide coverage to any **insured** who has, at any time and relating to this insurance:

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- (1) intentionally concealed, omitted or misrepresented any material fact or circumstance;
- (2) engaged in fraudulent conduct; or
- (3) made false statements.
- b. If we make any payments pursuant to this policy and we later apply this condition, you must indemnify us for all payments made.

5. Liberalization Clause.

If we make a change which broadens coverage in this edition of our policy, without an additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period.

This clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

- 1. a subsequent edition of this policy; or
- 2. an amendatory endorsement.

6. Other Insurance.

This insurance is excess over any other valid and collectible insurance.

If any applicable insurance other than this policy is issued to you by us or any other member company of the Farmers Insurance Group of Companies®, the total amount payable among all such policies shall not exceed the stated limit or other limit of insurance of the single policy providing the highest limits of insurance.

7. Cancellation.

- a. The named insured may cancel this policy at any time by letting us know of the date cancellation is to take effect.
- b. We may cancel this policy only for the reasons stated below by letting you know in writing, pursuant to the Policy Notices condition, of the date the cancellation takes effect:
 - (1) When this policy has been in effect for less than 45 days and is not a renewal with us, we may cancel the policy for any reason, by letting you know at least 10 days before the date cancellation takes effect.
 - (2) When this policy has been in effect for 45 days or more, or at any time if it is a renewal with us, we may cancel for one or more of the following reasons, in which case we will notify you at least 10 days before the date cancellation takes effect:
 - i. Nonpayment of premium;
 - ii. Discovery of fraud or material misrepresentation in the procurement of this policy or with respect to any claims submitted thereunder;
 - iii. Discovery of willful or reckless acts or omissions on the part of the named insured which increase any hazard insured against;
 - iv. Change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;
 - v. Violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which

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substantially increases any hazard insured against;

- vi. Determination by the Commissioner that the continuation of the policy would violate the insurance laws of this state;
- vii. Conviction of the named **insured** of a crime having as one of its necessary elements an act increasing any hazard insured against; or
- viii. Any other underwriting reason allowed by law.

- c. If there is any refund of premium due, we will tender it within a reasonable time after the date cancellation takes place subject to state law. The return premium will be calculated pro rata; however, if the named insured initiates cancellation within one month of purchase, no refund will be made.

8. **Renewal and Refusal to Renew.**

This policy will automatically terminate at the end of the policy period if you do not accept our offer to renew it. Failure to pay the required renewal premium, including if the premium remittance is not honored, means that you have declined our offer.

We may elect not to renew this policy by letting you know in writing, pursuant to the Policy Notices condition, at least 30 days before the expiration date of this policy.

9. **Assignment and Death.**

Any interest you may have in this policy or benefits payable under this policy may not be assigned or transferred to another person without our written consent and is voidable and invalid.

If you should die, we will cover:

- a. an **insured** who is a member of your household at the time of your death, but only while a resident of the **residence premises**;
- b. your legal representative while acting as such, but only with respect to the **residence premises** and property covered by this policy at the time of your death; or
- c. any person having proper temporary custody of your insured property until your legal representative is appointed and qualified.

10. **Subrogation.**

An **insured** may waive in writing, before a loss, all rights of recovery against any person. An **insured** may not waive after a loss any rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us. However, we will be entitled to recovery only after an **insured** has been fully compensated for damages. If an assignment is sought, an **insured** must sign and deliver all related papers and cooperation with us. Subrogation does not apply to Section II — Liability.

11. **Conflict of Terms.**

If there are terms of this policy which conflict with statutes of the state where issued, the terms are amended to conform to such statutes.

12. **Changed Information.**

You agree that if any information we use to rate or underwrite your policy changes, including whether you qualify for discounts, or if that information is determined by you or us to be incorrect or incomplete, or if you live in another location within the state shown in the Declarations, then we may, during the policy period or at renewal, re-underwrite this

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insurance, including adjusting coverage and/or premium.

13. **Additional Benefits and Services.**

At our discretion, we, or a partner organization, may reward you by:

- a. providing you with benefits such as airline miles, memberships, merchandise, points, rewards, special offers, services or other items of value; or
- b. making charitable contributions, donations or gifts on your behalf.

14. **Policy Notices.**

Unless prohibited by law, and subject to your consent, policy notices will be electronically transmitted to you via mobile app, website and/or to the email address shown in the Declarations. If you withdraw your consent to electronic delivery of documents or state law does not allow electronic transmission, policy notices may be delivered to you or mailed to you at the mailing address you specify for receipt of such notices. Proof of mailing or electronic transmission will be sufficient proof of notice. We will also deliver a copy of the notice to any Additional Interest shown in the Declarations.

In witness whereof, the Company named on the Declarations has caused this policy to be signed by an authorized officer of the company.



Authorized Signature

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Technology Coverage

For an added premium, the following coverage is provided.

A. DEFINITION

For purposes of this coverage, **Technology** is:

1. Computers, laptops, tablets or home networking equipment;
2. Drones weighing less than 10 lbs with or without any accessory, equipment or parts attached;
3. Phones;
4. Personal digital assistants with or without cell phone capability;
5. Wearable technology such as fitness trackers, virtual reality equipment and smart jewelry;
6. Electronic readers;
7. Gaming systems; and
8. TVs, digital media players, stereo systems or home theater equipment;

and their related equipment and accessories.

B. COVERAGE

We will pay for covered loss or damage to **Technology** property as set forth in Section I — Perils Insured Against, subject to the policy's terms, limits, exclusions and conditions.

The coverage provided by this form is an exception to Section I — Property, Property Not Covered, item 3. as it pertains to drones.

The following Section I — Exclusions do not apply to this coverage:

- Uninsured Types of Loss or Damage, item 10. Breakage, Impairment, Corruption or Failure of Personal Property, only as to the peril of breakage; and
- Excluded Causes of Loss or Damage, item 6. Mysterious Disappearance.

C. LOSS SETTLEMENT

We will pay up to the limit of insurance shown in the Declarations for this **Technology** Coverage. Payment for covered loss or damage will first be made under your **Technology** Coverage limit. Payment for any excess loss for this category of property may then be made from Blanket coverage.

D. DEDUCTIBLE

For each covered loss, the policy's deductible will be applied. We will apply only one deductible for each covered loss among all types of property.

E. SPECIAL LIMITS

We will pay no more than the single item max limit as shown in the Declarations for any one item covered by this **Technology** Coverage. This limit applies to any excess loss that would be paid by the Blanket coverage in this policy.

This endorsement is part of your policy. All other policy terms and conditions apply.

Furniture and Appliances Coverage

For an added premium, the following coverage is provided.

A. DEFINITION

For purposes of this coverage, **Furniture and Appliances** is:

1. Beds;
2. Chairs and tables;
3. Sofas or couches;
4. Desks;
5. Cookware and dinnerware;
6. Kitchen and laundry appliances;
7. Linens and Bedding;
8. Wall hangings and pictures; and
9. Other furniture;

and their related accessories. These items must be owned by an **insured**.

B. COVERAGE

We will pay for covered loss or damage to **Furniture and Appliances** property as set forth in Section I — Perils Insured Against, subject to the policy's terms, limits, exclusions and conditions.

The following Section I — Exclusions do not apply to this coverage:

- Uninsured Types of Loss or Damage, item 10. Breakage, Impairment, Corruption or Failure of Personal Property, only as it relates to breakage of furniture when moving to a new residence.
- Excluded Causes of Loss or Damage, item 6. Mysterious Disappearance.

C. LOSS SETTLEMENT

We will pay up to the limit of insurance shown in the Declarations for this **Furniture and Appliances** Coverage. Payment for covered loss or damage will first be made under your **Furniture and Appliances** Coverage limit. Payment for any excess loss for this category of property may then be made from Blanket coverage.

D. DEDUCTIBLE

For each covered loss, the policy's deductible will be applied. We will apply only one deductible for each covered loss among all types of property.

This endorsement is part of your policy. All other policy terms and conditions apply.

Fashion and Jewelry Coverage

For an added premium, the following coverage is provided.

A. DEFINITION

For purposes of this coverage, **Fashion and jewelry** is:

1. Handbags or purses;
2. Shoes;
3. Clothes;
4. Sunglasses;
5. Makeup;
6. Watches;
7. Rings;
8. Earrings;
9. Necklaces;
10. Bracelets; and
11. Other articles for personal adornment composed of silver, gold, platinum or other precious metals or alloys, whether or not containing pearls, jewels or precious or semi-precious stones;

and their related accessories.

B. COVERAGE

We will pay for covered loss or damage to **Fashion and Jewelry** property as set forth in Section I — Perils Insured Against, subject to the policy's terms, limits, exclusions and conditions.

The following Section I — Exclusions do not apply to this coverage:

- Uninsured Types of Loss or Damage, item 10. Breakage, Impairment, Corruption or Failure of Personal Property, only as to the peril of breakage; and
- Excluded Causes of Loss or Damage, item 6. Mysterious Disappearance.

C. LOSS SETTLEMENT

We will pay up to the limit of insurance shown in the Declarations for this **Fashion and Jewelry** Coverage. Payment for covered loss or damage will first be made under your **Fashion and Jewelry** Coverage limit. Payment for any excess loss for this category of property may then be made from Blanket coverage.

D. DEDUCTIBLE

For each covered loss, the policy's deductible will be applied. We will apply only one deductible for each covered loss among all types of property.

E. SPECIAL LIMITS

We will pay no more than the single item max limit as shown in the Declarations for any one item covered by this **Fashion and Jewelry** Coverage. This limit applies to any excess loss that would be paid by the Blanket coverage in this policy.

This endorsement is part of your policy. All other policy terms and conditions apply.

Creative and Maker Coverage

For an added premium, the following coverage is provided.

A. DEFINITION

For purposes of this coverage, **Creative and Maker** is:

1. Cameras, lenses, film or recording media, tri-pods and carrying cases;
 2. 3D Printers;
 3. Laser cutters or engravers;
 4. Projection equipment such as movie, overhead, slide, or multi-media projectors;
 5. Portable sound equipment related to the recording, projection, reproduction or operation of motion or still pictures;
 6. Musical instruments and their carrying cases;
 7. DJ Equipment;
 8. Arts and craft supplies, drawing supplies, frames and other materials and supplies; and
 9. Hand or power tools;
- and their related equipment and accessories.

B. COVERAGE

We will pay for covered loss or damage to **Creative and Maker** property as set forth in Section I — Perils Insured Against, subject to the policy's terms, limits, exclusions and conditions.

The following Section I — Exclusions do not apply to this coverage:

- Uninsured Types of Loss or Damage, item 10. Breakage, Impairment, Corruption or Failure of Personal Property, only as to the peril of breakage; and
- Excluded Causes of Loss or Damage, item 6. Mysterious Disappearance.

C. LOSS SETTLEMENT

We will pay up to the limit of insurance shown in the Declarations for this **Creative and Maker** Coverage. Payment for covered loss or damage will first be made under your **Creative and Maker** Coverage limit. Payment for any excess loss for this category of property may then be made from Blanket coverage.

D. DEDUCTIBLE

For each covered loss, the policy's deductible will be applied. We will apply only one deductible for each covered loss among all types of property.

E. SPECIAL LIMITS

We will pay no more than the single item max limit as shown in the Declarations for any one item covered by this **Creative and Maker** Coverage. This limit applies to any excess loss that would be paid by the Blanket coverage in this policy.

This endorsement is part of your policy. All other policy terms and conditions apply.

Active Coverage

For an added premium, the following coverage is provided.

A. DEFINITION

For purposes of this coverage, **Active** is:

1. Non-motorized bicycles;
2. Exercise equipment;
3. Yoga mats;
4. Indoor or outdoor sporting equipment;
5. Camping equipment;
6. Guns and other hunting equipment, excluding assault rifles; and
7. Golf equipment;

and their related equipment and accessories.

B. COVERAGE

We will pay for covered loss or damage to **Active** property as set forth in Section I — Perils Insured Against, subject to the policy's terms, limits, exclusions and conditions.

The following Section I — Exclusions do not apply to this coverage:

- Uninsured Types of Loss or Damage, item 10. Breakage, Impairment, Corruption or Failure of Personal Property, only as to the peril of breakage; and
- Excluded Causes of Loss or Damage, item 6. Mysterious Disappearance.

C. LOSS SETTLEMENT

We will pay up to the limit of insurance shown in the Declarations for this **Active** Coverage. Payment for covered loss or damage will first be made under your **Active** Coverage limit. Payment for any excess loss for this category of property may then be made from Blanket coverage.

D. DEDUCTIBLE

For each covered loss, the policy's deductible will be applied. We will apply only one deductible for each covered loss among all types of property.

E. SPECIAL LIMITS

We will pay no more than the single item max limit as shown in the Declarations for any one item covered by this **Active** Coverage. This limit applies to any excess loss that would be paid by the Blanket coverage in this policy.

This endorsement is part of your policy. All other policy terms and conditions apply.

Collectibles Coverage

For an added premium, the following coverage is provided.

A. DEFINITION

For purposes of this coverage, **Collectibles** is:

1. Artwork;
 2. Fine arts;
 3. Sports memorabilia;
 4. Trading cards;
 5. Toys;
 6. Coins, not including loose change;
 7. Heirlooms;
 8. Antiques;
 9. Stamps;
 10. Records or other types of musical playback media; and
 11. Books;
- and their related accessories.

B. COVERAGE

We will pay for covered loss or damage to **Collectibles** property as set forth in Section I — Perils Insured Against, subject to the policy's terms, limits, exclusions and conditions.

The following Section I — Exclusions do not apply to this coverage:

- Uninsured Types of Loss or Damage, item 10. Breakage, Impairment, Corruption or Failure of Personal Property, only as to the peril of breakage; and
- Excluded Causes of Loss or Damage, item 6. Mysterious Disappearance.

C. LOSS SETTLEMENT

We will pay up to the limit of insurance shown in the Declarations for this **Collectibles** Coverage. Payment for covered loss or

damage will first be made under your **Collectibles** Coverage limit. Payment for any excess loss for this category of property may then be made from Blanket coverage.

D. DEDUCTIBLE

For each covered loss, the policy's deductible will be applied. We will apply only one deductible for each covered loss among all types of property.

E. SPECIAL LIMITS

We will pay no more than the single item max limit as shown in the Declarations for any one item covered by this **Collectibles** Coverage. This limit applies to any excess loss that would be paid by the Blanket coverage in this policy.

This endorsement is part of your policy. All other policy terms and conditions apply.

Pet Parent Coverage

For an added premium, the following coverage is provided.

A. DEFINITION

For purposes of this coverage only, a household pet is a fully-domesticated animal owned by you for personal companionship, such as a dog, cat, reptile, bird or rodent. Household pet does not include:

1. Any type of farm animal; or
2. Any animal commonly kept for food or profit.

B. COVERAGE

1. Section I – Property

In Additional Coverages, the following is added:

We will pay reasonable amounts up to \$500 for the veterinary care, burial, disposal, injury or death of household pets owned or kept by you that are injured or die resulting from any covered loss in Section I – Property that occurs on the **residence premises**. Settlement will be based on the monetary value of the household pets up to a maximum of \$500 in the aggregate for all pets in any covered loss event in Section I – Property.

We will also pay up to \$500 in pet boarding costs if covered loss or damage makes your dwelling unfit to live in. This language is an exception to Section I — Types of Personal Property Not Insured, item a.

2. Section II — Liability

In **Medical Payments To Others**, the definition of Covered person, item 2., is expanded to include:

- c. caused by an animal owned by or in the care of an **insured**.

We will pay up to \$100,000 for **bodily injury** caused by household pets to a person who is not an **insured** that takes place anywhere in the world. This is the most we will pay for all claims of **bodily injury** caused by your household pets in a single policy period.

We will pay for damage to the residence premises caused by household pets, up to \$500 in excess of your security deposit. This language is an exception to the Section II — Exclusion for Animals. This is the most we will pay for all claims of **property damage** caused by household pets in a single policy period.

C. LOSS SETTLEMENT

Section I — Property loss settlement will be based on those limits found in this coverage. We will not depreciate household pets when settling Section I — Property loss or damage.

D. DEDUCTIBLE

We will not apply a deductible to any Section I loss under this coverage.

This endorsement is part of your policy. All other policy terms and conditions apply.

Contents Replacement Cost Coverage

For an added premium, the following coverage is provided.

A. COVERAGE

We will pay no more than the **actual cash value** of the property at the time of loss. However, if you elect this coverage as shown in the Declarations, you may collect an additional amount on a replacement cost basis. Replacement cost is an amount reasonably necessary to repair or replace the damaged or destroyed property without deduction for depreciation. Where this coverage applies, we will pay the least of the following amounts:

1. The replacement cost of that part of the property damaged or destroyed for equivalent manufacture or construction with materials of like kind and quality, determined as of the time of loss;
2. The reasonable amount actually and necessarily spent to repair or replace damage to the property; or
3. Any applicable limit of insurance.

B. PROPERTY INELIGIBLE FOR REPLACEMENT COST COVERAGE

Covered loss or damage to the following types of personal property are not eligible for Contents Replacement Cost Coverage:

1. Property which cannot be replaced;
2. Property not in workable condition at the time of loss or damage;
3. Property, the age or condition of which has rendered it either obsolete or unusable for the purpose for which it was originally intended; or

4. Articles whose age or history contribute substantially to their value.

These classes of personal property will be settled as described in Section I — Conditions, How We Settle Covered Loss, as noted in the policy, unless you have chosen an optional endorsement that covers that class of property.

C. CONDITIONS

1. We may repair or replace damaged or destroyed property with equivalent like kind and quality property.
2. Reasonably necessary replacement costs may be based on discounted pricing we obtain which is made available to you for repair or replacement.

This endorsement is part of your policy. All other policy terms and conditions apply.

Temporary Living Costs Coverage

For an added premium, the following coverage is provided.

A. COVERAGE

We will reimburse you up to the amount of the daily Temporary Living Costs Coverage expense amount shown in the Declarations page for the increase in living expense incurred by you in the event of a covered loss or damage to the dwelling which makes that part of the dwelling where you reside uninhabitable by you. This coverage is for you and any **insured** members of your household at time of the loss event.

Reimbursement for additional living expenses will be for the shortest time reasonably needed to repair or replace the loss or damage to the dwelling, or permanently relocate, but in no event for more than 30 days from the date of the loss or damage.

Damage to a neighboring premises, which would have been covered if it had occurred to the dwelling where you reside and which results in a civil authority prohibiting your use of your residence, is also covered up to the per diem noted above for no more than 30 days from the date that you are prohibited from the use of your residence.

B. LIMITS

We will reimburse up to the amount of the daily Temporary Living Costs shown in the Declarations page for no more than 30 days from the date of the loss or damage per loss event.

No deductible applies to this coverage.

This endorsement is part of your policy. All other policy terms and conditions apply.

Side Hustle Coverage

For an added premium, the following coverage is provided.

A. DEFINITION

For purposes of this coverage only, the definition of **business** is changed to:

Business is any part-time employment, trade, profession or occupation of an economic nature in which named insured is the only employee and for which named insured received between \$1,000 and \$25,000 of total compensation for the 12 months preceding the date of the date of loss or damage. It does not matter whether it is continuous or intermittent in nature.

Business does not include volunteer activities for a not-for-profit organization or public agency for which no money is received other than payment of expenses.

B. COVERAGE

Section I — Personal Property Coverage

COVERED PROPERTY

We cover **business** personal property owned or used by an **insured** while it is anywhere in the world, unless otherwise stated.

PROPERTY NOT COVERED

9. **Business** personal property is deleted.

ADDITIONAL COVERAGES

The following section is added:

Loss of Income. We pay for loss of your **business** income due to covered loss or damage to your **business** personal property. The maximum we will pay under this section is \$500 per week up to four weeks.

Section II — Liability Coverage

We cover **bodily injury, property damage** or **personal injury**, if covered, resulting from an **occurrence** which arises from or in connection with any **business** engaged in by the named **insured**.

ADDITIONAL COVERAGES

The following section is added:

Legal Fees. We pay for reasonable legal expenses you incur as a result of an express or implied contractual liability because you could not perform your **business** services due to covered loss or damage to your **business** personal property. Payment under this section shall not exceed \$10,000.

C. EXCLUSIONS

Section II — Liability Coverage

5. Business and/or Professional Services is deleted as it pertains to the **business** to which this coverage applies.

The following exclusions are added.

We do not cover:

1. Theft of intellectual property;
2. Copyright infringement; or
3. Liability assumed under a **business** contract, with the exception of legal fees as described in Additional Coverages, Legal Fees.

D. LIMITS

The limits for this coverage for both Section I — Personal Property Coverage and Section II — Liability Coverage is shown on the Declarations page.

E. DEDUCTIBLE

For each covered loss, the policy's deductible will be applied. We will apply only one deductible for each covered loss among all types of property.

This endorsement is part of your policy. All other policy terms and conditions apply

Identity Protector Coverage

For an added premium, the following coverage is provided.

A. DEFINITIONS

For purposes of this coverage only, the following are added.

1. **Identity or travel documents** — means tickets for travel and government-issued identification, including passports, birth certificate(s), visas, driver's licenses, state and federal personal identification cards, and social security cards.
2. **Identity fraud** — means the act of knowingly transferring or using, without lawful authority, a means of identification of an **insured** with the intent to commit or aid or abet any illegal activity that constitutes a:
 - a. Violation of federal law;
 - b. Felony under any applicable state or local law; or
 - c. Violation of a state or local law regarding **identity fraud**.
3. **Public records** — means the following public records files, where allowed by applicable state and federal law:
 - a. Personal information such as name, age and social security number;
 - b. Past and current addresses;
 - c. Real property ownership;
 - d. Automobile, watercraft, aircraft and voter registrations;
 - e. Bankruptcies, liens, and judgments;
 - f. Criminal convictions; and
 - g. Driver's and professional licenses.
4. **Resolution services** — means:
 - a. Ordering your credit report;
 - b. Alerting credit reporting agencies;
 - c. Providing credit and **public records** monitoring;
 - d. Preparing documentation and letters; and
 - e. Facilitating **identity or travel documents** replacement.

B. COVERAGE

Identity Fraud Expense Coverage

Reimbursable expenses are:

1. Costs for notarizing fraud affidavits or similar documents;
2. Costs for certified mail to law enforcement agencies, credit bureaus, financial institutions, healthcare providers or merchants or other credit grantors;
3. Lost wages as a result of time taken off from work to:
 - a. Meet with, or talk to, law enforcement agencies, credit agencies, card issuers, healthcare providers or legal counsel;
 - b. Complete fraud affidavits; or
 - c. Attend legal proceedings;up to a maximum payment of \$1,000 per week for a maximum period of four weeks;
4. Loan application fees for re-applying for a loan(s) when the original application is rejected solely because the lender received incorrect credit information;
5. Reasonable attorney fees incurred for:
 - a. Defense of lawsuits brought against the **insured** by merchants, financial institutions, healthcare providers, card issuers or their collection agencies;
 - b. The removal of any criminal or civil judgments wrongly entered against the **insured**;
 - c. Challenging the accuracy or completeness of any information in a consumer credit report;
 - d. Pursuing the release of medical records for the purpose of investigating medical related **identity fraud**, upon exhaustion of the healthcare provider's medical record and personal information request and appeal process;

- e. Contesting wrongfully incurred tax liability; and
 - f. Contesting the wrongful transfer of ownership of an **insured's** tangible property.
6. Costs for daycare and eldercare incurred by an **insured**. This coverage applies if charges incurred are solely as a direct result of **identity fraud**.
7. Reasonable costs for travel and accommodations incurred by the **insured** to:
- a. Participate in the defense of lawsuits brought against the **insured** by financial institutions, healthcare providers, merchants, other credit grantors or their collection agencies;
 - b. Challenge the accuracy or completeness of any information in a consumer credit report;
 - c. Participate in the criminal prosecution of the perpetrators of the **identity fraud**; or
 - d. File in person loss affidavits and civil or criminal complaints with local law enforcement in the jurisdiction in which the **identity fraud** occurred, as required by local law;
- up to a maximum payment of \$1,000 per week for a maximum period of 4 weeks;
8. Fees for the reapplication and reissuance of **identity or travel documents** compromised as a result of **identity fraud**; and
9. Fees charged for copies of medical records obtained solely for the purpose of investigating medical-related **identity fraud**.

Resolution Services

We will provide **resolution services** from a consumer fraud advocate who will assist you in the process of restoring your identity if you experience **identity fraud**.

We reserve the right to change the advocate providing these services at our sole discretion.

We do not warrant that these services will end or solve all problems related to or prevent future **identity fraud**.

C. LIMITS

We will reimburse all **identity fraud** reimbursable expenses up to an annual aggregate limit of \$100,000, regardless of the number of **insureds** or loss events. No deductible applies to this coverage.

Resolution services are provided in addition to your limit of coverage under this section. This service does not pay or reimburse fees, expenses, costs or losses to any **insured**. No deductible applies to this service.

You are limited to a maximum of 12 months of **resolution services**, calculated from the date of your report, for any one **identity fraud**.

D. EXCLUSIONS

This coverage does not apply if the covered loss results from:

- 1. Any **business** engaged in by any **insured**; or
- 2. Any fraudulent, dishonest or criminal act by an **insured**, any person acting in concert with an **insured**, or any authorized representative of an **insured**, regardless of whether any of these act alone or in collusion with others.

This coverage does not apply to types of loss other than **identity fraud** or **resolution services**.

E. CONDITIONS

1. For this coverage to apply:
 - a. The loss must be the direct result of **identity fraud** which first commences during the policy period;
 - b. Any act of or series of acts committed by any person or group of persons is considered to be one loss event, even if a series of acts continues into later policy periods;
 - c. The **identity fraud** must be reported to us within 90 days after the date of discovery; and
 - d. The losses must be incurred within 12 months after the date of discovery.
2. Any **insured** seeking coverage:
 - a. Must cooperate in the investigation and/or resolution of a covered loss and provide receipts or other records that support the **insured's** claim for reimbursement under this coverage;
 - b. Notify the police without delay. As applicable, notify the issuer of the card, credit bureau, credit reporting agency, or credit grantor. Failure to comply with the terms and conditions of the reporting requirements of the grantor of credit will void coverage for any further loss after such failure; and
 - c. Send us within 60 days after our request, your signed, sworn statement showing evidence which states the amount and cause of loss to support your claim.

This endorsement is part of your policy. All other policy terms and conditions apply.