

# Renters Policy

AP1006

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## General

### Insuring Agreement

In reliance on the facts **you** have given **us**, **Allstate** agrees to provide the insurance described in this policy. In return, **you** must pay the premium and comply with the policy terms.

This policy applies only to losses, **bodily injury**, and **property damage** which occur during the policy period, as shown on the Declarations Page. The Declarations Page shows the coverages, premiums and limits of liability. This policy is not complete without the Declarations Page.

### Definitions Used Throughout This Policy

1. **"You"** or **"Your"**—means the policyholder named on the Declarations Page and that policyholder's resident spouse.
2. **"Allstate"**, **"We"**, **"Us"** or **"Our"**—means the company designated on the Declarations Page.
3. **"Insured Person"**—means **you** and, if a resident of **your** household, any relative and any dependent person in **your** care. Unmarried dependent children while temporarily away from home will be considered residents.

Under the **Family Liability Protection** coverage, and the **Guest Medical Protection** coverage, **"Insured Person"** also means:

- a) any person or organization legally responsible for loss caused by animals or watercraft **we** cover which are owned by an **insured person**. **We** will not cover any person or organization using or having custody of animals or watercraft in any **business** or without permission of the owner.
  - b) with respect to the use of any vehicle **we** cover, any person while engaged in the employment of an **insured person**.
4. **"Bodily Injury"**—means bodily injury, sickness or disease, including resulting death, care and loss of services.
  5. **"Business"**—means:
    - a) any full- or part-time trade, profession or occupation and the use of any part of any premises for such purposes; and
    - b) any property rented or held for rental by an **insured person**. However, rental of the **residence premises** isn't considered a **business** when:
      - 1) it is rented occasionally for dwelling purposes;
      - 2) a portion is rented to not more than two roomers or boarders; or
      - 3) a portion is rented as an office, school, studio or private garage.
  6. **"Insured Premises"**—means:
    - a) the **residence premises**;
    - b) Under Section II only:
      - 1) any other **residence premises** described on the Declarations Page;
      - 2) any other **residence premises** acquired by **you** during the premium period;

- 3) any part of a premises not owned by an **insured person** but where an **insured person** is living temporarily;
- 4) cemetery plots or burial vaults owned by an **insured person**;
- 5) vacant land, other than farmland, owned by or rented to an **insured person**;
- 6) land owned by or rented to an **insured person** where a one-, two-, three-, or four-family dwelling is being built as that person's residence.

7. **"Property Damage"**—means physical injury to or destruction of tangible property, including loss of its use.
8. **"Residence Employee"**—means an employee of an **insured person** while performing duties arising out of and in the course of employment in connection with the maintenance or use of the **residence premises**, including similar duties elsewhere, not in connection with the **business** of an **insured person**.
9. **"Residence Premises"**—means that portion of any building used by **you** as a private residence, excluding any portion used for **business** purposes, which is described on the Declarations Page.

## We Make The Following Agreements With You:

### Conformity To State Statutes

When the policy provisions are in conflict with the statutes of the state in which the **residence premises** is located, the provisions are amended to conform to such statutes.

### Coverage Changes

When **Allstate** broadens coverage during the premium period without charge, **you** have the new features if **you** have the coverage. Otherwise, the policy can be changed only by endorsement.

### Policy Transfer

**You** may transfer this policy to another person only with **our** written consent.

### Continued Coverage After A Death

If **you** die, coverage will continue until the end of the premium period for:

1. **Your** legal representative but only with respect to **your** premises and property covered under this policy on the date of **your** death.
2. An **insured person**, and any person having proper temporary custody of **your** property until a qualified legal representative is appointed.

### Cancellation

#### Your Right to Cancel

**You** may cancel this policy by returning it to **us** or by notifying **us** in writing of the future date **you** wish to stop coverage.

#### Our Right to Cancel

**Allstate** may cancel this policy by mailing notice to **you** at the mailing address shown on the Declarations Page.

When this policy has been in effect for less than 90 days, and is not a renewal with **us**, **Allstate** may cancel this policy for any reason by giving **you** at least 10 days notice before the cancellation takes effect.

When this policy has been in effect for 90 days or more, or if it is a renewal policy, **Allstate** may not cancel this policy except for one or more of the following reasons:

1. Non-payment of premium;
2. Conviction of a crime arising out of acts increasing any hazard **we** cover;
3. Discovery of fraud or material misrepresentation;
4. Willful or reckless acts or omissions increasing the hazards **we** agreed to insure as determined from a physical inspection of the **insured premises**; or
5. Physical changes in the covered property which result in the property becoming uninsurable as determined from a physical inspection of the **insured premises**.

**We** will give **you** at least 10 days notice if the cancellation is for non-payment of premium, and at least 30 days notice for either of the other reasons.

Mailing the notice shall be proof of notice and the effective date and hour indicated on the cancellation notice shall be the end of the policy period. **Your** return premium, if any, will be on a pro rata basis and refunded at the time of cancellation or as soon as practical. However, payment of unearned premium is not a condition of cancellation.

**Allstate** has the right not to continue this policy beyond any anniversary of its original effective date. If **we** don't intend to continue the policy, **we** will give **you** at least 30 days notice before the end of the applicable premium period.

### Concealment And Fraud

This policy is void if any **insured person** intentionally conceals or misrepresents any material facts or circumstances, before or after loss.

## Section I—Your Property

### Part 1—Personal Property Protection—Coverage C

#### We Will Cover:

1. Personal property owned or used by an **insured person** anywhere in the world. However, when personal property is usually at a residence, other than the **residence premises**, coverage is limited to 10% of the **Personal Property Protection** coverage. This limitation does not apply to personal property in a newly acquired principal residence for the 30 days immediately after **you** begin to move property there.
2. At **your** option,
  - a. personal property owned by a guest while the property is in a residence **you** occupy; or
  - b. personal property owned by a **residence employee** while the property is in the physical custody of the **residence employee** or in a residence **you** occupy.

#### Personal Property We Do Not Cover:

1. Personal property separately described and specifically insured by this or any other policy.
2. Animals.

3. Motorized land vehicles. **We** do cover those vehicles used to service the **residence premises** which are not licensed for road use.
4. Aircraft and parts.
5. Property of roomers and boarders not related to an **insured person**.
6. Property rented or held for rental to others when not on the **residence premises**.
7. **Business** property away from the **residence premises**.
8. **Business** property used in a **business** activity on the **residence premises**.
9. Property held as samples or for sale or delivery after a sale.
10. Any sound reproducing, recording, transmitting, or receiving system in or upon a motorized land vehicle which can be operated by power from the electrical system of the motorized land vehicle, and any tape or similar item useable with that system.

### Limitations On Certain Personal Property

Limitations apply to the following groups of personal property. These limitations do not increase the amount of insurance under the **Personal Property Protection** coverage. The total amount of coverage for each group in any one loss is as follows:

1. \$ 100 — Money, bullion, banknotes, coins and other numismatic property.
2. \$ 500 — Accounts, bills, deeds, evidences of debt, letters of credit, notes other than banknotes, passports, securities, tickets, or stamps, including philatelic property.
3. \$ 500 — Trailers not used with watercraft.
4. \$ 1,000 — Watercraft, including their trailers, furnishings, equipment and outboard motors.
5. \$ 1,000 — Theft of guns and related accessories.
6. \$ 1,000 — Manuscripts.
7. \$ 1,500 — Theft of jewelry, watches, furs, including any item containing fur which represents its principal value, and precious and semiprecious stones, gold other than goldware, silver other than silverware, and platinum.

### Losses We Cover

**We** will pay for direct loss to the property described in the **Personal Property Protection** coverage, except as limited or excluded in this policy, caused by:

1. Fire or Lightning.
2. Windstorm or Hail.

#### **We** do not cover:

- a) loss to covered property inside a building, caused by rain, snow, sand or dust unless the wind or hail first damages the roof or walls

and the wind forces rain, snow, sand or dust through the opening;  
or

- b) loss to watercraft and their trailers, furnishings, equipment and motors unless inside a fully enclosed building. However, **we** will cover canoes and rowboats on the **residence premises**.

3. Explosion.
4. Riot or Civil Commotion, including direct loss from pillage and looting during and at the site.
5. Aircraft, including self-propelled missiles and spacecraft.
6. Vehicles.
7. Smoke, if the loss is sudden and accidental.

**We** do not cover loss caused by smoke from agricultural smudging or industrial operations.

8. Vandalism and Malicious Mischief.
9. Falling objects.

**We** do not cover loss to personal property inside a building unless the falling object first damages the exterior walls or roof of the building.

10. Weight of ice, snow or sleet which causes damage to personal property in a building, but only if the building is damaged due to the weight of ice, snow or sleet.
11. Collapse of a building or any part of a building, but collapse does not include bulging, cracking, expansion, settling or shrinkage.
12. Sudden and accidental loss from artificially generated electrical currents.

**We** do not cover loss to tubes, transistors or similar electronic components.

13. Sudden and accidental bulging, burning, cracking or rupture of a steam or hot water heating system or appliance.

**We** do not cover loss caused by or resulting from freezing.

14. Water or steam that escapes from an air conditioning, heating or plumbing system or from within a domestic appliance due to:
  - a) accidental leakage or overflow, or
  - b) freezing of the system or appliance.

**We** do not cover loss to the appliance from which the water or steam escapes.

15. Theft, or attempted theft, including loss of property from a known place when it is likely that a theft has occurred. Theft losses must be promptly reported to **us** and to the police.

**We** do not cover:

- a) theft committed by an **insured person**;
- b) theft in or from a dwelling under construction, or of materials and supplies for use in construction, until the dwelling is completed and occupied;

- c) theft of any property while at any other residence owned, rented to or occupied by an **insured person** unless the **insured person** is temporarily residing there;
- d) theft of trailers, campers, watercraft, including furnishings, equipment and outboard motors, away from the **residence premises**.

In addition, **we** do not cover loss from the **residence premise** while the portion of the **residence premises** usually occupied exclusively by an **insured person** is rented to others:

- a) of money, bullion, silver, gold, platinum, numismatic property or banknotes;
- b) of securities, accounts, manuscripts, bills, deeds, evidences of debt, letters of credit, notes other than banknotes, passports, railroad and other tickets or stamps, including philatelic property;
- c) of jewelry, watches, gems, precious and semiprecious stones, silverware, goldware, pewterware, silver-plated ware and gold-plated ware; or furs, including any item containing fur which represents its principal value; or
- d) caused by a tenant, his employees or members of his household while renting the portion of the **residence premises** usually occupied by an **insured person**.

### Exclusions—Losses We Do Not Cover

**We** do not cover loss or damage to the property described in the **Personal Property Protection** coverage resulting directly or indirectly from:

1. Water damage, meaning:
  - a) flood, surface water, waves, tidal water or overflow of any body of water, or spray from any of these, whether or not driven by wind;
  - b) water which backs up through sewers or drains; or
  - c) water below the surface of the ground. This includes water which exerts pressure on, or flows, seeps or leaks through any part of a dwelling, or other structure, sidewalk, driveway, or swimming pool.
 Direct loss that follows water damage and is caused by fire, explosion or theft is covered.
2. Earthquake or other earth movement. Direct loss that follows an earthquake and is caused by fire, explosion, or theft is covered.
3. Enforcement of any ordinance or law regulating the construction, repair or demolition of buildings. **We** will cover loss caused by actions of civil authority to prevent the spread of fire, unless the fire is caused by a loss **we** do not cover.
4. Neglect of an **insured person** to take all reasonable steps to save and preserve property at and after a loss or when the property is endangered by a loss **we** cover.
5. Nuclear action, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these. Loss caused by nuclear action is not considered loss by fire, explosion or smoke. Direct loss by fire resulting from nuclear action is covered.
6. War or warlike acts, including insurrection, rebellion or revolution.

## Part 2—Additional Protection

### 1. Loss Of Use Of Your Residence Premises

- a) **We** will pay the reasonable increase in living expenses necessary to maintain **your** normal standard of living while **you** reside elsewhere, when a loss **we** cover makes **your residence premises** uninhabitable. **We** will pay this reasonable increase in living expenses for the shortest time required to repair or replace using due diligence and dispatch, or for you to permanently relocate, whichever is less. Payment will not exceed nine consecutive months from the time of loss, or 20% of the Coverage C limit of liability, whichever is greater.
- b) **We** will pay **your** loss of fair rental income resulting from a covered loss, less charges and expenses which do not continue while the part of the **residence premises you** rent to others, or hold for rental, is uninhabitable. **We** will pay this loss of fair rental income for the shortest time required to repair or replace the rented part, not to exceed nine consecutive months from the time of loss, or 20% of the Coverage C limit of liability, whichever is greater.
- c) **We** will pay the reasonable and necessary increase in living expenses and the loss of fair rental income for up to two weeks should civil authorities prohibit **you** from occupying **your residence premises** due to a loss at a neighboring premises caused by a peril **we** insure against.

These periods of time are not limited by the termination of this policy.

**We** do not pay for loss or expense due to the cancellation of any lease or agreement.

No deductible applies to this protection.

### 2. Credit Card And Check Forgery

**We** will pay for loss:

- a) that an **insured person** is legally required to pay for the unauthorized use of any credit card issued to or registered in the name of an **insured person**.
- b) caused by forgery or alteration of a check or similar instrument made or drawn upon an **insured person**.

Regardless of the number of instruments involved, **our** maximum limit of liability for any one loss is \$1,000. All loss due to forgery or unauthorized use by any one person or in which that person is concerned is considered one loss.

**We** will not pay for:

- a) loss arising from any **business** of an **insured person**.
- b) loss caused by or at the direction of an **insured person** or any other person who has been entrusted with any credit card.

When loss is discovered, the **insured person** must give **us** immediate written notice. If the loss involves a credit card or charge plate, the **insured person** must also give immediate written notice to the company

that issued the card or plate. Failure to comply with the terms and conditions of the card or plate voids this protection.

**We** will pay only for loss occurring during the policy period, including those losses discovered and reported to **us** within one year after the policy has terminated. **We** have the right to investigate and settle any claim or suit as **we** feel appropriate. Full payment of the amount of insurance for any one loss ends **our** obligation under each claim or suit arising from the loss.

**We** will defend any suit brought against an **insured person** for the enforcement of payment covered under Credit Card protection. The defense will be at **our** expense, with counsel of **our** choice.

**We** have the option to defend an **insured person** or the **insured person's** bank against a suit for the enforcement of payment covered under Check Forgery protection. The defense will be at **our** expense, with counsel of **our** choice.

No deductible applies to this protection.

### 3. Debris Removal

**We** will pay the reasonable cost charged for the necessary removal of the debris of covered property damaged in a loss **we** cover. **We** will also pay for the removal of fallen trees which cause damage to covered property. This protection does not increase the amount of insurance applying to the property being removed.

However, when the amount payable for the property damaged or destroyed equals the amount of coverage available in this policy, **we** will pay up to an additional 5% of that coverage for debris removal expense.

### 4. Emergency Removal Of Property

**We** will pay for covered property damaged in any way while removed from **your** premises because of danger from a loss **we** cover. Protection is limited to a 30-day period from date of removal. This protection does not increase the amount of insurance applying to the property being removed.

### 5. Fire Department Charges

**We** will pay up to \$250 for service charges made by fire departments called to protect **your** property from a loss **we** cover on the **residence premises**. No deductible applies to this protection.

### 6. Necessary Repairs After A Loss

**We** will pay the reasonable expense for necessary repairs to protect covered property from further damage after a loss **we** cover. This protection does not increase the amount of insurance applying to the property being repaired.

### 7. Building Improvements

**We** will pay up to an additional 10% of the amount of insurance under the **Personal Property Protection** coverage for loss to building additions, alterations, installations or fixtures, made at **your** expense, in that portion of the **residence premises** occupied, but not owned, by **you**.

#### 8. **Consequential Loss**

**We** will pay for loss to covered personal property in a building at the **residence premises** due to temperature changes when there is damage to the building caused by a loss **we** cover.

### Part 3—Section I Conditions

#### 1. **Deductible**

**We** will pay only when a covered loss exceeds the deductible shown on the Declarations Page, and then only for the excess amount, unless **we** have otherwise indicated in this policy.

No more than one deductible shall apply to loss by windstorm or hail arising out of one occurrence.

#### 2. **Insurable Interest And Our Liability**

In the event of a loss, **we** will not pay for more than the insurable interest that an **insured person** has in the property covered by this policy, nor more than the amount of coverage afforded by this policy.

#### 3. **What You Must Do After A Loss**

In the event of a loss to property that this insurance may cover, **you** must do the following things:

- a) Promptly give **us** or **our** agent written notice. Report any theft to the police. If the loss involves a credit card or charge plate, written notice must also be given to the company that issued the card or plate;
- b) Protect the property from further loss. This includes making reasonable and necessary repairs to protect it;
- c) Promptly separate the damaged and undamaged personal property, and furnish us with a detailed list of the damaged and undamaged property, showing the quantity, cost, actual cash value and the amount of loss claimed;
- d) Give **us** all original bills, invoices and other vouchers, or certified copies, which **we** may reasonably request and keep an accurate record of any repair expenses;
- e) Produce receipts for any increased costs to maintain **your** standard of living while **you** reside elsewhere, and records pertaining to any loss of rental income;
- f) Show the damaged property whenever **we** reasonably ask **you** to. **You** must answer questions under oath about it at **our** request;
- g) Within 60 days after the loss, give **us** a signed, sworn proof of the loss. This statement should include the following information:
  - 1) the time and cause of loss;
  - 2) the interest **you** and others have in the property, including any encumbrances;
  - 3) the actual cash value and amount of loss of each item damaged or destroyed;
  - 4) other insurance that may cover the loss;
  - 5) changes in title, use, occupancy or possession of the property during the policy period;
  - 6) the specifications of any damaged building alteration or improvement **we** may request;

- 7) evidence supporting a claim under the Credit Card and Check Forgery protection. This should state the cause and amount of loss.

#### 4. **Our Options**

In the event of loss, **we** have the option of taking all or part of the covered property at the agreed or appraised value. **We** have the option to repair, rebuild or replace the damaged or destroyed property with property of like kind and quality within a reasonable time. **We** must give **you** notice of **our** intention within 30 days after **we** receive **your** signed, sworn proof of loss.

#### 5. **How We Settle A Loss**

A covered property loss will be settled on an actual cash value basis. This means there may be a deduction for depreciation.

In making an actual cash value settlement, payment will not exceed the smallest of the following amounts:

- a) the actual cash value at the time of the loss;
- b) the amount necessary to repair or replace the damaged property;
- or
- c) the limit of liability applying to the property.

#### 6. **Abandoned Property**

**We** are not obligated to accept any property abandoned by an **insured person**.

#### 7. **Our Payment Of Loss**

**We** will settle any covered loss with **you**. **We** will pay **you** unless another payee is named in the policy. **We** will pay within 30 days after the amount of loss is finally determined. This amount may be determined by an agreement, between **you** and **us**, a court judgment, or an appraisal award.

#### 8. **Appraisal**

If **you** and **we** fail to agree on the amount of loss, either party may make written demand for an appraisal. Each party will select a competent and disinterested appraiser and notify the other of the appraiser's identity within 20 days after the demand is received. The appraisers will select a competent and impartial umpire. If the appraisers are unable 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 **residence premises** is located to select an umpire.

The appraisers shall then determine the amount of loss, stating separately the actual cash value and the amount of loss to each item. If the appraisers submit a written report of an agreement to **us**, the amount agreed upon shall be the amount of loss. If they cannot agree, they will submit their differences to the umpire. A written award by any two will determine the amount of loss.

Each party will pay the appraiser it chooses, and equally bear expenses for the umpire and all other expenses of the appraisal, however, if **we** make the written demand, **you** will be reimbursed by **us** for the

reasonable cost of **your** appraiser and **your** portion of the cost of the umpire.

#### 9. **Permission Granted To You**

- a) The **residence premises** may be vacant or unoccupied without limit of time, except as otherwise indicated in this policy for specific perils. A dwelling being constructed is not considered vacant.
- b) **You** may make alterations, additions, repairs, and complete structures under construction.

#### 10. **Our Rights To Recover Payment**

When **we** pay any loss, an **insured person's** right to recover from anyone else becomes **ours** up to the amount **we** have paid. An **insured person** must protect these rights and help **us** enforce them. **You** may waive **your** rights to recover against another person involving the property covered in this policy. This must be done in writing prior to a loss.

#### 11. **Suit Against Us**

No suit or action may be brought against **us** unless there has been full compliance with all the terms of this policy. Any suit or action must be brought within two years after the loss.

#### 12. **Loss To A Pair Or Set**

If there is a loss to a pair or set, **we** may:

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

#### 13. **No Benefit To Bailee**

This insurance will not in any way benefit any person or organization who may be caring for or handling **your** property for a fee.

#### 14. **Other Insurance**

If both this insurance and other insurance apply to a loss, **we** will pay **our** share. **Our** share will be the proportionate amount that this insurance bears to the total amount of all applicable insurance.

#### 15. **Loss Clause**

Any loss paid will not reduce the applicable limit of liability under this policy for future losses.

true. **We** are not obligated to pay any claim or judgment or defend any suit if **we** have already exhausted the limit of liability by paying judgments or settlements.

### **Exclusions—Losses We Do Not Cover**

1. **We** do not cover any **bodily injury** or **property damage** which may reasonably result from the intentional acts of an **insured person** or which is in fact intended by an **insured person**.
2. **We** do not cover **property damage** to property owned by an **insured person**.
3. **We** do not cover **bodily injury** to any person eligible to receive benefits required to be provided or voluntarily provided by any **insured person** under any workers' compensation or occupational disease law.
4. **We** do not cover **bodily injury** or **property damage** arising out of the ownership, maintenance, use, loading or unloading of aircraft.
5. **We** do not cover **bodily injury** or **property damage** arising out of the ownership, maintenance, use, loading or unloading of any motorized land vehicle or trailer. However, this exclusion does not apply to:
  - a) a motorized land vehicle in dead storage or used exclusively on the **residence premises**;
  - b) any motorized land vehicle designed principally for recreational use off public roads, unless that vehicle is owned by an **insured person** and is being used away from the **residence premises**;
  - c) a golf cart owned by an **insured person** when used for golfing purposes;
  - d) a trailer of the boat, camp, home or utility type unless it is being towed or carried by a motorized land vehicle;
  - e) **bodily injury** to a **residence employee**.
6. **We** do not cover **bodily injury** or **property damage** arising out of watercraft away from the **residence premises**:
  - a) owned by or rented to an **insured person** if it has inboard or inboard-outboard motor power of more than 50 horsepower;
  - b) owned by or rented to an **insured person** if it is a sailing vessel 26 feet or more in length; or
  - c) powered by one or more outboard motors with more than 25 total horsepower owned by an **insured person**.

This exclusion does not apply to **bodily injury** to a **residence employee**.

7. **We** do not cover **bodily injury** or **property damage** arising out of the rendering of or failure to render professional services.
8. **We** do not cover **bodily injury** or **property damage** arising out of the **business** pursuits of an **insured person**.

**We** do cover:

- a) activities normally considered non-**business**.
- b) the occasional and part-time **business** activities of an **insured person** who is a student under 21 years of age.
- c) the incidental business activities of any **insured person** for babysitting, caddying, lawn care, newspaper delivery, and other similar activities.

## **Section II—Family Liability**

### **Part 1—Family Liability Protection—Coverage X**

#### **Losses We Cover**

**We** will pay all sums arising from the same loss which an **insured person** becomes legally obligated to pay as damages because of **bodily injury** or **property damage** covered by this part of the policy.

**We** may investigate or settle any claim or suit for covered damages against an **insured person**. If an **insured person** is sued for these damages, **we** will provide a defense with counsel of **our** choice, even if the allegations are not



9. **We** do not cover **bodily injury** or **property damage** occurring on any premises, other than an **insured premises**, owned, rented or controlled by an **insured person**. This exclusion does not apply to **bodily injury** to a **residence employee**.
10. **We** do not cover **property damage** to property occupied or used by an **insured person**, or rented to or in the care of an **insured person**. However, if the **property damage** arises out of fire, explosion or smoke, this exclusion does not apply to an **insured premises** or its contents. Smoke means only the sudden and faulty operation of a cooking or heating unit.
11. **We** do not cover any liability an **insured person** assumes under any unwritten contract or agreement. **We** will not cover any contract or agreement in connection with a **business** of an **insured person**.
12. **We** do not cover **bodily injury** or **property damage** caused by war or warlike acts, including insurrection, rebellion or revolution.

## Part 2—Guest Medical Protection—Coverage Y

### Losses We Cover

**We** will pay the reasonable expenses incurred for necessary medical, surgical, X-ray and dental services, prosthetic devices, eyeglasses, hearing aids and pharmaceuticals, and ambulance, hospital, licensed nursing, and funeral services. These expenses must be incurred within three years from the date of an accident causing **bodily injury** covered by this part of the policy.

Each person who sustains **bodily injury** is entitled to this protection when that person is:

1. On the **insured premises** with the permission of an **insured person**; or
2. Off the **insured premises**, if the **bodily injury**:
  - a) arises out of a condition on the **insured premises** or immediately adjoining ways;
  - b) is caused by the activities of an **insured person** or a **residence employee**;
  - c) is caused by an animal owned by or in the care of an **insured person**; or
  - d) is sustained by a **residence employee**.

### Exclusions—Losses We Do Not Cover

1. **We** do not cover any **bodily injury** which may reasonably be expected to result from the intentional acts of an **insured person** or which is in fact intended by an **insured person**.
2. **We** do not cover **bodily injury** to any **insured person** or regular resident of the **insured premises**. However, this exclusion does not apply to a **residence employee**.
3. **We** do not cover **bodily injury** to any person eligible to receive any benefits voluntarily provided, or required to be provided, under any workers' compensation or occupational disease law.
4. **We** do not cover **bodily injury** arising out of the ownership, maintenance, use, loading or unloading of aircraft.

5. **We** do not cover **bodily injury** arising out of the ownership, maintenance, use, loading or unloading of any motorized land vehicle or trailer. However, this exclusion does not apply to:
  - a) a motorized land vehicle in dead storage or used exclusively on the **residence premises**;
  - b) any motorized land vehicle designed principally for recreational use off public roads, unless that vehicle is owned by an **insured person** and is being used away from the **residence premises**;
  - c) a golf cart owned by an **insured person** when used for golfing purposes;
  - d) a trailer of the boat, camp, home or utility type unless it is being towed or carried by a motorized land vehicle;
  - e) **bodily injury** to a **residence employee**.
6. **We** do not cover **bodily injury** arising out of watercraft away from the **residence premises**:
  - a) owned by or rented to an **insured person** if it has inboard or inboard-outboard motor power of more than 50 horsepower;
  - b) owned by or rented to an **insured person** if it is a sailing vessel 26 feet or more in length; or
  - c) powered by one or more outboard motors with more than 25 total horsepower owned by an **insured person**.

This exclusion does not apply to **bodily injury** to a **residence employee**.
7. **We** do not cover **bodily injury** arising out of the rendering of or failure to render professional services.
8. **We** do not cover **bodily injury** arising out of the **business** pursuits of an **insured person**.  
**We** do cover:
  - a) activities normally considered non-**business**.
  - b) the occasional and part-time **business** activities of an **insured person** who is a student under 21 years of age.
  - c) the incidental business activities of any **insured person** for babysitting, caddying, lawn care, newspaper delivery, and other similar activities.
9. **We** do not cover **bodily injury** to any person on the **insured premises** because of a **business** activity or professional service conducted there.
10. **We** do not cover **bodily injury** occurring on any premises, other than an **insured premises**, owned, rented or controlled by an **insured person**. This exclusion does not apply to **bodily injury** to a **residence employee**.
11. **We** do not cover **bodily injury** caused by war or warlike acts, including insurrection, rebellion or revolution.

## Part 3—Additional Protection

**We** will pay, in addition to the limits of liability:

1. **Claim Expenses**  
**We** will pay:

- a) all costs **we** incur in the settlement of any claim or the defense of any suit against an **insured person**.
- b) interest on damages awarded in any suit **we** defend accruing after judgment is entered and before **we** pay or tender, or deposit in court the amount for which **we** are liable under this policy.
- c) premiums on appeal and attachment bonds required in any suit **we** defend. However, **we** will not pay the premium for attachment bonds in an amount that is more than **our** limit of liability. **We** have no obligation to apply for or furnish bonds.
- d) for the cost of any bail bonds required due to an accident involving the use of any vehicle to which this policy applies. Payment won't exceed \$250 per bond. **We** have no obligation to apply for or furnish a bond.
- e) loss of earnings and vacation time or other benefits, up to \$50 per day, but not other income, when **we** ask **you** to attend trials and hearings.
- f) any other reasonable expenses incurred by an **insured person** at **our** request.

## 2. Emergency First Aid

**We** will pay expenses incurred by an **insured person** for first aid to other persons at the time of the accident for **bodily injury** covered under this policy.

## 3. Damage To Property Of Others

**We** will pay up to \$250 each time an **insured person** causes **property damage** to someone else's property. At **our** option, **we** will pay either the actual cash value of the property damaged by an **insured person**, or repair or replace the property.

**We** will pay for **property damage**:

- a) to property covered under Section I of this policy;
- b) to property intentionally damaged by an **insured person** who has attained the age of 13;
- c) to property owned by or rented to an **insured person**, or any tenant of an **insured person**, or any resident in **your** household; or
- d) arising out of:
  - 1) **business** pursuits;
  - 2) any act or omission in connection with a premises, other than an **insured premises**, owned, rented or controlled by an **insured person**; or
  - 3) the ownership or use of a motorized land vehicle, trailer, aircraft or watercraft.

## Part 4—Section II Conditions

### 1. What You Must Do After A Loss

In the event of a loss where an **insured person** may be responsible for **bodily injury** or **property damage**, **you** must do the following things:

- a) Promptly notify **us** or **our** agent, in writing, stating:
  - 1) **your** name and policy number;
  - 2) the date, the place and the circumstances of the accident;
  - 3) the name and addresses of anyone who might have a claim against an **insured person**;

- 4) the names and addresses of any witnesses.
- b) Send **us** any legal papers relating to the accident.
- c) At **our** request, an **insured person** will:
  - 1) cooperate with **us** and assist **us** in any matter concerning a claim or suit;
  - 2) help **us** enforce any right of recovery against any person or organization who may be liable to an **insured person**;
  - 3) attend any hearing or trial;
  - 4) help **us** by collecting and giving evidence and by obtaining the attendance of witnesses.
- d) Under the Damage To Property Of Others protection, give **us** a sworn statement of the loss. This must be made within 60 days after the loss. Also, be prepared to show **us** any damaged property under an **insured person's** control.

An **insured person** will not voluntarily pay any money, assume any obligations or incur any expenses, other than for first aid to others at the time of the loss as provided for in this policy.

### 2. What An Injured Person Must Do—Guest Medical Protection

If someone is injured, that person, or someone acting for that person, must do the following things:

- a) Promptly give **us** written proof of the loss. If **we** request, this must be done under oath;
- b) Give **us** written authorization to obtain copies of all medical records and reports;
- c) Permit doctors **we** select to examine the injured person as often as **we** may reasonably require.

### 3. Our Payment Of Loss Under The Guest Medical Protection

**We** may pay the injured person or the provider of the medical services. Payment under this coverage is not an admission of liability by **us** or an **insured person**.

### 4. Our Limits Of Liability

This insurance applies separately to each **insured person**. Regardless of the number of **insured persons**, injured persons, claims, claimants or policies involved, **our** total liability under the **Family Liability Protection** coverage for damages resulting from one loss will not exceed the limit shown on the Declarations Page. All **bodily injury** and **property damage** resulting from one accident or from continuous or repeated exposure to the same general conditions is considered the result of one loss. **Our** total liability under the **Guest Medical Protection** coverage for all medical expenses payable for **bodily injury** to any one person shall not exceed the "each person" limit shown on the Declarations Page. **Our** total liability for all medical expenses payable for **bodily injury**, regardless of the number of persons injured in one loss, shall not exceed the "each accident" limit shown on the Declarations Page.

### 5. Bankruptcy

**We** are not relieved of any obligation under this policy because of the bankruptcy or insolvency of any **insured person**.

#### 6. **Our Rights To Recover Payment**

When **we** pay any loss, an **insured person's** right to recover from anyone else becomes **ours** up to the amount **we** have paid. An **insured person** must protect these rights and help **us** enforce them. This condition does not apply to the **Guest Medical Protection** coverage or the Damage To Property Of Others protection.

#### 7. **Suit Against Us**

- a) No suit or action can be brought against **us** unless there has been full compliance with all the terms of this policy.
- b) No suit or action can be brought against **us** under the **Family Liability Protection** coverage until the obligation of an **insured person** to pay is finally determined either by judgment against the **insured person** after actual trial, or by written agreement of the **insured person**, injured person, and **us**.
- c) No one shall have any right to make **us** a party to a suit to determine the liability of an **insured person**.

#### 8. **Other Insurance—Family Liability Protection**

If both this insurance and other insurance apply to a loss, **we** will pay **our** share. **Our** share will be the proportionate amount that this insurance bears to the total amount of all applicable insurance. If an **insured person** has a loss covered by this policy involving a motorized land vehicle or watercraft, **we** shall pay only after that person's other insurance has been exhausted.

The deductible applying to this coverage is shown on the Declarations Page.

#### 2. **Fire Department Charges—Coverage F**

The \$250 limit applying to fire department service charges covered in this policy is increased to the amount shown on the Declarations Page.

#### 3. **Increased Coverage On Building Improvements—Coverage I**

The limit of liability applying to building improvements covered in this policy is increased to the amount shown on the Declarations Page.

#### 4. **Extended Coverage On Jewelry, Watches And Furs—Coverage J**

**We** will pay for all risks of physical loss to the following personal property, subject to the provisions in this coverage:

- a) jewelry, watches, gems, precious and semiprecious stones, gold, platinum, and
- b) furs, including any item containing fur which represents its principal value.

The insurance provided by this coverage applies instead of and not in addition to that provided under the **Personal Property Protection** coverage. The amount of protection is shown on the Declarations Page.

**We** will not pay when any direct or indirect loss is due to:

- a) wear and tear, gradual deterioration, inherent vice, insects or vermin;
- b) nuclear action, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these;
- c) neglect of an **insured person** to take all reasonable steps to save and preserve property at and after a loss or when the property is endangered by a loss **we** cover; or
- d) war or warlike acts, including insurrection, rebellion or revolution.

Any deductible shown on the Declarations Page applicable to a personal property loss, also applies to loss under this coverage.

#### 5. **Incidental Office, Private School Or Studio—Coverage K**

- a) The **Personal Property Protection** coverage is extended to cover the equipment, supplies and furnishings used in a described office, private school or studio on **your residence premises**.
- b) The **Family Liability Protection** coverage and the **Guest Medical Protection** coverage are extended to cover a described office, private school or studio occupied by an **insured person**. The occupancy of the described property shall not be considered a **business**.

**We** do not cover **bodily injury** to:

- a) any employee other than a **residence employee**, or
- b) any pupil arising out of corporal punishment administered by or at the direction of an **insured person**.

#### 6. **Increased Coverage On Money—Coverage M**

The \$100 limitation on money, bullion, banknotes, coins, medals and other numismatic property under the **Personal Property Protection** coverage is increased to the amount shown on the Declarations Page.

## Section III—Optional Protection

### Optional Coverages You May Buy

The following Optional Coverages apply only when they are indicated on the Declarations Page and premiums are shown. The provisions of this policy apply to each Optional Coverage in this section unless modified by the terms of the specific Optional Coverage.

#### 1. **Earthquake Damage—Coverage E**

**We** will pay for direct loss to the property described in the **Personal Property Protection** coverage caused by earthquake or volcanic eruption.

This coverage does not increase the limit of liability provided under the **Personal Property Protection** coverage.

If more than one earthquake shock occurs in a 72-hour period, they will be considered a single earthquake. **We** will not pay for any loss caused by an earthquake shock occurring before this coverage is effective or after this policy has terminated.

**We** do not cover any loss caused directly or indirectly by flood or tidal wave whether or not caused by or resulting from an earthquake. Direct loss that follows an earthquake and is caused by fire, explosion, or theft is covered only under Section I of this policy.

7. **Business Pursuits–Coverage P**

The **Family Liability Protection** coverage and the **Guest Medical Protection** coverage are extended to cover specified **business** pursuits on an **insured person**.

**We** do not cover:

- a) **bodily injury** or **property damage** arising out of the **business** pursuits of an **insured person** when the **business** is owned or financially controlled by the **insured person**. This also means a partnership or joint venture of which an **insured person** is a partner or member;
- b) **bodily injury** or **property damage** arising out of the rendering or failure to render a professional service of any nature, other than teaching;
- c) **bodily injury** to a fellow employee of an **insured person** arising out of and in the course of employment;
- d) **bodily injury** or **property damage** when an **insured person** is a member of a teaching staff or faculty of any school or college and the **bodily injury** or **property damage** arises out of the maintenance or use of saddle animals, vehicles used with saddle animals, motorized land vehicles, recreational vehicles, aircraft or watercraft when owned, hired or operated by an **insured person** or used for the purpose of instruction;
- e) **bodily injury** to any pupil arising out of corporal punishment administered by or at the direction of an **insured person** when an **insured person** is a member of the teaching staff or faculty of any school or instruction.

8. **Additional Dwelling Rented To Others–Coverage R**

The **Family Liability Protection** coverage and **Guest Medical Protection** coverage are extended to cover a one-, two-, three-, or four-family dwelling rented to others. The definition of **insured premises** is amended to include the designated rented dwelling.

9. **Increased Coverage On Securities–Coverage S**

The \$500 limitation on accounts, bills, deeds, evidences of debt, letters of credit, notes other than banknotes, passports, securities, tickets, or stamps, including philatelic property covered under the **Personal Property Protection** coverage, is increased to the amount shown on the Declarations Page.