

No matter how far you travel...



World Class Personal Property and Personal Liability Plan

Personal property/personal liability insurance for cultural exchange participants while outside the U.S.

Administered by: Cultural Insurance Services International (CISI) • River Plaza • 9 West Broad Street • Stamford, CT
06902-3788 • CISlwebadmin@culturalinsurance.com • 1-203-399-5556

Coverages	<u>Schedule of Benefits</u>	Limits of Liability (per occurrence/aggregate)
SECTION I – PERSONAL PROPERTY		
• Unscheduled Personal Property w/ Replacement Cost (deductible \$100 <u>or</u> \$250/occur.)		\$5,000
SECTION II – PERSONAL LIABILITY		
• Comprehensive Personal Liability (no deductible)		\$200,000
• Medical Payments		\$5,000
SECTION III – PERSONAL EXTENDED PROTECTION (only benefits shown below)		
• Identity Theft (deductible \$250 per Identity Theft per Policy Period)		\$5,000/\$2,000-\$10,000
• ATM Assault and Robbery		\$250/\$1,000

Eligibility:

Only those students, faculty, staff and participants who will be engaging in a cultural exchange program outside the United States are eligible to purchase this additional coverage. In order for your application to be accepted, the coverage purchased must coincide with your program dates.

Period of Coverage:

Once your completed application and the correct payment has been accepted, the effective date of your coverage is the latest of the following: (a) your requested effective date, (b) two days after the date the completed enrollment form and premium have been received by the Administrator, or (c) the date of departure from your country of domicile to begin participation in the cultural exchange program. Coverage terminates when the first of the following occurs: (a) expiration of the period of requested coverage for which premium has been paid, (b) termination of participation in the cultural exchange program, (c) return to your country of domicile, (d) termination of the Master Policy.

Premium Refunds:

Coverage may be canceled and premium refunded to the Insured, less a \$15 administrative fee, provided the request is received in writing to CISlwebadmin@culturalinsurance.com prior to the coverage start date. Premium is not refundable once the coverage has begun.

Plan Features:**SECTION I – PERSONAL PROPERTY**

The plan covers personal property (i.e. clothes, computers, cameras, etc.) owned or used by an “insured” while it is outside the U.S. except for as mentioned in the enclosed “Foreign Personal Property Policy Territory and Jurisdiction” endorsement (HO143W 041598). It insures for direct physical loss or damage to covered property caused by any of the following perils (unless excluded in Section I – Exclusions): Fire or Lightning; Windstorm or Hail; Explosion; Riot or Civil Commotion; Aircraft; Vehicles; Smoke; Vandalism or Malicious Mischief; Theft; Falling Objects; Weight of Ice, Snow or Sleet; Accidental Discharge or Overflow of Water or Steam; Sudden and Accidental Tearing Apart, Cracking, Burning or Bulging; Sudden and Accidental Damage from Artificially Generated Electrical Current; and Volcanic Eruption. You may purchase a plan with a \$100 or \$250 per occurrence deductible. After the deductible has been met, the policy provides replacement cost coverage as stated in the Schedule of Benefits for your unscheduled items, subject to limitations for certain classes of property like jewelry, watches, furs, precious and semiprecious stones (up to \$1,000) and for electronic apparatus and accessories while in or upon a “motor vehicle” (up to \$1,500). The claim may be settled by replacement of an item or cash.

SECTION II – PERSONAL LIABILITY

If a claim is made or a suit is brought against an “insured” for damages because of “bodily injury” or “property damage” caused by an “occurrence” to which this coverage applies, we will: 1. Pay up to our limit of liability for the damages for which an “insured” is legally liable; and 2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We will also pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing “bodily injury”.

SECTION III – PERSONAL EXTENDED POLICY PROTECTION

- Identity Theft - This plan will pay for Your expenses up to \$5,000 per occurrence (max. of \$10,000 per Policy Period) resulting from Your efforts to resolve Your Identity Theft that takes place during the Policy Period. Expenses include: legal costs, lost wages (\$200 per day up to \$2,000), tools to recover identity theft, including sample letters that can be used to contact financial institutions, credit bureaus, collection agencies and law enforcement agencies to recover one’s identity.

- ATM Assault and Robbery - This plan will reimburse You up to \$250 per occurrence (max. of \$1,000 per Policy Period) for the Money You withdrew from any ATM around the world using Your Payment Card against a robbery event that occurs within 15 minutes of the withdrawal of the Money.

Premium Rates for SECTION I-III Coverages (please note there are two deductible options):

\$100 Personal Property Deductible:

1 to 5 Months: \$78.00
6 to 12 Months: \$139.20

\$250 Personal Property Deductible:

1 to 5 Months: \$63.60
6 to 12 Months: \$113.50

CISI PERSONAL PROPERTY & PERSONAL LIABILITY ENROLLMENT FORM

Instructions: Please complete the enrollment form below, print, scan and then send as an e-mail attachment to: CISLwebadmin@culturalinsurance.com. Call (203)399-5556 or e-mail CISLwebadmin@culturalinsurance.com with any questions. All fields below must be completed and verified before we can process your enrollment. Please allow two weeks for processing.

PARTICIPANT INFORMATION:

First name _____ Last name _____
 U.S. mailing address _____
 City _____ State _____ ZIP _____
 Telephone number (_____) _____ E-mail (required) _____
 Female Male Date of birth _____
 Passport country _____ Passport number _____

PROGRAM INFORMATION:

Abroad program location (country) _____
 Name of institution sponsoring your program _____
 Your overseas mailing address _____
 City _____ Postal code _____ Country _____
 Program start date _____ Program end date _____

ENROLLMENT INFORMATION:

*Please start my insurance on _____ *Please end my insurance on _____
** Insurance may start no sooner than two days after enrollment/payment is made. Reported insurance dates should closely match your program dates and should include your travel to and from the host country.*

Coverages	Limits of Liability (per occurrence/aggregate)
SECTION I – PERSONAL PROPERTY - Unscheduled Personal Property w/ Replacement Cost (deductible \$100 or \$250/occurrence)	\$5,000
SECTION II – PERSONAL LIABILITY - Comprehensive Personal Liability (no deductible) - Medical Payments	\$200,000 \$5,000
SECTION III – PERSONAL EXTENDED PROTECTION (only benefits shown below) - Identity Theft (deductible \$250 per Identity Theft per Policy Period) - ATM Assault and Robbery	\$5,000/\$2,000-\$10,000 \$250/\$1,000

Please enroll me with the following Personal Property deductible/coverage period:

- \$100 ded. /1 to 5 Months (\$78.00) \$250 ded. /1 to 5 Months (\$63.60)
 \$100 ded. /6 to 12 Months (\$139.20) \$250 ded. /6 to 12 Months (\$113.50)

PAYMENT INFORMATION:

Visa MasterCard American Express Money Order
 Please provide the following additional information for credit card payments:
 Card number _____ Expiration date _____
 Cardholder's name (please print) _____
 Please check this box if the Billing Address is the same as above.
 Billing Address _____
 City _____ State _____ ZIP _____
 I have read and understand the terms and conditions of the policy and authorize full payment for the above requested deductible/coverage period.
 Date _____ Signature _____

AGREEMENT

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

DEDUCTIBLE

Unless otherwise noted in this policy, the following deductible provision applies:

Subject to the policy limits that apply, we will pay only that part of the total of all loss payable under Section I that exceeds the deductible amount shown in the Declarations.

SECTION I – PROPERTY COVERAGES**A. Personal Property****1. Covered Property**

We cover personal property owned or used by an "insured" while it is anywhere in the world. We cover personal property owned by:

- a. Others while the property is on the part of the "residence premises" occupied by an "insured"; or
- b. A guest while the property is in any residence occupied by an "insured"; or
- c. Entrusted to you by your parent(s) or legal guardian(s); or
- d. The educational institution that is specific to your academic studies and for which you have assumed responsibility under a written agreement.

2. Special Limits Of Liability

The special limit for each category shown below is the total limit for each loss for all property in that category. These special limits do not increase the **Personal Property** limit of liability.

- a. \$1,000 for loss by theft of jewelry, watches, furs, precious and semiprecious stones.
- b. \$1,500 for electronic apparatus and accessories, while in or upon a "motor vehicle", but only if the apparatus is equipped to be operated by power from the "motor vehicle's" electrical system while still capable of being operated by other power sources.

Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described in this Category **b**.

3. Property Not Covered

We do not cover:

- a. Articles separately described and specifically insured, regardless of the limit for which they are insured, in this or other insurance;
- b. Animals, birds or fish;
- c. "Motor vehicles".
 - (1) This includes:
 - (a) Their accessories, equipment and parts; or
 - (b) Electronic apparatus and accessories

designed to be operated solely by power from the electrical system of the "motor vehicle". Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described above.

The exclusion of property described in **(a)** and **(b)** above applies only while such property is in or upon the "motor vehicle".

- d. Aircraft meaning any contrivance used or designed for flight including any parts whether or not attached to the aircraft.

We do cover model or hobby aircraft not used or designed to carry people or cargo;

- e. Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
- f. Property of roomers, boarders and other tenants, except property of roomers and boarders related to an "insured";
- g. Property in an apartment regularly rented or held for rental to others by an "insured";
- h. Property rented or held for rental to others off the "residence premises";
- i. "Business" data, including such data stored in:
 - (1) Books of account, drawings or other paper records; or
 - (2) Computers and related equipment.

We do cover the cost of blank recording or storage media, and of prerecorded computer programs available on the retail market;

- j. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds except as provided in **B.4. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money** under Section I – Property Coverages;
- k. Money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, stored value cards and smart cards;
- l. Securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps;
- m. Watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors;
- n. Trailers or semitrailers;
- o. Firearms and related equipment;
- p. Silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of

or including silver, gold or pewter;

- q. Property used primarily for "business" purposes; or
- r. Property while in storage or at your permanent address.

B. Additional Coverages

1. Debris Removal

- a. We will pay your reasonable expense for the removal of:
 - (1) Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or
 - (2) Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

This expense is included in the limit of liability that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal expense is more than the limit of liability for the damaged property, an additional 5% of that limit is available for debris removal expense.

2. Reasonable Repairs

- a. We will pay the reasonable cost incurred by you for the necessary measures taken solely to protect covered property that is damaged by a Peril Insured Against from further damage.
- b. If the measures taken involve repair to other damaged property, we will only pay if that property is covered under this policy and the damage is caused by a Peril Insured Against. This coverage does not:
 - (1) Increase the limit of liability that applies to the covered property; or
 - (2) Relieve you of your duties, in case of a loss to covered property, described in **B.4.** under Section I – Conditions.

3. Property Removed

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

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

4. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money

- a. We will pay up to \$500 for:
 - (1) The legal obligation of an "insured" to pay because of the theft or unauthorized use of credit cards issued to or registered in an "insured's" name;
 - (2) Loss resulting from theft or unauthorized use of an electronic fund transfer card or access device used for deposit, withdrawal or transfer of funds, issued to or registered in an

"insured's" name;

- (3) Loss to an "insured" caused by forgery or alteration of any check or negotiable instrument; and
- (4) Loss to an "insured" through acceptance in good faith of counterfeit United States or Canadian paper currency.

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

This coverage is additional insurance. No deductible applies to this coverage.

- b. We do not cover:

- (1) Use of a credit card, electronic fund transfer card or access device:
 - (a) By a resident of your household;
 - (b) By a person who has been entrusted with either type of card or access device; or
 - (c) If an "insured" has not complied with all terms and conditions under which the cards are issued or the devices accessed; or
 - (2) Loss arising out of "business" use or dishonesty of an "insured".
- c. If the coverage in **a.** above applies, the following defense provisions also apply:
 - (1) We may investigate and settle any claim or suit that we decide is appropriate. Our duty to defend a claim or suit ends when the amount we pay for the loss equals our limit of liability.
 - (2) If a suit is brought against an "insured" for liability under **a.(1)** or **(2)** above, we will provide a defense at our expense by counsel of our choice.
 - (3) We have the option to defend at our expense an "insured" or an "insured's" bank against any suit for the enforcement of payment under **a.(3)** above.

5. Collapse

- a. With respect to this Additional Coverage:

- (1) Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its current intended purpose.
- (2) A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse.
- (3) A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building.
- (4) A building or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling,

shrinkage or expansion.

- b. We insure for direct physical loss to covered property involving collapse of a building or any part of a building if the collapse was caused by one or more of the following:

- (1) The Perils Insured Against;
- (2) Decay that is hidden from view, unless the presence of such decay is known to an "insured" prior to collapse;
- (3) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an "insured" prior to collapse;
- (4) Weight of contents, equipment, animals or people;
- (5) Weight of rain which collects on a roof; or
- (6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

- c. This coverage does not increase the limit of liability that applies to the damaged covered property.

SECTION I – PERILS INSURED AGAINST

We insure for direct physical loss or damage to covered property caused by any of the following perils unless the loss is excluded in Section I – Exclusions.

1. Fire Or Lightning

2. Windstorm Or Hail

This peril includes loss to watercraft of all types and their trailers, furnishings, equipment, and outboard engines or motors, only while inside a fully enclosed building.

This peril does not include loss to the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

3. Explosion

4. Riot Or Civil Commotion

5. Aircraft

This peril includes self-propelled missiles and spacecraft.

6. Vehicles

7. Smoke

This peril means sudden and accidental damage from smoke, including the emission or puffback of smoke, soot, fumes or vapors from a boiler, furnace or related equipment.

This peril does not include loss caused by smoke from agricultural smudging or industrial operations.

8. Vandalism Or Malicious Mischief

This peril does not include loss to property on the "residence premises", and any ensuing loss caused by any intentional and wrongful act committed in the course

of the vandalism or malicious mischief, if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

9. Theft

- a. This peril includes attempted theft and loss of property from a known place when it is likely that the property has been stolen.

- b. This peril does not include loss caused by theft:

- (1) Committed by an "insured";
- (2) From that part of a "residence premises" rented by an "insured" to someone other than another "insured"; or
- (3) That occurs off the "residence premises" of:
 - (a) Trailers, semitrailers and campers;
 - (b) Unattended "motor vehicles" or bicycles unless at the time of theft the vehicle or bicycle was locked. "Motor Vehicles" must also show evidence of forced entry into the vehicle; or
 - (c) Watercraft of all types, and their furnishings, equipment and outboard engines or motors.

10. Falling Objects

This peril does not include loss to the property contained in the building unless the roof or an outside wall of the building is first damaged by a falling object. Damage to the falling object itself is not included.

11. Weight Of Ice, Snow Or Sleet

This peril means weight of ice, snow or sleet which causes damage to the property contained in the building.

12. Accidental Discharge Or Overflow Of Water Or Steam

- a. This peril means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

- b. This peril does not include loss:

- (1) To the system or appliance from which the water or steam escaped;
- (2) Caused by or resulting from freezing;
- (3) On the "residence premises" caused by accidental discharge or overflow which occurs away from the building where the "residence premises" is located; or
- (4) Caused by mold, fungus or wet rot unless hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

- c. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

- d. Section I – Exclusion 3. Water Damage, Paragraphs a. and c. that apply to surface water and water below the surface of the ground do not apply to loss by

water covered under this peril.

13. Sudden And Accidental Tearing Apart, Cracking, Burning Or Bulging

This peril means sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

This peril does not include loss caused by or resulting from freezing.

14. Sudden And Accidental Damage From Artificially Generated Electrical Current

This peril does not include loss to tubes, transistors, electronic components or circuitry that are a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus.

15. Volcanic Eruption

This peril does not include loss caused by earthquake, land shock waves or tremors.

SECTION I – EXCLUSIONS

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

1. Ordinance Or Law

Ordinance Or Law means any ordinance or law:

- a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris;
- b. The requirements of which result in a loss in value to property; or
- c. Requiring any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This Exclusion 1. applies whether or not the property has been physically damaged.

2. Earth Movement

Earth Movement means:

- a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b. Landslide, mudslide or mudflow;
- c. Subsidence or sinkhole; or
- d. Any other earth movement including earth sinking, rising or shifting;

caused by or resulting from human or animal forces or any act of nature unless direct loss by fire or explosion

ensues and then we will pay only for the ensuing loss.

This Exclusion 2. does not apply to loss by theft.

3. Water Damage

Water Damage means:

- a. Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
- b. Water or water-borne material which backs up through sewers or drains or which overflows or is discharged from a sump, sump pump or related equipment; or
- c. Water or water-borne material below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure;

caused by or resulting from human or animal forces or any act of nature.

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

4. Power Failure

Power Failure means the failure of power or other utility service if the failure takes place off the "residence premises". But if the failure results in a loss, from a Peril Insured Against on the "residence premises", we will pay for the loss caused by that peril.

5. Neglect

Neglect means neglect of an "insured" to use all reasonable means to save and preserve property at and after the time of a loss.

6. War

War includes the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike act by a military force or military personnel; or
- c. Destruction, seizure or use for a military purpose.

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

7. Nuclear Hazard

This Exclusion 7. pertains to Nuclear Hazard to the extent set forth in L. Nuclear Hazard Clause under Section I – Conditions.

8. Intentional Loss

Intentional Loss means any loss arising out of any act an "insured" commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss.

9. Governmental Action

Governmental Action means the destruction,

confiscation or seizure of property described in **Covered Property** by order of any governmental or public authority.

This exclusion does not apply to such acts ordered by any governmental or public authority that are taken at the time of a fire to prevent its spread, if the loss caused by fire would be covered under this policy.

10. Mysterious Disappearance

Mysterious Disappearance means any loss of property due to your inability to locate an item without circumstances to support the theory that the property was stolen.

11. Fungi

"Fungi", Wet Or Dry Rot, Or Bacteria, meaning the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot or bacteria. Whenever "fungi", wet or dry rot, or bacteria occur, the "fungi", wet or dry rot, or bacteria and any resulting loss is always excluded under this policy, however caused. In addition, there is no coverage to test for, monitor, clean up, remove, remediate, contain, treat, de-toxify, neutralize, or in any way respond to, or assess the effects of, "fungi", wet or dry rot, or bacteria.

SECTION I – CONDITIONS

A. Insurable Interest And Limit Of Liability

Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:

1. To an "insured" for more than the amount of such "insured's" interest at the time of loss; or
2. For more than the applicable limit of liability.

B. Duties After Loss

In case of a loss to covered property, we have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us. These duties must be performed either by you, an "insured" seeking coverage, or a representative of either:

1. Give prompt notice to us or our agent;
2. Notify the police in case of loss by theft;
3. Notify the credit card or electronic fund transfer card or access device company in case of loss as provided for in **B.4. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section I – Property Coverages**;
4. Protect the property from further damage. If repairs to the property are required, you must:
 - a. Make reasonable and necessary repairs to protect the property; and
 - b. Keep an accurate record of repair expenses;
5. Cooperate with us in the investigation of a claim;
6. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;

7. As often as we reasonably require:
 - a. Show the damaged property;
 - b. Provide us with records and documents we request and permit us to make copies; and
 - c. Submit to examination under oath, while not in the presence of another "insured", and sign the same;
8. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
 - a. The time and cause of loss;
 - b. The interests of all "insureds" and all others in the property involved;
 - c. Other insurance which may cover the loss;
 - d. The inventory of damaged personal property described in **6.** above;
 - e. Evidence or affidavit that supports a claim under **B.4. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section I – Property Coverages**, stating the amount and cause of loss.

C. Loss Settlement

Covered property losses are settled at replacement cost at the time of loss but not more than the amount required to repair or replace.

Property listed below is not eligible for replacement cost loss settlement. Any loss will be settled at actual cash value at the time of loss but not more than the amount required to repair or replace.

1. Antiques, fine arts, paintings and similar articles of rarity or antiquity which cannot be replaced.
2. Memorabilia, souvenirs, collectors items and similar articles whose age or history contribute to their value.
3. Articles not maintained in good or workable condition.
4. Articles that are outdated or obsolete and are stored or not being used.

Replacement Cost Loss Settlement Condition

We will pay no more than the least of the following amounts:

1. Replacement cost at the time of loss without deduction for depreciation;
2. The full cost of repair at the time of loss;
3. The limit of liability that applies to **Personal Property**, if applicable;
4. Any applicable special limits of liability stated in this policy; or

D. Loss To A Pair Or Set

In case of loss to a pair or set we may elect to:

1. Repair or replace any part to restore the pair or set to its value before the loss; or
2. Pay the difference between the replacement cost of the property before and after the loss.

E. Appraisal

If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. 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 upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the "residence premises" is located. The appraisers will separately set the amount of loss. If the appraisers submit a written 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:

1. Pay its own appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

F. Other Insurance

If a loss covered by this policy is also covered by other insurance, the insurance provided under this policy will be primary in all instances.

G. Suit Against Us

No action can be brought against us unless there has been full compliance with all of the terms under Section I of this policy and the action is started within two years after the date of loss.

H. Our Option

We may repair or replace any part of the damaged property with material or property of like kind and quality if we give you written notice of our intention to do so within 15 working days after we receive your signed, sworn proof of loss.

I. Loss Payment

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:

1. Reach an agreement with you;
2. There is an entry of a final judgment; or
3. There is a filing of an appraisal award with us.

J. Abandonment Of Property

We need not accept any property abandoned by an "insured".

K. No Benefit To Bailee

We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this policy.

L. Nuclear Hazard Clause

1. "Nuclear Hazard" means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any

consequence of any of these.

2. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against.
3. This policy does not apply under Section I to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

M. Recovered Property

If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you or it will become our property. If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.

N. Volcanic Eruption Period

One or more volcanic eruptions that occur within a 72 hour period will be considered as one volcanic eruption.

O. Policy Period

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

P. Concealment Or Fraud

We provide coverage to no "insureds" under this policy if, whether before or after a loss, an "insured" has:

1. Intentionally concealed or misrepresented any material fact or circumstance;
2. Engaged in fraudulent conduct; or
3. Made false statements;

relating to this insurance.

SECTION II – LIABILITY COVERAGES**A. Personal Liability**

If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies, we will:

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable; and
2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the "occurrence" has been exhausted by payment of a judgment or settlement.

B. Medical Payments To Others

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing "bodily injury". Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing and prosthetic devices. Medical expenses do not include expenses for funeral services. This coverage does not apply to you or regular residents

of your household. As to others, this coverage applies only:

1. To a person on the "insured location" with the permission of an "insured"; or
2. To a person off the "insured location", if the "bodily injury":
 - a. Arises out of a condition on the "insured location" or the ways immediately adjoining;
 - b. Is caused by the activities of an "insured";
 - c. Is caused by an animal owned by or in the care of an "insured".

SECTION II – EXCLUSIONS

A. "Motor Vehicle Liability"

This policy does not cover "motor vehicle liability".

B. "Watercraft Liability"

This policy does not cover "watercraft liability".

C. "Aircraft Liability"

This policy does not cover "aircraft liability".

D. "Hovercraft Liability"

This policy does not cover "hovercraft liability".

E. Personal Liability And Medical Payments To Others do not apply to the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" which is expected or intended by an "insured" even if the resulting "bodily injury" or "property damage":

- a. Is of a different kind, quality or degree than initially expected or intended; or
- b. Is sustained by a different person, entity, real or personal property, than initially expected or intended.

However, this Exclusion **E.1.** does not apply to "bodily injury" resulting from the use of reasonable force by an "insured" to protect persons or property;

2. "Business"

- a. "Bodily injury" or "property damage" arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured".

This Exclusion **E.2.** applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

3. Professional Services

"Bodily injury" or "property damage" arising out of the rendering of or failure to render professional services;

4. Premises Not An "Insured Location"

"Bodily injury" or "property damage" arising out of a premises:

- a. Owned by an "insured";
- b. Rented to others by an "insured";

5. War

"Bodily injury" or "property damage" caused directly or indirectly by war, including the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike act by a military force or military personnel; or
- c. Destruction, seizure or use for a military purpose.

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

6. Communicable Disease

"Bodily injury" or "property damage" which arises out of the transmission of a communicable disease by an "insured";

7. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse

"Bodily injury" or "property damage" arising out of sexual molestation, corporal punishment or physical or mental abuse; or

8. Controlled Substance

"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

9. Fungi

Caused by, arising out of, aggravated by or resulting from "fungi", wet or dry rot, or bacteria. This exclusion includes any liability imposed on the insured by any government authority for any loss or damage caused by, arising out of, aggravated by or resulting from "fungi", wet or dry rot, or bacteria.

F. Personal Liability does not apply to:

1. Liability:

- a. For any loss assessment charged against you as a member of an association, corporation or community of property owners;
- b. Under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:
 - (1) That directly relate to the ownership, maintenance or use of an "insured location"; or
 - (2) Where the liability of others is assumed by you prior to an "occurrence";
 unless excluded in **a.** above or elsewhere in this

policy;

2. "Property damage" to property owned by an "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, 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. "Property damage" to property rented to, occupied or used by or in the care of an "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;
4. "Bodily injury" to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under any:
 - a. Workers' compensation law;
 - b. Non-occupational disability law; or
 - c. Occupational disease law;
5. "Bodily injury" or "property damage" for which an "insured" under this policy:
 - a. Is also an insured under a nuclear energy liability policy issued by the:
 - (1) Nuclear Energy Liability Insurance Association;
 - (2) Mutual Atomic Energy Liability Underwriters;
 - (3) Nuclear Insurance Association of Canada;
 or any of their successors; or
 - b. Would be an insured under such a policy but for the exhaustion of its limit of liability; or
6. "Bodily injury" to you or an "insured" as defined under Definitions **5.a.** or **b.**
This exclusion also applies to any claim made or suit brought against you or an "insured":
 - a. To repay; or
 - b. Share damages with;
another person who may be obligated to pay damages because of "bodily injury" to an "insured".

G. Medical Payments To Others does not apply to "bodily injury":

1. To any person eligible to receive benefits voluntarily provided or required to be provided under any:
 - a. Workers' compensation law;
 - b. Non-occupational disability law; or
 - c. Occupational disease law;
2. From any:
 - a. Nuclear reaction;
 - b. Nuclear radiation; or
 - c. Radioactive contamination;
 all whether controlled or uncontrolled or however caused; or
 - d. Any consequence of any of these; or
3. To any person regularly residing on any part of the "insured location".

SECTION II – ADDITIONAL COVERAGES

We cover the following in addition to the limits of liability:

A. Claim Expenses

We pay:

1. Expenses we incur and costs taxed against an "insured" in any suit we defend;
2. Premiums on bonds required in a suit we defend, but not for bond amounts more than the **Personal Liability** limit of liability. We need not apply for or furnish any bond;
3. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or suit; and
4. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.
5. Prejudgment interest awarded against an "insured" on that part of the judgment we pay. Any prejudgment interest awarded against an "insured" is subject to the applicable Pennsylvania Rules of Civil Procedure.

B. First Aid Expenses

We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this policy. We will not pay for first aid to an "insured".

C. Damage To Property Of Others

1. We will pay, at replacement cost, up to \$1,000 per "occurrence" for "property damage" to property of others caused by an "insured".
2. We will not pay for "property damage":
 - a. To the extent of any amount recoverable under Section I;
 - b. Caused intentionally by an "insured" who is 13 years of age or older;
 - c. To property owned by an "insured";
 - d. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
 - e. Arising out of:
 - (1) A "business" engaged in by an "insured";
 - (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or
 - (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or "motor vehicles".

SECTION II – CONDITIONS

A. Limit Of Liability

Our total liability under **Personal Liability** for all damages resulting from any one "occurrence" will not be more than the **Personal Liability** limit of liability shown in the Declarations. This limit is the same regardless of

the number of "insureds", claims made or persons injured. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence".

Our total liability under **Medical Payments To Others** for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the **Medical Payments To Others** limit of liability shown in the Declarations.

B. Severability Of Insurance

This insurance applies separately to each "insured". This condition will not increase our limit of liability for any one "occurrence".

C. Duties After "Occurrence"

In case of an "occurrence", you or another "insured" will perform the following duties that apply. We have no duty to provide coverage under this policy if your failure to comply with the following duties is prejudicial to us. You will help us by seeing that these duties are performed:

1. Give written notice to us or our agent as soon as is practical, which sets forth:
 - a. The identity of the policy and the "named insured" shown in the Declarations;
 - b. Reasonably available information on the time, place and circumstances of the "occurrence"; and
 - c. Names and addresses of any claimants and witnesses;
2. Cooperate with us in the investigation, settlement or defense of any claim or suit;
3. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence";
4. At our request, help us:
 - a. To make settlement;
 - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
 - c. With the conduct of suits and attend hearings and trials; and
 - d. To secure and give evidence and obtain the attendance of witnesses;
5. With respect to **C. Damage To Property Of Others** under Section II – Additional Coverages, submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in an "insured's" control;
6. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".

D. Duties Of An Injured Person – Medical Payments To Others

1. The injured person or someone acting for the injured

person will:

- a. Give us written proof of claim, under oath if required, as soon as is practical; and
 - b. Authorize us to obtain copies of medical reports and records.
2. The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

E. Payment Of Claim – Medical Payments To Others

Payment under this coverage is not an admission of liability by an "insured" or us.

F. Suit Against Us

1. No action can be brought against us unless there has been full compliance with all of the terms under this Section II.
2. No one will have the right to join us as a party to any action against an "insured".
3. Also, no action with respect to **Personal Liability** can be brought against us until the obligation of such "insured" has been determined by final judgment or agreement signed by us.

G. Bankruptcy Of An "Insured"

Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this policy.

H. Other Insurance

If a loss covered by this policy is also covered by other insurance, the insurance provided under this policy will be primary in all instances.

I. Policy Period

This policy applies only to "bodily injury" or "property damage" which occurs during the policy period.

J. Concealment Or Fraud

We do not provide coverage to an "insured" who, whether before or after a loss, has:

1. Intentionally concealed or misrepresented any material fact or circumstance;
 2. Engaged in fraudulent conduct; or
 3. Made false statements;
- relating to this insurance.

SECTIONS I AND II – CONDITIONS

A. Liberalization Clause

If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance 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 stated in the Declarations.

This Liberalization 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.

B. Waiver Or Change Of Policy Provisions

A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.

C. Cancellation

1. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
2. We may cancel this policy only for the reasons stated below by notifying the "insured" named in the Declarations in writing of the date cancellation takes effect. This cancellation notice may be delivered to or mailed to the "insured" named in the Declarations at the mailing address shown in the policy or at a forwarding address. Proof of mailing will be sufficient proof of notice.

- a. When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by notifying the "insured" named in the Declarations at least 30 days before the cancellation takes effect.
- b. When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel only for one or more of the following reasons by notifying the "insured" named in the Declarations at least 30 days prior to the proposed cancellation date:

- (1) This policy was obtained through material misrepresentation, fraudulent statements, omissions or concealment of fact material to the acceptance of the risk or to the hazard assumed by us;
- (2) There has been a substantial change or increase in hazard in the risk assumed by us subsequent to the date the policy was issued;
- (3) There is a substantial increase in hazard insured against by reason of willful or negligent acts or omissions by the "insured";
- (4) The "insured" has failed to pay the premium by the due date, whether payable to us or to our agent or under any finance or credit plan; or

This provision shall not apply if the named "insured" has demonstrated by some overt action to us or to our agent that the "insured" wishes the policy to be cancelled.

Delivery of such written notice by us to the "insured" named in the Declarations at the mailing address shown in the policy or at a forwarding address shall be equivalent to mailing.

3. When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be:
 - a. Fully earned if the policy has been in effect for 60 days or more and you cancel the policy.

- b. Refunded pro rata if:

- (1) We cancel the policy; or

- (2) You cancel the policy and the policy has been in effect less than 60 days.

4. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

D. Nonrenewal

We will not fail to renew this policy except for one of the reasons referred to in **C. Cancellation** above. We may refuse to renew for one of the listed reasons by mailing to the "insured" named in the Declarations at the mailing address shown in the policy or at a forwarding address, written notice at least 30 days prior to the expiration date of this policy.

This provision does not apply if:

1. We have indicated our willingness to renew and the "insured" has failed to pay the premium by the due date; or
2. The named "insured" has indicated to us or our agent that the "insured" does not wish the policy to be renewed.

Delivery of such written notice by us to the "insured" named in the Declarations at the mailing address shown in the policy or at a forwarding address shall be equivalent to mailing.

E. Assignment

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

F. Subrogation

An "insured" may waive in writing before a loss all 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.

If an assignment is sought, an "insured" must sign and deliver all related papers and cooperate with us.

Subrogation does not apply to **Medical Payments To Others** or Paragraph **C. Damage To Property Of Others** under Section **II – Additional Coverages**.

G. Death

If any person named in the Declarations or the spouse, if a resident of the same household, dies, the following apply:

1. We insure the legal representative of the deceased but only with respect to the property of the deceased covered under the policy at the time of death; and
2. Insurance under this policy will continue as provided in **a.** or **b.** below, whichever is later:

- a. For 180 days after your death regardless of the policy period shown in the Declarations, unless your property, covered under the policy at the time of your death, is sold prior to that date; or
- b. Until the end of the policy period shown in the Declarations, unless your property, covered

under the policy at the time of your death, is sold prior to that date.

Coverage during the period of time after your death is subject to all the provisions of this policy including payment of any premium due for the policy period shown in the Declarations and any extension of that period;

3. "Insured" includes:

- 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"; and
- b.** With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

DEFINITIONS

A. In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We", "us" and "our" refer to the Company providing this insurance.

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

1. "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability" and "Watercraft Liability", subject to the provisions in **b. below, mean the following:**

a. Liability for "bodily injury" or "property damage" arising out of the:

- (1)** Ownership of such vehicle or craft by an "insured";
- (2)** Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
- (3)** Entrustment of such vehicle or craft by an "insured" to any person;
- (4)** Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or
- (5)** Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.

b. For the purpose of this definition:

- (1)** Aircraft means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;
- (2)** Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
- (3)** Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor; and
- (4)** Motor vehicle means a "motor vehicle" as defined in **6.** below.

2. "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.

3. "Business" means:

- a.** A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
- b.** Any other activity engaged in for money or other compensation, except the following:
 - (1)** One or more activities, not described in **(2)** through **(4)** below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
 - (2)** Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
 - (3)** Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
 - (4)** The rendering of home day care services to a relative of an "insured".

4. "Insured" means you while a participant in a college or university sponsored program.

5. "Insured location" means:

- a.** The "residence premises"; or
- b.** The part of other premises, other structures and grounds used by you as a residence; and
 - (1)** Which is shown in the Declarations; or
 - (2)** Which is acquired by you during the policy period for your use as a residence;
- c.** Any premises used by you in connection with a premises described in **a.** and **b.** above; or
- d.** Any part of a premises:
 - (1)** Not owned by an "insured"; and
 - (2)** Where an "insured" is temporarily residing;

6. "Motor vehicle" means:

- a.** A self-propelled land or amphibious vehicle; or
- b.** Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in **a.** above.

7. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:

- a.** "Bodily injury"; or
- b.** "Property damage".

8. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.

9. "Residence premises" means:

- a.** The one family dwelling where you reside;
- b.** The two, three or four family dwelling where you reside in at least one of the family units; or
- c.** That part of any other building where you reside including other structures and grounds

10. "Fungi" means any type or form of fungus, including but not limited to, all forms of mold or mildew, and any mycotoxins, spores, scents, vapors, gas, or substance,

including any byproducts, produced or released by
"fungi".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**FOREIGN PERSONAL PROPERTY
POLICY TERRITORY AND JURISDICTION**

It is hereby understood and agreed that **COVERAGE I: PERSONAL PROPERTY AND PERSONAL EFFECTS INSURANCE**, Section **E. Territorial Limits**, is deleted in its entirety and replaced by the following:

E. Territory

Coverage is provided Worldwide, excluding: The United States of America*, its territories and possessions*, Puerto Rico, Canada*, Cuba, Iran, Iraq, Libya, North Korea and any country or territory against which the Government of the United States of America has established embargoes or sanctions.

* Coverage for personal property is provided in the USA or Canada, for a period not exceeding thirty days, when the insured returns from an overseas residence.

It is further understood and agreed that **COVERAGE II: COMPREHENSIVE PERSONAL LIABILITY INSURANCE**, is amended to include the following:

Jurisdiction

The company shall have the right and duty to defend any lawsuit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the lawsuit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or lawsuit as it deems expedient, provided that the claim or lawsuit is not brought in the following countries or territories:

- (a) any jurisdiction in which this policy may be prohibited by statute, regulation or local laws, or
- (b) Cuba, Iran, Iraq, Libya, North Korea or any country or territory for which a United States of America Governmental embargo, sanction or ban is in effect.

With respect to claims brought or lawsuits litigated within the countries in (a) above, the company shall have the right but not the duty to investigate, settle or defend any claim made or lawsuit brought against the insured. The insured shall arrange for the investigation and defense as are reasonably necessary and shall effect such settlement as they are legally obligated. Upon reasonable proof, the company shall reimburse the insured for the reasonable costs of such investigation, defense and the amount of any settlement.

With respect to claims brought or lawsuits litigated within the countries in (b) above, it is agreed that no coverage is provided under this policy, unless the existing United States of America governmental embargoes or sanctions prohibiting the transactions of business with or within those countries are removed for any reason, or no longer operate to prevent the conduct of business with or within those countries. For purposes of this clause, "transactions of business" is understood to include, but not be limited to, the ability of the company to conduct claims investigations.

The company shall not be obligated to pay any claim or judgment or to defend any lawsuit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Nothing herein contained shall be held to vary, alter, waive, or change any of the terms, limits, or conditions of the Policy, except as herein above set forth.

**CHARTIS PERSONAL LINES PLUS+ PRODUCT
PERSONAL EXTENDED PROTECTION POLICY**

POLICY WORDING

Please read the entire policy to determine **your** rights, duties and what is and what is not covered.

Words with special meanings are defined in the Definitions section or in the part of the policy where they are used. Throughout the policy, defined terms will be **bold** when used.

I. INSURANCE AGREEMENT

We will provide the insurance described in the policy in return for the premium and compliance with all applicable provisions of this policy.

The specific coverage applies only when there is a corresponding limit of coverage and premium indicated on the policy Declaration page.

II. POLICY DEFINITIONS

This section is applicable to all coverage sections of the policy.

- A. You and Your** means:
1. The “named insured” shown in the Declaration page; and
 2. The legally married spouse or dependent children under age 21 (twenty-one), living with **you** in **your** home.
- B. We, Company, Us, and Our** means the insurance company providing coverage.
- C. Relative** means **your** legally married spouse, parent, step-parent, parent in-law, grandparent, child, stepchild, legally adopted child, grandchild, brother, brother in-law, sister, sister in-law, son in-law, daughter in-law, uncle, aunt, niece, nephew, and first cousin.
- D. Policy period** means the period of time **you** are covered by this insurance from the effective date to the expiration date.
- E. Money** means currency, coins and bank notes in current use and having a face value.
- F. Payment card** means an **ATM** card, credit card, charge card or debit card issued by a qualified financial institution for personal use only.
- G. ATM** means automatic teller machine.
- H. Business** means **Your** employment, trade, profession or occupation
- I. Lost or Stolen** means having been inadvertently lost or having been stolen by a third party without **your** assistance, consent or co-operation.
- J. Check(s)** means any bank draft drawn against deposited funds to pay a specific sum to a specified payee on demand other than drafts with a stamped signature.

K. Residence means the place that is shown as the “insured mailing address” on the Declaration page.

L. Business means:

1. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
2. Any other activity engaged in for money or other compensation.

III. COVERAGES

A. PERSONAL IDENTITY PROTECTION

This section is applicable only to coverage section A of the policy.

Coverage Definitions

1. **Identity Theft** means the unauthorized and/or illegal use of **your** personal information such as **your** name or social security number to open **credit accounts** and/or bank accounts that **you** did not authorize.
2. **Credit Accounts** means any credit arrangements from a qualified financial institution for personal use, such as credit card account, car/home loan account.
3. **Indemnity and Limits of Liability** means the maximum amount of money payable to **You** by **Us** as described in this policy
4. **Suit** means a civil proceeding seeking monetary damages as a result of **identity theft**, or a criminal proceeding in which **you** are charged with illegal acts committed by someone else while engaged in the theft of **your** identity
5. **Robbery** means the unlawful taking of **money** or other property from **your** care and custody by one who has caused or threatened **you** with bodily harm and has committed an illegal or violent act.
6. **Bodily injury** means bodily harm, sickness or disease, including required care, loss of services and death that result.
7. **Replacement cost** means the amount it would cost to replace an item at current prices.
8. **Personal Papers** means identification documents issued by **your** country, state or province including but not limited to **your** driver’s license and passport.
9. **Transportation tickets** means the tickets purchased for bus, subway or other type of public or private transportation.

1. Identity theft

I. What We Cover

We will pay for **Your** expenses up to \$5,000 resulting from **Your** efforts to resolve **Your Identity Theft** that takes place during the **Policy Period**, and expenses can be submitted up to 12 months after the **Policy Period**. The following expenses are covered:

1. **Legal Expenses** – We will reimburse **You** for costs up to \$3,000 for reasonable attorney and court fees incurred by **You** for:
 - a. Defending any **Suit** brought against **You** by a creditor or collection agency or someone acting on their behalf as a result of the **Theft of Your Identity**
 - b. Removing any civil or criminal judgment wrongfully entered against **You** as a result of the **Identity Theft**; and,
 - c. Challenging the accuracy or completeness of any information in **Your** consumer credit report provided this information is inaccurate and falsely provided to the credit agency or financial institution as a result of **Identity Theft**
2. **Lost Wages** – We will reimburse **You** for time taken from work solely as a result of **Your** efforts to correct **Your** financial records that have been altered due to **Identity Theft**. Payment of lost wages includes compensation for whole or partial unpaid workdays but not for vacation days or sick days or any cost arising from time taken from self-employment. **You** must take these unpaid days during the **Policy Period** or within 12 months of this policy's expiration date, and payment is subject to a maximum \$250 a day for a maximum period of 10 days.
3. **Payment Cards, Bank Accounts, and Other Credit Accounts** – If an account is opened in **Your** name without **Your** authorization, We will pay for **Your** actual loss, up to \$50 per card with a total maximum limit of \$500 for **Your** legal obligation to pay a creditor when the account was created as part of **Your Identity Theft**
4. **Miscellaneous Expenses**
 - a. Costs incurred by **You** for re-filing applications for loans or other credit or debt accounts that are rejected solely because the lender received incorrect information as a result of **Identity Theft**
 - b. Costs for notarizing documents related to **Your Identity Theft**, long distance telephone calls, and certified mail reasonably incurred as a result of **Your** efforts to report an **Identity Theft** or to correct **Your** financial and credit records that have been altered as a result of **Your Identity Theft**
 - c. Cost incurred to contest the accuracy or completeness of any information contained in **Your** credit history following **Your Identity Theft**
 - d. Costs incurred by **You** for a maximum of 4 (four) credit reports from an entity approved by **Us**. The credit reports shall be requested during the **Policy Period** or the extended claim period. The first credit report may not be requested until after the discovery of the **Identity Theft**.

DEDUCTIBLE

You will be responsible for paying the first \$250 of any claim. **You** will only have to pay one deductible per **Identity Theft** during the **Policy Period**.

II. Coverage Exclusions

We will not pay for any expenses or loss as a result of:

1. Any dishonest, criminal, malicious or fraudulent acts committed by **You** or a **Relative**, or that **You** or a **Relative** had knowledge of, or if **You** withhold information or conceal material facts related to this policy or to **Your Identity Theft**.
2. Losses that result from business pursuits.
3. Fraudulent **Payment Card** charges and bank transfer charges if they are not related to **Your Identity Theft**.
4. Any physical injury, sickness, disease, disability, shock, mental anguish and mental injury including required care, loss of services or death.
5. Losses that result from the direct actions of a **Relative**, or actions that a **Relative** knew about or planned.
6. **Identity Theft** that occurred before the start of the **Policy Period**.
7. **We** will not cover the reimbursement of fees for stolen **Payment Cards** if **You** have not complied with all terms and conditions under which the cards were issued.
8. Monetary losses other than the out-of-pocket expenses related to the resolution of **Your Identity Theft** outlined in this policy. This includes fraudulent **Payment Card** charges.

III. Coverage Conditions

1. The account must have been opened in **Your** name without **Your** authorization
2. **You** must notify both **Your** financial institution(s) and local law enforcement agencies upon discovering the **Identity Theft** within 24 hours of discovering the theft
3. Any false charge or withdrawal must be verified by **Your** financial institution. Coverage for false charges is limited to the amount **You** are held liable for by the financial institution subject to the \$5,000 limit
4. **We** shall be permitted to inspect **Your** books and financial records
5. **You** will cooperate with **Us** and help **Us** to enforce any legal rights **You** or **We** may have in relation to **Your Identity Theft**. This may include **Your** attendance at depositions, hearings and trials, and giving evidence as necessary to resolve **Your Identity Theft**
6. **You** will only have to pay one deductible per **identity theft** occurrence during the **policy period**.

IV. Duties After An Accident or Loss

In the event of a covered loss **you** shall:

1. Call **Us** at 212.770.2807 to make a claim
2. File a police report within 24 hours of discovering the **Identity Theft**
3. Notify **Your** bank(s), **Payment Card** company(s) and other accounts of the **Identity Theft** within 24 hours of discovering the **Identity Theft**
4. Fill out and return any claims forms including an authorization for **Us** to obtain records and other information such as credit reports, if applicable
5. If **You** make a claim for lost wages, **We** will ask **You** to submit proof from **Your** employer that **You** took unpaid days off, and **You** must have this information notarized. **You** must also provide proof that it was necessary to take time away from work
6. Send **Us** copies of any demands, notices, summonses, complaints, or legal papers received in connection with a covered loss
7. Take all reasonable and prudent action to prevent further damage to **Your** identity.
8. **You** must make the claim within six months from the expiration date of this policy.

2. Fraudulent charge

I. What We Cover

If **your payment card** is **lost or stolen**, we will reimburse the unauthorized charges that **you** are responsible for on **your lost or stolen payment card**, up to 12 hours *prior to your first reporting the event* to **your payment card** issuer(s). Applicable coverage is limited to \$500 per occurrence.

II. Coverage Exclusions

We will not pay for any expenses or loss for:

1. Charges made on **your lost or stolen payment card** more than 12 hours prior to **your** first reporting the event to **your payment card** issuer(s);
2. Charges made on **your lost or stolen payment card** after **you** first reported the event to **your payment card** issuer(s);
3. Charges made on **your payment card** if **your payment card** has not been lost or stolen;
4. Cash advances made with **your lost or stolen payment card**;
5. Charges incurred by a resident of **your** household, or by a person entrusted with **your payment card**.

III. Coverage Conditions

1. We will only pay for unauthorized charges for which **you** are responsible under the terms and conditions of **your payment card**.
2. **You** must report the loss or theft of **your payment card** to the issuer(s) and to **us** within 24 hours after discovering **your lost or stolen payment card** event.
3. **You** must comply with all terms and conditions by which **your payment card** is issued.

IV. Duties After An Accident or Loss

In the event of a covered loss:

1. **You** shall call **us** at 212-770-0012 to make a claim and obtain the proper forms and instructions within 24 hours from discovering an unauthorized charge was made on **your lost or stolen payment card**;
2. **You** shall complete and return any documents including but not limited to claim forms, police reports, demands, notices, and any other documents **we** may ask **you** to provide;
3. The claims form and accompanying documents must be returned to **us** within 7 days of making the original claim.

3. ATM assault and robbery

I. What We Cover

1. **ATM Robbery** – We will reimburse **you** for the **money you** withdrew from any **ATM** around the world using **your payment card** against a **robbery** event that occurs within

- 15 minutes of the withdrawal of the **money**.
2. **Bodily Injury** – **We** will reimburse **you** for reasonable emergency first aid charges for bodily injury during a **robbery** that is covered by **our** ATM assault and robbery coverage.
 3. Applicable coverage is limited to \$250 per occurrence.

II. Coverage Exclusions

We will not pay for any:

1. damages and/or liabilities to any third parties;
2. damages or losses to anything other than the **money you** withdrew from **your** account;
3. damages and/or liabilities that happened before or after the covered **robbery** period;
4. charges for emergency first aid to anyone other than **you**.

III. Coverage Condition

You must provide an official police report that indicates the incident happened within the covered time frame in order for us to pay the claim; unless you are legally incapable of doing so.

IV. Duties After An Accident or Loss

In the event of a covered loss:

1. **You** shall contact **us** at 212-770-0012 within 24 hours from the **robbery** to obtain a claims form and instruction;
2. **You** shall complete, sign and return the form with the appropriate documents which include but are not limited to medical bills, police reports, and any other documents **we** may ask **you** to provide;
3. The claims form and accompanying documents must be returned to **us** within 7 days of making the original claim.

4. Lost wallet coverage

I. What **We** Cover

We will cover **you** for the following when **your** wallet is **lost or stolen**:

1. **Replacement costs** for the **lost or stolen** wallet as well as the **personal papers, payment cards, and money** (subject to a \$100 limit) that were in the wallet;
2. Application fees for applying for new **personal papers** and/or **payment cards**.
3. Applicable coverage is limited to \$250 per occurrence, with a \$100 limit on **money** only.

II. Coverage Exclusions

We will not cover:

1. **Check(s), transportation tickets, money** in excess of \$100 or other similar items that were in the **lost or stolen** wallet other than **your personal papers** and **payment cards**;

2. losses that are caused by any events other than **lost or stolen**, such as fire, water, normal wear and tear, manufacturing defects, vermin, insects, cleaning or repairs, or similar events;
3. accidental damage to **your** wallet and items inside;
4. any fraudulent/unauthorized charges on the **lost or stolen payment cards**;
5. any **identity theft** related costs that are caused by **lost or stolen personal papers or payment cards**.
6. Losses that result from the direct actions of a **relative**, or actions that a **relative** knew of or planned.

III. Coverage Condition

You must provide an official police report that indicates the incident happened within the covered time frame in order for us to pay the claim; unless you are legally incapable of doing so.

IV. Duties After An Accident or Loss

In the event of a covered loss:

1. **You** shall contact **us** at 212-770-0012 within 24 hours from the discovery of the incident to obtain a claims form and instruction;
2. **You** must file a police report within 24 hours from the discovery of the incident;
3. **You** shall complete, sign and return the form with the appropriate documents which include but are not limited to receipts, police reports, and any other documents **we** may ask **you** to provide;
4. The claims form and accompanying documents must be returned to **us** within 7 days of making the original claim.

B. PERSONAL TRAVELING PROTECTION

This section is applicable only to coverage section B of the policy.

Coverage Definitions

1. **Personal Trip** means any travel with a distance that is greater than 50 miles or 80 kilometers for non **business** activities, such as personal vacations, visiting friends or **relative(s)**.
2. **Travel time** means the time period from when **you** leave **your** place of **residence** to commence the **personal trip** to the time of return to **your** place of **residence** on completion of **your personal trip**. In respect of a one-way **personal trip** only, it will end at the time the common carrier **you** took arrives at its destination.
3. **Property damage** means physical injury to, destruction of, or loss of use of tangible property.
4. **Burglary** means the taking of **your** property by a person or persons who illegally entered the premises using force or violence of which there shall be visible signs of entry.
5. **Replacement cost** means the amount it would cost to replace an item at current prices.

1. Home protection while you are away

I. What We Cover

We will cover the damage, disappearance or destruction of the following items due to **burglary at your residence during your personal trip travel time**:

1. **your** furniture, clothes, electrical and stereo equipment up to a limit of \$10,000 per occurrence, and
2. **your money** and **check(s)** up to a limit of \$500 per occurrence.

II. Coverage Exclusions

We will not pay for:

1. losses that occurred when **your travel time** is longer than four (4) weeks;
2. losses to personal effects **you** have carried with **you** during the **personal trip**;
3. losses to any other items that are not listed under the “What **We** Cover” section;
4. losses that are due to events other than **burglary**, including but not limited to fire, smoke, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, or other acts of god;
5. losses due to or related to a nuclear, biological or chemical event.

III. Coverage Conditions

1. For a covered **personal trip**, the coverage commences when **you** leave **your** place of **residence** to commence the **personal trip** and will terminate with whichever of the following occurs first: the time of return to **your** place of **residence** on completion of **your personal trip** or the expiry of the policy. In any event coverage will not commence more than 24 hours prior to the booked departure time and will cease 24 hours after **your** actual return time.
2. Electrical and stereo equipment includes TVs, CD/DVD players, stereo sets, computers, and refrigerators.
3. **You** must provide an official police report that indicates the incident happened within the covered time frame in order for us to pay the claim; unless you are legally incapable of doing so.
4. In no event will **we** pay more than the **replacement cost** of the covered item.

IV. Duties After An Accident or Loss

In the event of a covered loss:

1. **You** shall call **us** at 212-770-0012 within 24 hours of discovering the loss to report the claim and obtain the proper forms and instructions;
2. **You** shall call the police within 24 hours of discovering the loss to report the incident and obtain the police report;
3. **You** shall complete and return any necessary documents including but not limited to claim forms, police reports, demands, notices, and any other documents **we** may ask **you** to provide;
4. The claims form and accompanying documents must be returned to **us** within 7 days of making the original claim.

C. PERSONAL ASSURANCE PROTECTION

This section is applicable only to coverage section C of the policy.

Coverage Definitions

1. **A Printed Advertisement** is an advertisement appearing in a newspaper, magazine, store circular, or catalog which states the authorized dealer or store name, item (including model number), and lower price as well as the applicable dates.
2. **Break-in** means to enter someone's property illegally by actual force or violence of which there shall be visible marks made at the place of such entry by electricity or chemicals as well as by tools or explosives, usually with the intent to steal or commit a violent act.
3. **Vehicle** means **your** car, truck, jeep, motorcycle, recreational vehicle, or camper.

1. Key replacement coverage

I. What We Cover

1. Key Replacement – **We** will reimburse **you** for the cost of replacing **your residence** and/or **your vehicle** keys which are **lost or stolen**. The covered cost is limited to the money **you** paid to a locksmith to produce a new key.
2. **Break-in** Protection – **We** will reimburse **you** for the cost of replacing **your** locks and keys if **your residence** or **your vehicle** is broken into. The covered costs include the labor cost for replacing the lock.
3. Lock Out Reimbursement – **We** will reimburse **you** for the cost of obtaining a locksmith if **you** are locked out of **your residence** or **your vehicle** due to the loss or theft of **your** keys.
4. Rental Car Reimbursement – **We** will cover the reasonable cost of a rental car if **your vehicle** keys are **lost or stolen** and it will take more than 24 hours to replace them;
5. Applicable coverage is limited to \$250 per occurrence.

II. Coverage Exclusions

We will not pay for:

1. costs other than those listed in the “What **We** Cover” section;
2. costs associated with **lost or stolen** keys for a **residence** other than **your** primary **residence**;
3. The cost to replace keys to **vehicles** that **you** do not own for personal use;

III. Coverage Conditions

For **break-in** protection claims, **you** must provide an official police report that indicates the incident happened within the covered time frame in order for us to pay the claim; unless you are legally incapable of doing so.

IV. Duties After An Accident or Loss

In the event of a covered loss:

1. **You** shall call **us** at 212-770-0012 to make a claim and obtain the proper forms and instructions;
2. **You** shall file a police report within 24 hours of discovering a covered incident;
3. **You** shall fill out and return any claims forms and accompanying documents including police reports (where necessary), receipts for replacing locks and/or keys, and any other documents **we** may ask **you** to provide;
4. The claims form and accompanying documents must be returned to **us** within 7 days of making the original claim.

IV. POLICY EXCLUSIONS

This section is applicable to all coverage sections of the policy.

We will not cover the following:

1. Losses that do not occur within the policy period;
2. Losses that result from or related to **business** pursuits including **your** work or profession;
3. Losses caused by illegal acts;
4. Losses that **you** have intentionally caused;
5. Losses that result from the direct actions of a **relative**, or actions that a **relative** knew of or planned.
6. Losses due to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion, uprising, military or usurped power, martial law, terrorism, riot or the act of any lawfully constituted authority.
7. Losses due to the order of any government, public authority, or customers' officials.

V. POLICY CONDITIONS

This section is applicable to all coverage sections of the policy.

1. **Arbitration**
Any dispute regarding the terms of this contract including any question regarding its existence, validity or termination will be referred to and resolved by arbitration in the insuring country in accordance with the Arbitration Rules of the insuring country during the term of this contract.
2. **Excess of Other Insurance Coverage**
Coverages provided by this policy are **EXCESS**; this means that if, at the time of occurrence, **you** have other valid and collectible insurance - such as but not limited to homeowner's or

renter's insurance – this policy will only cover that amount not covered by such other insurance, up to the limits of the specific coverage. If the event is covered by more than one of the policy coverages, **we** will only pay the amount from the coverage under which **you** first filed the claim.

3. Premium

Premium paid for the Personal Extended Protection Package is fully earned and will not be refunded in the event of interim policy cancellation.

4. Governing Law

This Policy shall be governed by the law of the insuring country.

5. Policy Period

The maximum policy period for this policy is one year. This coverage will continue as long as the premium is paid, except if coverage is otherwise cancelled under this policy.

6. Concealment or Fraud

This entire policy will be voided, whether before or after the loss, if **you** willfully concealed or misrepresented any material fact or circumstance concerning this insurance or provided fraudulent information to **us**.

7. **You** must use all reasonable means to avoid future loss at and after the time of loss.

8. Sanctions

The coverage provided by this policy shall be null and void if it violates U.S. economic or trade sanctions such as, but not limited to, the sanctions administered and enforced by the Office of Foreign Assets Control (“OFAC”) of the U.S. Treasury Department.

9. Insurance coverage provided by a binder, certification of insurance or other evidence of insurance that violates economic or trade sanctions, as defined above, shall be null and void. Similarly, any claims arising under any policy, binder, certificate of insurance or other evidence of insurance issued to any party, entity or beneficiary that violates U.S. economic or trade sanctions shall be barred pursuant to the requirements of the sanction.

10. This exclusion applies pari passu to coverage directly affected by any sanctions issued by any other country.

11. Duties After an Accident or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the duties that are detailed in each coverages section. **You** are required to cooperate with us in investigating, evaluating and settling a claim.

VI. POLICY DEDUCTIBLE

This section is applicable to all coverage sections of the policy.

Subject to the policy limits that apply, **we** will pay only that part of the total of all covered loss that exceeds the deductible amount shown within the Policy.

VII. POLICY LIMITATION

This section is applicable to all coverage sections of the policy.

For each of the coverage, **we** will pay up to the maximum amount per occurrence and per **policy period** as shown on the Declaration page.

VIII. POLICY CANCELLATION/CHANGES

This section is applicable to all coverage sections of the policy.

1. **Your** Cancellation

You may cancel this policy or any part of it at any time by notifying **us** in writing 10 days before the date that the cancellation is to take effect.

When this policy is canceled,

- if **you** have not made a claim during the **policy period**, the premium for the period from the date of cancellation to the expiration date will be refunded using short rated methodology.
- if **you** have had a claim during the **policy period**, the premium for the period from the date of cancellation to the expiration date will be refunded using short rated methodology.

2. **Our** Cancellation

We may cancel this policy or any part of it at any time by giving **you** 30 days notice in writing. This notice will be posted to **you** at the last mailing address shown on the Declaration page. When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded using prorated methodology.

We may cancel this policy with 10 days notice if **you** fail to pay the premium by the due date, regardless of whether the premium is payable to **us**, to **our** agent or under any finance or credit plan.

3. Changes

You must notify **us** within 10 days of any change in circumstance which will affect this insurance.

If **we** are advised by **you** of any change in circumstance which will affect this insurance, **we** reserve the right to amend any of the terms or conditions of this insurance following at least 10 days notice to **you** by **us**.

No change or modification of this policy shall be effective except when made by written endorsement signed by **our** authorized representative.