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RENTERS PROTECTION POLICY

PERSONAL PROPERTY FORM

PERSONAL PROPERTY

Personal Property describes the coverage **you** have in the event of loss to your household goods and other **personal property**.

This policy is not complete without the **General Provisions** and **Quick Reference**. Coverage is in effect only when the Declarations page shows a premium and limit of liability for **Personal Property**.

PROPERTY WE COVER

Subject to the **Property We Do Not Cover** and **Losses We Do Not Cover** provisions in this policy, we cover tangible **personal property** anywhere in the world owned by:

1. Any **insured** or
2. Someone else when it is at **your** residence or in **your** custody.

DEDUCTIBLE

Unless otherwise noted in this policy, we will pay only that amount of a covered loss that exceeds the **deductible** amount shown on the Declarations page.

DOLLAR LIMITS ON SOME PROPERTY

The **dollar limit** shown below for each group is the most we will pay in the event of a claim for a loss to one or more items in that group.

1. \$3,000 for motorized golf carts and their equipment and accessories.
2. \$2,500 for theft of silverware, silver-plated ware, goldware, gold-plated ware and pewterware.
3. a. \$2,500 for business property at **your** residence.
b. \$250 for business property away from **your** residence.
4. \$2,000 for theft of firearms and their equipment and accessories.
5. \$1,000 for theft of jewelry, watches, furs and precious and semi-precious stones.
6. \$1,000 for securities, accounts, deeds, evidences of debt, personal records, letters of credit, notes other than bank notes, manuscripts, passports, airline or other transportation tickets, stamps including postage stamps, and other philatelic property.

This limit applies to these categories regardless of the medium. This limit includes the cost to research, replace or restore the information from the lost or damaged material.

7. \$1,000 for trailers not used with watercraft.

8. \$1,000 for watercraft including their trailers, their attached equipment and accessories, and outboard motors.
9. \$200 for money, bank notes, digital currency, bullion, gold other than goldware, silver other than silverware, platinum, coins, medals, food stamps, gasoline coupons and tokens.
10. \$1,500 for all **bicycles**, per loss. If the replacement value of the **bicycle** exceeds \$250, the **bicycle** must be secured with a lock when not in use. If the **bicycle** is in a locked room that is exclusively used by **you**, there is no obligation to use an independent lock.

These limits do not increase the amount of coverage shown on the Declarations page for Personal Property.

PROPERTY WE DO NOT COVER

The following are not covered by this policy:

1. **Aircraft and parts.**
2. **Animals, birds or fish.**
3. **Building materials and supplies for construction, reconstruction or remodeling of a building or structure.**
4. **Any building or structure that is owned by any insured.** This includes any structures, fixtures and fittings permanently attached to the building or structure.
5. **Business data, records, recordings, images and photographs including such data stored in:**
 - a. Books of account, drawings or other paper records; or
 - b. Electronic or digital storage media.

Refer to Other Losses We Cover - Data and image storage media for limited coverage.

6. **Controlled substances** included on Schedule I as defined by 21 United States Code Section 812, and as changed, updated and republished by 21 Code of Federal Regulations Part 1308 at the time of loss. This exclusion applies whether or not the law in the location where the loss occurs allows use or sale of the substance.
7. **Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds.**
8. **Grave markers, including mausoleums.**
9. **Hovercraft and parts.**
10. **Motor vehicle(s).** This includes but is not limited to the following:
 - a. equipment, accessories, and parts while in or upon a **motor vehicle**; or
 - b. any device or instrument for the transmitting, recording, receiving or reproduction of data, sound or pictures when permanently installed in a **motor vehicle**; or
 - c. antennas, cords, tapes, wires, discs or other media designed for use with a device or instrument described in paragraph 10.b above but only while in or upon a **motor vehicle**.

Refer to **Other Losses We Cover - Motor vehicles** and **Dollar Limits on Some Property**, section 1 for limited coverage.

11. **Personal data, records, recordings, images and photographs, regardless of storage media.** This includes songs, movies and other audio or video media that you purchase and download onto a computer or portable electronic media player.

Refer to **Other Losses We Cover - Data and image storage media** for limited coverage.

12. **Personal property of lessees, roomers, roommates, boarders, other tenants, or the guest or servant of any of these.**
13. **Property in the custody of a government mail or private mail or package delivery service.**
14. **Property rented to others or held for rental except property you leave in your permanent residence when you temporarily rent the residence.**

If you temporarily rent **your** permanent residence to others, **we** will not pay for loss to the following:

- a. money, securities, jewelry, watches, gems, precious or semi-precious stones, and items of gold, silver or platinum; and
 - b. **your** property if caused by your tenant, his employee(s) or a member of his household.
15. **Water, steam or gas.**
 16. **Watercraft or Personal watercraft other than rowboats, kayaks and canoes.**

Refer to **Losses We Do Not Cover for other circumstances and conditions** in which this policy restricts or excludes coverage.

LOSSES WE COVER

We insure loss that is sudden and accidental and results in direct physical loss to covered tangible property when caused by any peril listed below, unless this policy restricts or excludes coverage under **Losses We Do Not Cover**.

1. **Aircraft**

This peril means damage caused by impact with:

- a. an **aircraft**, or
- b. self-propelled missiles and spacecraft.

This peril includes damage to **personal property** transported by an **aircraft** only when the **aircraft** itself is first involved in a collision with an object other than the property transported.

2. **Collapse of a building**

This peril means damage to covered **personal property** caused by the **collapse of a building** or any part of a building.

3. **Discharge or overflow of water or steam**

This peril means damage caused by water or steam due to:

- a. accidental discharge or overflow from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system, or from within a household appliance;
- b. 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; or
- c. freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system, or of a household appliance.

Refer to **Losses We Do Not Cover - Gradual seepage and Freezing** for exceptions.

4. **Earthquake**

This peril includes land shock waves or tremors before, during or after a volcanic eruption.

One or more **earthquake** shocks that occur within a 72-hour period will constitute a single loss due to **earthquake**.

5. **Explosion**

6. **Falling objects**

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

7. **Fire or lightning**

This peril includes direct loss by fire resulting from nuclear reaction, nuclear radiation or radioactive contamination.

Refer to **Losses We Do Not Cover - Nuclear hazard** for exceptions.

8. **Flood and water**

a. Flood means:

- (1) the overflow of inland or tidal waters;
- (2) the unusual and rapid accumulation or runoff of surface waters from any source; or
- (3) mudslides that are directly caused by the overflow of inland or tidal waters that resemble a river or liquid and flowing mud on the surface of normally dry land that includes **your residence**, such as when earth is carried by a current of water and deposited along the path of the current.

b. Water means water that backs up through sewers or drains.

Refer to **Losses We Do Not Cover - Gradual seepage and Freezing** for exceptions and **Discharge or overflow of water or steam** for other coverage.

9. **Riot or civil commotion**

10. **Smoke**

This peril means sudden and accidental damage from **smoke**.

Refer to **Losses We Do Not Cover - Accumulative smoke** for exceptions.

11. **Sudden and accidental damage from artificially generated electrical current**

12. **Theft**

This peril includes loss caused by:

- a. loss from a known place and time when it is likely the property has been stolen;
- b. pilferage, larceny, burglary, robbery, holdup and embezzlement; or
- c. attempted theft.

Refer to **Losses We Do Not Cover - Lost or misplaced property** for exceptions.

13. **Vandalism or malicious mischief**

Property is covered against intentional and malicious damage, unless:

- a. by or at the direction of an **insured**, and
- b. with the intent to cause a loss.

14. **Vehicles**

This peril means damage caused by or resulting from an impact with a **motor vehicle**.

This peril includes damage to **personal property** transported by a **motor vehicle** only when the vehicle itself is first involved in a collision with an object other than the property transported.

15. **Volcanic eruption**

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

16. **Wind or hail**

Refer to **Losses We Do Not Cover - Weather** for exceptions.

OTHER LOSSES WE COVER

Except as restricted or excluded under **Losses We Do Not Cover**, this policy includes the following coverages.

1. **Building additions and alterations**

When a premises is rented to or leased by any **insured** as a residence, we will pay for damage from a covered loss to building improvements or installations made or acquired at **your** expense to that part of the residence used exclusively by any insured. **We** will pay no more than 10% of the amount for **Personal Property** shown on the Declarations page.

This coverage applies in addition to that amount shown on the Declarations page for **Personal Property**.

2. **Data and image storage media**

We will cover the cost of blank recording or storage media and of prerecorded computer programs available on the retail market. For business property, we will pay no more than the applicable dollar limit for business property for the blank media.

Refer to **Dollar Limits on Some Property** 3, and **Property We Do Not Cover** 5 and 11 for exceptions.

3. **Debris removal**

We will pay your reasonable expense for the removal of:

- a. debris from or consisting of covered property if damaged because of any peril covered under **Losses We Cover**; or
- b. ash, dust or particles from a volcanic eruption that has caused direct loss to covered property.

This expense is included in the amount of insurance that applies to the damaged property.

When the amount payable for the actual damage plus the expense for debris removal exceeds the amount of insurance for the covered property, an additional 5% of that amount of insurance will be available to cover debris removal expense.

4. **Fire department service charge**

We will pay up to \$500 for **your** liability assumed by contract or agreement for fire department charges incurred when the fire department responds to save or protect covered property from a peril covered under **Losses We Cover**.

This coverage applies in addition to the amount shown on the Declarations page for **Personal Property**.

No **deductible** applies to this coverage.

5. **Fungus, wet or dry rot**

If as a direct result of any peril covered under **Losses We Cover**, we will pay up to:

- a. \$2,500 for:
 - (1) the cost to treat, remove or dispose of **fungus** or **wet or dry rot** from covered property; and/or
 - (2) the cost to test, detect, measure or evaluate air or property to confirm the absence, presence or level of **fungus** or **wet or dry rot** whether performed prior to, during or after removal, repair, restoration or replacement of covered property. **We** will pay for such testing only if there is a reasonable probability for the presence of **fungus**.
- b. \$2,000 for the reasonable and necessary increase in costs that you incur to maintain **your** normal standard of living when the place where you reside is unfit for its normal use due to loss caused by, resulting from, or consisting of **fungus** or **wet or dry rot**.

This coverage applies in addition to the amount of insurance that applies to the covered property.

If covered property is also damaged by another cause of loss that we cover, and not just caused solely by **fungus** or **wet or dry rot**, loss payment will not be limited to the coverage provided for **Fungus, wet or dry rot**. However if **fungus** or **wet or dry rot** causes an increase in the loss, that increase will be subject to the terms of the coverage provided for **Fungus, wet or dry rot**.

No **deductible** applies to this coverage once the policy **deductible** has been met.

Refer to **Losses We Do Not Cover - Fungus** for exceptions.

6. **Identity fraud and financial fraud**

We will pay up to an aggregate of \$5,000 for all loss and defense costs resulting from:

- a. the legal obligation of any insured to pay because of the theft or unauthorized use of credit cards issued to or registered in any **insured's** name;
- b. loss resulting from theft or unauthorized use of electronic fund transfer cards or access devices used for deposit, withdrawal or transfer of funds, issued to or registered in any **insured's** name;
- c. loss to any **insured** caused by forgery or alteration of any check or negotiable instrument;
- d. loss to any **insured** through acceptance in good faith of counterfeit United States, Canadian, Euro or Sterling paper currency; or
- e. expenses incurred by an **insured** as the direct result of identity fraud but only for the following:
 - (1) costs for notarizing fraud affidavits or similar documents for financial institutions or similar credit grantors or credit agencies that have required that such affidavits be notarized;
 - (2) costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors;
 - (3) lost wages as a result of time taken off from work to meet with or talk to law enforcement agencies, credit agencies, merchants and/or legal counsel, or to complete fraud affidavits, not to exceed \$250 per day;
 - (4) loan application fees for re-applying for a loan or loans when original application is rejected solely because the lender received incorrect credit information;
 - (5) reasonable attorney fees incurred with **our** prior consent for:
 - a. defense of lawsuits brought against an **insured** by merchants or their collection agencies and
 - b. the removal of any criminal or civil judgments wrongly entered against an **insured**;
 - (6) charges incurred for long distance telephone calls to merchants, law enforcement agencies, financial institutions or similar credit grantors, or credit agencies to report or discuss identity fraud;
 - (7) research fees charged by merchants, financial institutions or similar credit grantors, or credit agencies.

For the purposes of this coverage, **we** will consider a series of acts committed against any insured for the purpose of fraud as one loss. This applies regardless of the number of persons concerned or implicated in the fraud, even if a series of these acts continues into a subsequent policy period.

For losses covered by Identity fraud and financial fraud, **we** may provide a defense according to the following conditions:

- a. **We** may investigate and settle any claim or suit that **we** decide is appropriate, or
- b. **We** may provide a defense by counsel of **our** choice.

Our duty to defend a claim or suit ends when the amount **we** pay or tender for loss equals the applicable amount of insurance for Identity fraud and financial fraud.

This coverage applies in addition to the amount shown on the Declarations page for **Personal Property**.

A \$100 **deductible** applies only to expenses incurred because of identity fraud.

No other **deductible** applies to this coverage.

Refer to **Losses We Do Not Cover Access to financial property** for exclusions.

7. **Lock replacement**

When someone steals the door keys to **your** residence, **we** will pay the cost to:

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

The most **we** will pay for lock replacement is \$250.

This coverage does not increase the amount shown on the Declarations page for **Personal Property**.

No **deductible** applies to this coverage.

8. **Loss of use**

We will pay no more than 40% of the amount for Personal Property shown on the Declarations page, or \$2500, whichever is greater for:

- a. Additional living expenses

If any peril covered under **Losses We Cover** makes the place where you reside uninhabitable, we cover the reasonable and necessary increase in living expenses incurred by **you** so that **your** household can maintain its normal standard of living. Payment will be for the shortest time required to:

- (1) **repair** or replace the damaged property; or
- (2) if **you** permanently relocate, the shortest time required for your household to settle elsewhere.

In either event, this coverage will not exceed 12 months from the date of the loss.

- b. Prohibited use

If a civil authority prohibits you from using the place where **you** reside because of direct damage by a peril covered under **Losses We Cover** to a neighboring location, **we** will pay the Additional living expenses for no more than two weeks from the date of the civil authority mandate.

We do not cover any loss of use or expense due to cancellation of a lease or agreement. Nor do we cover any loss of use or expense as a result of the coverage provided for **War** under **Other Losses We Cover**.

Except as provided by **Other Losses We Cover - Fungus, wet or dry rot**, the coverage afforded under paragraphs 8.a and b do not apply to loss caused by **fungus** or **wet or dry rot**.

Expiration of this policy does not limit the periods of time specified in paragraphs 8.a or b above.

This coverage applies in addition to the amount shown on the Declarations page for **Personal Property**.

No **deductible** applies to this coverage.

9. **Military uniforms and equipment**

While **you** are on active or active-reserve duty, **we** will waive **your deductible** for covered loss to uniforms and military equipment owned by **you**. This includes but is not limited to clothing, insignia, flight cases, headsets, personal body armor and GPS devices.

This coverage does not increase the amount shown on the Declarations page for **Personal Property**.

Refer to **Other Losses We Cover - War** and **Losses We Do Not Cover - War and terrorism**. See also **Loss Settlement - Payments** under **Other Losses We Cover - War**, and **Personal Property Conditions - Duties after loss** a for additional information.

10. **Motor vehicles**

We will cover **motor vehicle(s)** not subject to **motor vehicle** registration that are:

- a. used solely to service any residence of an **insured** that is not used for business, or
- b. designed for assisting the handicapped.

Refer to **Dollar Limits on Some Property** - paragraph 1 and **Property We Do Not Cover - Motor vehicle(s)** for limits and exceptions.

11. **Moving and storage**

- a. This coverage begins when **your** property passes into the custody of a public carrier, including United States government trucks, aircraft and vessels, or a storage facility. **Your** property must be described under a bill of lading, a mover's contract, baggage check, or other form of shipping or storage document.

This coverage ends when:

- (1) **your** property is delivered to **your** permanent or temporary address in accordance with the shipping document, or
- (2) **you** take possession of **your** property from storage.

- b. In addition to the previously described **Losses We Cover**, this coverage will pay for:

- (1) loss of your property if it cannot be located after a reasonable search when described under a bill of lading, mover's contract, baggage check, or other form of shipping or storage document;
- (2) loss or damage caused by the stranding, sinking, overturning, crashing, ditching, derailment, burning, or collision of a public conveyance;
- (3) loss or damage caused by water, except as excluded in paragraph 11.c below; and
- (4) **your** share of general average and salvage charges.

- c. This coverage does not cover loss or damage caused by or consisting of:
- (1) breakage, marring, scratching or mishandling;
 - (2) delay during shipment;
 - (3) humidity or temperature changes;
 - (4) fungus, mildew or mold;
 - (5) inherent defect of the property;
 - (6) insufficient packing or address; or
 - (7) insects, rodents or vermin.

This coverage does not increase the amount shown on the Declarations page for **Personal Property**.

The policy **deductible** applies to this coverage.

12. **Property removed**

- a. **We** insure covered property against direct loss from any cause while being removed from a premises endangered by a covered peril under **Losses We Cover**. We provide this coverage for no more than 30 days after the property has been removed.
- b. **We** will pay for reasonable expenses incurred by **you** for the removal and return of the covered property.

This coverage does not increase the amount of insurance that applies to the covered property.

The policy **deductible** applies to this coverage.

13. **Reasonable repairs**

If any peril covered under **Losses We Cover** causes damage to covered property, **we** will pay the reasonable expense incurred by you for necessary measures taken solely to protect against further damage.

This coverage does not increase the amount of insurance that applies to the covered property.

The policy **deductible** applies to this coverage.

This coverage does not relieve **you** of **your** duties in case of a loss to covered property.

14. **Refrigerated products**

We will pay **you** up to \$500 for loss to the contents of a freezer or a refrigerator located at **your** residence if caused by power failure or mechanical breakdown. The \$500 limit is the most **we** will pay for any one loss.

This coverage does not increase the amount shown on the Declarations page for **Personal Property**.

No **deductible** applies to this coverage.

15. **War**

To the extent that coverage for **war** is provided here, the exclusion for **War** and terrorism under **Losses We Do Not Cover** and the **war** exclusion in any endorsement attached to this policy do not apply.

We will pay for the:

- a. direct loss or damage to your personal property caused by **war**, or
- b. abandonment because of **war**

subject to the following conditions:

This coverage applies only:

- (1) to an **insured** who is subject to government reimbursement for loss to **personal property** under 31 USC 3721, commonly referred to as the Military Personnel and Civilian Employees Claims Act, as amended and supplemented, succeeded or replaced;
- (2) after the U.S. Government has made its final payment to you under the Act referenced above; and
- (3) to loss that occurs anywhere outside the United States, including Alaska and Hawaii.

This coverage does not increase the amount shown on the Declarations page for **Personal Property**.

No **deductible** applies to this coverage.

LOSSES WE DO NOT COVER

We do not insure for loss or damage consisting of, resulting from, or caused directly or indirectly by any of the following. Such loss is excluded regardless of whether the event or damage occurs suddenly or gradually, involves isolated or widespread damage, or occurs because of any combination of the following exclusions to produce the loss.

1. **Access to financial property**

This exclusion applies to forgery, theft or 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 the card(s) or device(s), or
- c. if any **insured** has not complied with all terms and conditions under which the financial institution issued the cards or devices.

We do not cover loss arising out of business pursuits of any **insured**.

2. **Accumulative smoke**

This exclusion applies to loss caused by:

- a. agricultural smudging or industrial smudging or operations, or
- b. use of candles, oil lamps or other smoke-and soot-producing products.

3. **Criminal activity**

This exclusion applies to loss arising out of dishonesty, fraud or any criminal activity of any **insured**.

4. **Diminution in value**

This exclusion applies to any reduction in value that would remain after any **insured** repairs or replaces damaged property.

5. **Freezing**

This exclusion applies to a loss at **your** place of residence, while unoccupied, only if **you** have failed to:

- a. maintain heat, or
- b. shut off the water supply and drain the system and appliances of water in the building containing the covered property.

If you have failed to do either paragraphs a or b above, then **we** will not cover damage to covered property caused by or consisting of:

- (1) **freezing** of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance;
- (2) discharge, leakage or overflow from within the system or appliance caused by **freezing**; or
- (3) **freezing**, thawing, pressure or weight of water or ice, whether driven by wind or not, to a swimming pool, hot tub, or spa, including their filtration and circulation systems.

6. **Fungus**

This exclusion applies to damage consisting of or caused by **fungus, wet or dry rot** or bacteria except as provided in **Other Losses We Cover - Fungus, wet or dry rot**.

7. **Gradual seepage**

This exclusion applies to damage caused by gradual seepage of water through building or basement walls, roofs, windows, doors, foundations, or floors.

8. **Intentional loss**

This exclusion applies to loss arising out of any act any insured commits or conspires to commit with the intent to cause a loss. Even insureds who did not commit or conspire to commit the act causing the loss are not entitled to coverage.

9. **Lost or misplaced property**

This exclusion applies to property that an **insured** cannot locate after a reasonable search or retrieve from a known location when theft is unlikely. The act of filing a police report for missing property does not create coverage under **Losses We Cover Theft** unless theft is the likely cause of the missing property.

10. **Neglect**

This exclusion applies to any failure of an insured to use all reasonable means, without endangering lives, to save and preserve property at and after the time of loss or damage or the event resulting in loss or damage.

11. **Nuclear hazard**

This exclusion applies to loss caused by any nuclear reaction, radiation or radioactive contamination, whether controlled, uncontrolled or however caused, or any consequence of any of these.

We will not consider loss caused directly or indirectly by a **nuclear hazard** as loss caused by **fire, explosion or smoke**.

Refer to **Losses We Cover -Fire and lightning** for exceptions.

12. **War and terrorism**

This exclusion applies to any act or consequence of war or terrorism. Discharge of a nuclear weapon will be deemed a warlike or terroristic act, even if accidental.

Refer to **Other Losses We Cover - War** for exceptions.

13. **Weather**

This exclusion applies to the following **personal property**:

- a. rowboats, kayaks and canoes unless inside a fully enclosed building;
- b. property contained in a building unless the direct force of wind or hail causes an opening in the building walls or roof, allowing entry of weather elements through this opening; or
- c. decorative items kept outdoors such as trees, shrubs or plants.

LOSS SETTLEMENT

We do not agree upon the value of the covered property when issuing this policy; rather, the value of covered property shall be set at the time of loss or damage. **We** will not pay more than the amount shown on the Declarations page for **Personal Property**, nor will **we** pay more than any other limits stated in this policy.

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

- A. **we** reach an agreement with **you**, or
- B. a court enters a final judgment, or
- C. **we** receive notice of an appraisal award.
 1. Property eligible for replacement cost

For property eligible for replacement cost value, it is **our** option to:

- a. replace, or pay **you our** cost to replace, the property with new property of like kind and quality; or
- b. pay **you** the cost to repair or restore the property to the condition it was in just before the loss;
or
- c. pay **you** the necessary amount actually spent to repair or replace the damaged property.

If the entire loss equals \$5,000 or greater, **we** will pay no more than the actual cash value until the damaged property is repaired or replaced. To make a claim for the replacement cost value, **you** must repair or replace the covered property and submit receipts to **us** within one year from the date of the actual cash value payment. **You** may request an additional 180 days in writing, provided **you** notify **us** within 45 days from the date the repair or replacement is complete. If **we** receive your receipts demonstrating repair or replacement of the damaged property within the time allotted above, **we** will pay the lesser of:

- (1) the difference between the actual cash value initially paid to **you** and the replacement cost value, for property of like kind and quality; or
- (2) the difference between the actual cash value initially paid to **you** and the amount **you** actually spent to **repair** or replace the damaged property.

2. Property not eligible for replacement cost

For property not eligible for replacement cost value, it is our option to:

- a. pay **you** the actual cash value; or
- b. replace or to pay you **our** cost to replace the property with property of like kind, age, quality and condition; or
- c. pay **you** the cost to **repair** or restore the property to the condition it was in just before the loss.

We will not pay replacement cost value for the following property:

- (1) items of rarity or antiquity that cannot be replaced;
- (2) rare, unique, collectible, or difficult to replace, property. This includes property that is hard to find, has historical value, or is no longer widely available, such as memorabilia, souvenirs and collectors' items
- (3) motorized golf carts and their equipment and accessories;
- (4) articles not maintained in good or workable condition;
- (5) property that is either obsolete or useless to any insured at the time of loss; or
- (6) property that you do not intend to repair, replace or restore.

3. Payments under **Other Losses We Cover - War**

To the extent that **we** cover war under **Other Losses - We Cover War**, **we** will not pay for war loss to **personal property** under this policy until the U.S. Government has made its final payment to **you** for the loss under 31 USC 3721 as amended and supplemented, or any successor or replacement act.

We will pay the total amount of **your** loss, minus the U.S. Government payment, and only after the U.S. Government has made its final payment for **your** loss.

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 satisfactory evidence of the amount of the U.S. Government payment, or **we** reach an agreement with **you**.

4. **Insurable interest**

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

- a. the amount of an **insured's** interest at the time of loss, or
- b. the applicable limit of coverage shown on the Declarations page or stated in the policy.

5. **Other insurance or service agreement**

If a loss covered by this policy is also covered by:

- a. other insurance, we will pay only the proportion of the loss that the amount of insurance applying under this policy bears to the total amount of insurance covering the property; or
- b. a service agreement, this insurance is excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.
- c. an endorsement attached to this policy, this policy will pay only when the limit of the endorsement has been exhausted. The lowest deductible will apply.

6. **Pairs and sets**

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

- a. **repair** or replace any part to restore the pair or set to its value before the loss,
- b. pay the difference between the actual cash value of the property before and after the loss, or
- c. ask **you** to surrender the undamaged item, and **we** will pay **you** for the pair or set.

We will not pay for the entire pair or set because of the partial loss, unless you surrender the undamaged item at **our** request.

PERSONAL PROPERTY CONDITIONS

1. **Abandonment**

You may not leave damaged property for disposal by **us** unless **we** have agreed to accept the damaged property. If you attempt to abandon the property to **us**, we will not pay the replacement cost, nor will **we** pay for the disposal of the damaged property.

2. Duties after loss

Where applicable, **you** must do the following if a loss occurs for which this policy may provide coverage:

- a. In the event of a loss by theft, vandalism or malicious mischief, notify the police or military authority with jurisdiction over the location where the loss occurred as soon as practically possible.
- b. In the event of identity fraud or financial fraud, notify the credit card or fund transfer card companies and all other relevant authorities or companies.
- c. Protect the property from further damage by using all reasonable precautions without endangering lives to save and preserve the property at the time of loss.
- d. Contact **us** within 91 days after **you** discover the loss. **We** will not accept **your** claim unless circumstances reasonably prevent **you** from doing so.
- e. Provide the following information upon request by **us**:
 - (1) the price and date of purchase;
 - (2) the replacement value and a complete description of the article(s) involved;
 - (3) receipts, appraisals or other proof of ownership or value for covered property;
 - (4) receipts, bills or other records that support **your** claim for expenses under Identity fraud and financial fraud.
- f. Tell **us** if there is a lien on the property and who holds it. **You** must tell **us** if other insurance exists for the property.
- g. Show **us** the damage to the property and answer **our** questions under oath about any loss or damage, if required by **us**.
- h. Submit a proof of loss when required by **us**.
- i. In the event of a loss caused by war:
 - (1) report your claim to the U.S. Government, its affiliate or agency, and comply with its requirements;
 - (2) send **us**, within 60 days after **our** request, copies of all actual documents which outline the basis of the government's reimbursement for **your** loss including the amount paid.

3. Personal property amount adjusted annually

You agree that **we** will adjust the amount of coverage shown on the Declarations page for **Personal Property** at each renewal of this policy. The adjustment shall reflect the averaged rate of change of the

- a. house furnishing,
- b. entertainment commodities, and
- c. apparel commodities

portions of the Consumer Price Index of the U.S. Department of Labor. **We** will round the resulting limit to the nearest \$100, but we will not reduce this limit without **your** consent.

You have the right to refuse any change in the amount of coverage. To do this, **you** must notify **us** before the effective date of such change. Any change **you** request to the amount of coverage after the effective date will be effective the day after **you** request it.

4. **Property held by others**

We will not recognize any assignment nor 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.

5. **Salvage and recovered property**

We have an interest in the salvage value of any property for which **we** have made a payment under **Loss Settlement**. At **our** option, property for which **we** have paid to replace becomes **our** 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. **You** may retain the property and refund to **us** the loss payment or any lesser amount to which **we** agree.

6. **Suit against us**

There is a time limit for bringing legal action against **us** concerning this policy. It must be started within the time period required by the applicable statute of limitations provided by law within **your** policy jurisdiction after the loss occurs. **You** must also comply with all policy provisions.

For loss under **Other Losses We Cover - War** only, **you** may not bring any action against **us** unless **you** have complied with these policy provisions and started the action within one year after the date of final payment by the government.