



RENTERS PROTECTION POLICY

QUICK REFERENCE

This policy packet is not complete unless issued with the **Declarations Page** and **General Provisions Form**.

Only the coverages you have purchased and that are shown with a premium on the **Declarations Page** will be covered by this policy. Optional coverages you have purchased will be shown on the **Declarations Page** with appropriate premium. However, these coverages are subject to those limitations and restrictions explained in the policy.

The **Quick Reference** will help you readily locate parts of the policy to which you wish to refer.

We have tried to make this policy easy to read and understand. But should you need clarification on some point, we will be glad to provide it. You can reach us at 00-800-531-81110 or usaa.com.

QUICK REFERENCE

DECLARATIONS PAGE (RP-LTD)

- Policy Period
- Named Insured and Basing Address
- Limits of Liability, applicable Deductibles and Premiums are shown for the following (if purchased):
 - Personal Property
 - Personal Liability
 - Additional Coverages
- Credits Discounts and Surcharges
- Applicable Forms and Endorsements

GENERAL PROVISIONS FORM (RP-1LTD)

	Begins on Page
Agreement	GP-1
Definitions	GP-1
Policy Period	GP-4
Concealment, Misrepresentation or Fraud	GP-4
Liberalization Clause	GP-4
Waiver or Change of Policy Provisions	GP-5
Cancellation and Nonrenewal	GP-5
Recovery from Others	GP-6
Spouse Access	GP-6
Assignment	GP-7
Death	GP-7
Changes, Including Contact Information	GP-7
Conformity to Statute	GP-7
Compensation Scheme	GP-7
Complaints Against Us	GP-8
Details About Our Regulators	GP-8
Applicable Law	GP-9
Bankruptcy	GP-9

PERSONAL PROPERTY FORM (RP-3LTD)

(if purchased)

Property We Cover	PP-1
Deductible	PP-1
Dollar Limits on Some Property	PP-1
Property We Do Not Cover	PP-2
Losses We Cover	PP-3
Other Losses We Cover	PP-6
Losses We Do Not Cover	PP-12
Loss Settlement	PP-15
Personal Property Conditions	PP-17

PERSONAL LIABILITY FORM (RP-6LTD)

(if purchased)

Losses We Cover	PL-1
Other Losses We Cover	PL-2
Losses We Do Not Cover	PL-4
Personal Liability Conditions	PL-10



RENTERS PROTECTION POLICY

GENERAL PROVISIONS FORM

GENERAL PROVISIONS

General Provisions contains the definitions and provisions that apply to this policy but only for the coverages for which the Declarations page shows a premium. This insurance policy is underwritten by USAA Limited.

AGREEMENT

In return for **your** payment of premium and subject to all the terms of this policy, **we** will provide the insurance described.

DEFINITIONS

To help **you** understand **your** policy:

"We," "us" and "our" refer to the company providing this insurance.

"You" and "your" refer to the named insured shown on the Declarations page. It also means **your** spouse or registered civil partner when a member of **your** household.

In addition, this policy defines the following words and phrases as follows:

1. **"Actual cash value"** means the amount it would cost to repair or replace covered property at the time of loss or damage with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. **Actual cash value** applies to valuation of covered property regardless of whether that property has sustained partial loss or total loss. The **actual cash value** of lost or damaged property may be significantly less than its replacement cost.
2. **"Aircraft"** means any conveyance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo.
3. **"Bodily injury"** means physical injury, sickness or disease, and includes required care, loss of services and death that results. **Bodily injury** does not include mental injuries such as emotional distress, mental anguish, humiliation, mental distress, or any similar injury unless it arises out of physical injury to the person claiming a mental injury.
4. **"Business"** means any full or part-time activity arising out of or related to any trade, profession or occupation of any **insured**.
5. **"Damages"** means compensatory damages the **insured** is legally obligated to pay as a result of **bodily injury** or **property damage** covered by this insurance. **Damages** does not include punitive, exemplary or multiple damages. Also, **damages** does not include prejudgment interest, fines or penalties awarded against an **insured**.
6. **"Family member"** means a person related to **you** by blood, marriage, civil partnership or adoption who resides primarily in **your** household. This includes a ward or foster child.

7. **"Fungus"** means any microorganism or by-product of any microorganism, including but not limited to mold, mildew, fungi, mycotoxins and spores.
8. **"Hovercraft"** means a self-propelled motorized ground effect vehicle and includes but is not limited to flarecraft and air cushion vehicles.
9. **"Identity Fraud"** means the act of knowingly transferring or using without lawful authority a means of identification of any **insured** with the intent to commit or to aid or abet any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.
10. **"Insured"** means:
 - a. the named insured shown on the Declarations page of this policy,
 - b. the spouse when a member of the same household, and
 - c. **family members**, and
 - d. other persons under the age of 21 and in the care of **you** or a **family member**.

Under **Personal Liability, insured** also means:

- e. With respect to animals, **watercraft** or **personal watercraft** to which this policy applies, any person or organization legally responsible for these animals, **watercraft** or **personal watercraft** that are owned by **you** or any person included in paragraphs 10.a, b, c or d above, except where they are using or having custody of these animals, **watercraft** or **personal watercraft** without consent of the owner.
 - f. With respect to any vehicle or conveyance to which this policy applies:
 - (1) **residence employees** while engaged in **your** employ or that of any person included in paragraphs 10.a, b, c or d above; or
 - (2) other persons using the vehicle on an **insured location** with **your** consent.
11. **"Insured location"** means:
 - a. Any part of a building, structure or grounds used by **you** as a residence. This includes any premises used by **you** in connection with **your** residence;
 - b. Any part of a premises not owned by an **insured** where **you** are temporarily residing;
 - c. Vacant land, other than farm land, owned by or rented to an **insured**;
 - d. Land owned by or rented to an **insured** on which a one or two family dwelling is being built as a residence for an **insured**;
 - e. Individual or family cemetery plots or burial vaults of an **insured**; or
 - f. Any part of a premises occasionally rented to an **insured** for other than **business** use.
 12. **"Motor vehicle(s)"** means:
 - a. any type of motorized land or amphibious vehicle or conveyance; or
 - b. any trailer or semitrailer that is being carried on, towed by or hitched for towing by any vehicle described in paragraph a above.

13. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which during the policy period results in:
 - a. **Bodily injury** or
 - b. **Property damage.**
14. **"Personal watercraft"** means a conveyance used or designed for use on water that uses a jet pump as the primary source of propulsion.
15. **"Property damage"** means physical damage to or destruction of tangible property, including loss of use of this property.
16. **"Professional services"** means any type of service to the public that requires members rendering a service to obtain an advanced degree and/or obtain a license or other legal authorization to provide the service. This includes but is not limited to services rendered by:
 - a. Dentists,
 - b. Naturopaths,
 - c. Chiropractors,
 - d. Physicians and surgeons,
 - e. Doctors of dentistry,
 - f. Physical and occupational therapists,
 - g. Podiatrists,
 - h. Optometrists,
 - i. Nurses and nurse-midwives,
 - j. Veterinarians,
 - k. Pharmacists,
 - l. Architects and landscape architects,
 - m. Engineers,
 - n. Accountants,
 - o. Land surveyors,
 - p. Psychologists,
 - q. Attorneys-at-law, or
 - r. Therapists, counselors and social workers.
17. **"Real property"** means property consisting of land or buildings. It includes land, anything growing on the land, and structures and equipment integrated or permanently attached to the land or buildings.
18. **"Replacement cost value"** means the cost at the time of loss of a new item identical to the one damaged, destroyed or stolen. If an identical item is no longer manufactured or cannot be obtained, **replacement cost value** will be the cost of a new item that is:
 - a. similar to the insured article, and
 - b. of like quality and usefulness.

19. **“Residence employee”** means:

- a. an employee of any **insured** whose primary duties are related to the maintenance or use of an **insured’s** residence, including household or domestic services; or
- b. one who performs similar duties elsewhere on behalf of an **insured** but not related to any **business** of an **insured**.

20. **“Sudden and accidental”** means an abrupt, fortuitous event that is unexpected or unintended from the perspective of a reasonable person.

21. **“Terrorism”** means the unlawful use of force or violence against persons or property in order to coerce or intimidate a government or the civilian population in furtherance of political or social objectives.

22. **“Vicarious liability”** means to make one or more persons or entities legally responsible for the actions or conduct of another person or entity because of the personal or special relationship between them.

23. **“War”** means war whether declared or undeclared, civil war, rebellion, revolution, any warlike act by friendly or enemy forces, and destruction or seizure for a military purpose.

24. **“Watercraft”** means a conveyance principally designed to be propelled on or in water by wind, current, paddles, oars, engine power or electric motor.

POLICY PERIOD

This policy applies only to loss that occurs during the policy period shown on the Declarations page.

CONCEALMENT, MISREPRESENTATION OR FRAUD

We may void the entire policy and/or deny any claim, if in response to information requested or questions asked by **us**, any **insured**:

- a. intentionally conceals or misrepresents any material fact or circumstance or
- b. makes false statements or engages in fraudulent conduct

relating to this insurance.

LIBERALIZATION CLAUSE

If **we** make a change that 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** country, provided the implementation date falls within 60 days prior to or during the policy period stated on the Declarations page.

This **Liberalization Clause** does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether **we** implement that general program through introduction of:

- a. a subsequent edition of this policy or
- b. an amendatory endorsement.

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 any investigation, appraisal or examination will not waive any of **our** rights.

CANCELLATION AND NONRENEWAL

Cancellation

- a. **You** may cancel this policy at any time, but the effective date of cancellation cannot be earlier than the date of **your** request unless **we** agree to an earlier date.
- b. **We** may cancel this policy only for the reasons stated below by sending notice to the named insured shown on the Declarations page. This cancellation notice may be delivered to the named insured mailed by postal mail to the most recent address **you** provided to **us** or sent electronically if **we** have **your** consent and agreement on file to receive documents electronically.

Proof of mailing, whether by postal mail or by electronic media or communication channel, will be sufficient proof of notice. **We** will provide electronic notice by placing it on **our** website pursuant to an electronic transaction agreement or upon directing it to an electronic mailbox or voice channel that **you** designate for receiving mail.

- (1) When **you** have not paid the premium, **we** may cancel at any time by letting the named insured know at least 10 days before the date that cancellation takes effect.
- (2) 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 letting the named insured know at least 60 days before the date that cancellation takes effect.
- (3) 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:
 - (a) upon discovery of fraud, concealment or misrepresentation made by or with the knowledge of any **insured** in obtaining this policy, continuing the policy or presenting a claim under this policy; or
 - (b) if the risk has changed substantially since the policy was issued;
 - (c) upon discovery that the **insured** does not meet USAA Group membership eligibility requirements; or
 - (d) for any other reason allowed by law.

We may cancel this policy by notifying the named insured shown on the Declarations page at least 60 days before the date cancellation takes effect.

- (4) When **you** or **we** cancel this policy, **we** will refund a pro-rata premium for the period from the date of cancellation to the expiration date. **We** will refund it within a reasonable time after the date cancellation takes effect. However, making or offering to make the refund is not a condition of cancellation.

Nonrenewal

We may elect not to renew this policy. **We** may do so by letting the named insured shown on the Declarations page know in writing 60 days before policy termination. This nonrenewal notice may be delivered to the named insured mailed by postal mail to the most recent address **you** provided to us or sent electronically if **we** have **your** consent and agreement on file to receive documents electronically.

Proof of mailing, whether by postal mail or by electronic media or communication channel, will be sufficient proof of notice. **We** will provide electronic notice by placing it on **our** website pursuant to an electronic transaction agreement or upon directing it to an electronic mailbox or voice channel that **you** designate for receiving mail.

RECOVERY FROM OTHERS

An **insured** may waive in writing before a loss occurs all rights of recovery against any person. If not waived before a loss, **we** may require an assignment of rights of recovery for a loss to the extent of any payment made by **us**.

If **we** seek an assignment of rights of recovery, an **insured** may be required to:

- a. sign and deliver all related papers,
- b. cooperate with us in a reasonable manner, and
- c. do nothing after a loss to prejudice our right of recovery.

If **we** make a payment under this policy and the person to or for whom payment was made also recovers damages from another, that person shall hold in trust for **us** the proceeds of the recovery and reimburse **us** to the extent of **our** payment.

SPOUSE ACCESS

The named insured shown on the Declarations page, and **we** agree that the named insured and spouse are "customers" for purposes of local and federal privacy laws. The spouse or civil partner will have access to the same information available to the named insured and may initiate the same transactions as the named insured.

The named insured may notify **us** that he/she no longer agrees that the spouse or civil partner shall be treated as a "customer" for purposes of local and federal privacy laws, and **we** will not permit the spouse or civil partner to access policy information.

ASSIGNMENT

Assignment of any claim or this policy will not be valid unless **we** give **our** written consent.

DEATH

If the named insured shown on the Declarations page dies or the spouse if a member of the same household:

- a. **We** insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under this policy at the time of death;
 - b. For the purpose of this condition, **insured** includes:
 - (1) any member of **your** household who is an **insured** at the time of **your** death but only while a resident of **your** household; and
 - (2) with respect to **your** property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.
-

CHANGES, INCLUDING CONTACT INFORMATION

You agree to notify **us**, as soon as reasonably possible of any changes to **your** circumstances that may affect **your** policy including but not limited to:

1. **your** postal address or contact information, to include electronic media or communication channels;
 2. **your** spouse or registered civil partner when a member of **your** household;
 3. any **business** pursuits or in-home **business**.
-

CONFORMITY TO STATUTE

Where there is a conflict between the local law and the law under which this policy is written, the local law shall apply to the relevant terms of the policy. This provision applies only to the extent that the jurisdiction provides written law prohibiting modification of another law by an insurance policy.

COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme (FSCS). Depending on the type of business and circumstances of the claim, you may be entitled to compensation from the FSCS if **we** cannot meet **our** obligations.

Insurance advising and arranging is covered for 90 percent of the claim without an upper limit. Further information about compensation scheme arrangements is available from FSCS.

COMPLAINTS AGAINST US

- A. If **you** are not satisfied with **our** service or with **our** handling of a claim, **you** may contact us at:

USAA Limited
4th Floor, Fitzwilliam House
10 St Mary Axe
London EC3A 8AE
England
+44 (0) 20 7655 1800 or
00-800-531-81110

We will acknowledge **your** complaint and attempt to resolve the situation as quickly as possible. When warranted, **we** will provide **you** with a final written response within a maximum of eight weeks of receipt of **your** complaint.

- B. If after receiving **our** written response **you** remain dissatisfied, **you** have the right to contact the Financial Ombudsman Service at:

Financial Ombudsman Service
Exchange Tower
London E14 9SR
England
+44 (0) 20 7964 0500
<http://financial-ombudsman.org.uk/>

The Financial Ombudsman Service is an impartial arbitration entity working free of charge for consumers. However, a prerequisite for the arbitration proceeding is that **you** have first accorded **us** the opportunity to review **our** decision.

- C. Further complaint information specific to services obtained online or via email is available on the Online Dispute Resolution platform at <http://ec.europa.eu/consumers/odr/>.

DETAILS ABOUT OUR REGULATORS

You may contact the supervisory authorities responsible for **us**. USAA Limited is authorized by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. USAA Limited's Register number is 202016. **You** can check this on the Financial Services Register at www.fca.org.uk/register, or **you** may contact the regulators:

The Financial Conduct Authority
25 The North Colonnade
Canary Wharf
London E14 5HS
England
+44 (0) 20 7066 1000

The Prudential Regulation Authority
20 Moorgate
London EC2R 6DA
England
+44 (0) 20 3461 7000

APPLICABLE LAW

The law that applies to this policy is the law of England and Wales unless local law applies or **we** agree otherwise.

BANKRUPTCY

Bankruptcy or insolvency of any **insured** as defined in this policy does not relieve **us** of **our** obligations under this policy.



RENTERS PROTECTION POLICY

QUICK REFERENCE

This policy packet is not complete unless issued with the **Declarations Page** and **General Provisions Form**.

Only the coverages you have purchased and that are shown with a premium on the **Declarations Page** will be covered by this policy. Optional coverages you have purchased will be shown on the **Declarations Page** with appropriate premium. However, these coverages are subject to those limitations and restrictions explained in the policy.

The **Quick Reference** will help you readily locate parts of the policy to which you wish to refer.

We have tried to make this policy easy to read and understand. But should you need clarification on some point, we will be glad to provide it. You can reach us at 00-800-531-81110 or usaa.com.

QUICK REFERENCE

DECLARATIONS PAGE (RP-LTD)

- Policy Period
- Named Insured and Basing Address
- Limits of Liability, applicable Deductibles and Premiums are shown for the following (if purchased):
 - Personal Property
 - Personal Liability
 - Additional Coverages
- Credits Discounts and Surcharges
- Applicable Forms and Endorsements

GENERAL PROVISIONS FORM (RP-1LTD)

Begins on Page

- | | |
|---|------|
| Agreement | GP-1 |
| Definitions | GP-1 |
| Policy Period | GP-4 |
| Concealment, Misrepresentation or Fraud | GP-4 |
| Liberalization Clause | GP-4 |
| Waiver or Change of Policy Provisions | GP-5 |
| Cancellation and Nonrenewal | GP-5 |
| Recovery from Others | GP-6 |
| Spouse Access | GP-6 |
| Assignment | GP-7 |
| Death | GP-7 |
| Changes, Including Contact Information | GP-7 |
| Conformity to Statute | GP-7 |
| Compensation Scheme | GP-7 |
| Complaints Against Us | GP-8 |
| Details About Our Regulators | GP-8 |
| Applicable Law | GP-9 |
| Bankruptcy | GP-9 |

PERSONAL PROPERTY FORM (RP-3LTD)

Begins on Page

(if purchased)

Property We Cover	PP-1
Deductible	PP-1
Dollar Limits on Some Property	PP-1
Property We Do Not Cover	PP-2
Losses We Cover	PP-3
Other Losses We Cover	PP-6
Losses We Do Not Cover	PP-12
Loss Settlement	PP-15
Personal Property Conditions	PP-17

PERSONAL LIABILITY FORM (RP-6LTD)

Begins on Page

(if purchased)

Losses We Cover	PL-1
Other Losses We Cover	PL-2
Losses We Do Not Cover	PL-4
Personal Liability Conditions	PL-10



RENTERS PROTECTION POLICY

PERSONAL LIABILITY FORM

PERSONAL LIABILITY

Personal Liability describes the coverage **you** have anywhere in the world, in case another party makes a claim against any **insured** for **property damage** or **bodily injury** arising out of any **insured's** personal activities or **your** residence.

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

LOSSES WE COVER

Except as listed under the heading for **Losses We Do Not Cover**, **we** cover the following types of loss:

1. Liability

We pay for:

- a. **damages** for which any **insured** is legally liable; and/or
- b. an attorney of **our** choice to defend **you** in a civil action for **damages**, even if the suit is groundless, false or fraudulent.

The **occurrence** that caused the claim or suit for **damages** from **bodily injury** or **property damage** must occur because of the personal activities of an **insured** or the ownership, maintenance, occupancy or use of an **insured location**.

We may investigate and settle any claim or suit that **we** decide is appropriate. **We** will pay no more than the amount shown on the Declarations page for **Personal Liability**, nor will **we** pay more than any other limits stated in the policy.

2. Claim expenses

We will pay:

- a. expenses **we** incur and costs billed to any **insured** related to any suit **we** defend;
- b. premiums on bonds required in a suit **we** defend, but not for bond amounts greater than the amount shown on the Declarations page for **Personal Liability-we** are not required to apply for or furnish any bond;
- c. reasonable expenses incurred by any **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;
- d. interest on the entire judgment that accrues after entry of the judgment and before **we** pay or deposit in court that part of the judgment that does not exceed the limit of liability that applies;
- e. prejudgment interest awarded against the insured on that part of the judgment **we** pay. If **we** make an offer to pay the applicable limit of liability, **we** will not pay any prejudgment interest based on that period of time after the offer.

We pay these expenses in addition to the amount shown on the Declarations page for **Personal Liability**.

3. **Medical payments to others**

We will pay medical expenses incurred or established within three years from the date of an **occurrence** causing **bodily injury** that arises out of the personal activities of any **insured** or the ownership, maintenance, occupancy or use of an **insured location**.

Medical expenses means necessary and reasonable charges for medical, surgical, X-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral expenses.

This coverage does not apply to **you** or residents of **your** household except **residence employees**. As to others, this coverage applies only:

- a. to a person on the **insured location** with the permission of any **insured**; or
- b. to a person off the **insured location**, if the **bodily injury**:
 - (1) arises out of a condition on the **insured location** or the ways immediately adjoining,
 - (2) results from the activities of any **insured**,
 - (3) results from the activities of a **residence employee** in the course of the **residence employee's** employment by any insured, or
 - (4) results from an animal owned by or in the care of any **insured**.

OTHER LOSSES WE COVER

We will pay for the following reasonable and necessary expenses and **damages** described below. Unless specifically addressed elsewhere in this policy, **we** do not offer any other insurance for these types of loss, nor do **we** pay for any legal defense of the following losses.

1. **Damage to government housing**

We will pay no more than your monthly basic pay at the time of an **occurrence** for **property damage** to government housing. **You** must be an active duty military member of the United States Air Force, Army, Coast Guard, Marine Corps or Navy at the time of damage.

- a. This coverage applies only to **property damage**:
 - (1) to government-controlled family or unaccompanied personnel housing and its government-owned furnishings and equipment, and
 - (2) for which the government holds you responsible under the report of survey system used by the armed services.
- b. **We** will not pay for **property damage**:
 - (1) resulting from deliberate unauthorized use of the housing, its furnishings and equipment;
 - (2) resulting from violation of military rules pertaining to the occupancy of the housing;
 - (3) to the extent of any amount recoverable under **Personal Property**, if part of this policy;
 - (4) associated with any government expense in routine or regular maintenance, replacement or cleanup resulting from normal use, wear and tear, or poor housekeeping.

The exclusion 15.b for **Property damage not covered** under **Losses We Do Not Cover** does not apply to this coverage.

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

2. **Damage to property of others**

- a. Except as described in paragraph b below, **we** will pay the replacement cost for **property damage** caused by an **insured** to property of others. **You** must report the damage to **us** within 91 days after the damage occurs. **We** will pay no more than \$1,000 for any one loss.
- b. **We** will pay the replacement cost for **property damage** caused by an **insured** to **real property** and its contents rented to or leased by an **insured** but only if charged against **you** by the landlord or its agent when **you** permanently vacate the residence. **We** will pay no more than \$1,000 for any one residence.

In the event that **property damage** may be covered under both paragraphs a and b, **we** will pay no more than \$1,000 in total for all combined damages.

We will not pay for **property damage**:

- c. to the extent of any amount recoverable under **Personal Property**, if part of this policy;
- d. caused intentionally by any **insured** who is 13 years of age or older;
- e. to property owned by any **insured**;
- f. to property owned by or rented to a tenant of any **insured** or a resident in **your** household;
- g. to property owned by, rented to, occupied by or in the custody of any **insured** for damage resulting from wear and tear or poor housekeeping;
- h. arising out of:
 - (1) a **business** engaged in by any **insured**;
 - (2) any act or omission in connection with a premises owned, rented or controlled by any **insured**, other than the **insured location**; or
 - (3) the ownership, maintenance, occupancy, operation, use, loading or unloading of **aircraft, hovercraft, watercraft, personal watercraft** or **motor vehicle(s)**. This exclusion 2.h(3) does not apply to a **motor vehicle** that:
 - (a) is designed for recreational use off public roads, and
 - (b) is not owned by any **insured**, and
 - (c) is not subject to **motor vehicle** registration by law at the time and place of the **occurrence**.

We pay for **Damage to property of others** in addition to the amount shown on the Declarations page for **Personal Liability**.

3. **First aid expenses**

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

We pay these expenses in addition to the amount shown on the Declarations page for **Personal Liability**.

4. **Loss assessment.**

We will pay no more than \$1,000 for **your** share of loss assessment charged against **you** as owner or tenant of **your** place of residence, during the policy period by a corporation or association of property owners, when the assessment is made because of:

- a. **bodily injury** or **property damage** caused by an **occurrence** not excluded under **Losses We Do Not Cover** in this policy; or
- b. liability not excluded under **Losses We Do Not Cover** in this policy for an act committed by a director, officer or trustee during the policy period in the capacity as a director, officer or trustee, provided:
 - (1) the director, officer or trustee is elected by the members of a corporation or association of property owners; and
 - (2) the director, officer or trustee serves without deriving any income from the exercise of duties that are solely on behalf of a corporation or association of property owners.

We will not pay:

- c. for assessments charged against you or a corporation or association of property owners by any governmental body; or
- d. more than \$1,000 regardless of the number of assessments for loss arising out of one **occurrence**.

Exclusion b under **Losses We Do Not Cover - Contractual liability** does not apply to this coverage.

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

LOSSES WE DO NOT COVER

1. **Aircraft or hovercraft**

We will not pay for **Liability** or **Medical payments to others** arising out of:

- a. the ownership, maintenance, use, loading or unloading of; or
- b. the entrustment by any **insured** to any person; or
- c. **vicarious liability**, whether or not statutorily imposed, for the actions of anyone using any **aircraft** or **hovercraft**.

This exclusion does not apply to **bodily injury** to a **residence employee** arising out of and in the course of the **residence employee's** employment by any **insured**.

2. **Attorney's fees**

We will not pay an attorney to defend **you**:

- a. against criminal charges or proceedings, or
- b. after **we** pay the amount shown on the Declarations page for **Personal Liability**, for legal liability arising out of an **occurrence**.

3. **Bodily injury to an insured or resident**

- a. **We** will not pay for **Medical payments to others** for **bodily injury** to any person who is resident of any part of the **insured location**, other than a **residence employee** of any **insured**.
- b. **We** will not pay for **Liability** or **Medical payments to others** for **bodily injury** to **you** or any other **insured**.

Exclusion 3.b above also applies to any claim made or suit brought against **you** or an **insured**:

- (1) to repay or
- (2) share damages with

another person who may be obligated to pay damages because of **bodily injury** to an **insured**.

4. **Bodily injury to a residence employee**

We will not pay for **Medical payments to others** for **bodily injury** to a **residence employee** if that injury:

- a. occurs off the **insured location**, and
- b. does not arise out of or in the course of the **residence employee's** employment by an **insured**.

5. **Business pursuits**

We will not pay for **Liability** or **Medical payments to others** arising out of or in connection with:

- a. a **business** conducted from an **insured location** or engaged in by any **insured**, whether or not the **business** is owned or operated by an **insured** or employs an **insured**. This exclusion applies but is not limited to any 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**.

This exclusion does not apply to any part of the **insured location** used by an **insured** as a personal home office, home school, private studio, or private garage when no customers or clients come to the **insured location**.

- b. the rental or holding for rental of any part of any premises by any **insured**. This exclusion does not apply to the rental or holding for rental of any **insured location** for use only as a residence, unless intended to lodge more than two roomers or boarders.
- c. the rendering or failure to render **professional services**.

6. **Communicable disease**

We will not pay for **Liability** or **Medical payments to others** arising out of the transmission of a communicable disease by any **insured**.

7. **Contractual liability**

We will not pay for **Liability** or **Medical payments to others** arising out of:

- a. **your** failure, intentionally or unintentionally, to disclose information regarding the sale or transfer of **real property** or personal property;

We will not pay for **Liability** arising out of:

- b. any loss assessment charged against you as a member of an association, corporation or community of property owners other than as provided in **Other Losses We Cover - Loss assessment**;
- c. any contract or agreement-however, this exclusion for 7.c does not apply to written contracts:
 - (1) that directly relate to the ownership, maintenance or use of any **insured location**; or
 - (2) where any **insured** assumes the liability of others prior to an **occurrence**;unless excluded in paragraph b above or elsewhere in this policy.

8. **Environmental hazards**

We will not pay for Liability or Medical payments to others:

- a. arising out of the actual, alleged or threatened discharge, dispersal, release, escape, seepage or migration of **pollutants**, however caused and whenever occurring. This includes any loss, cost or expense arising out of any:
 - (1) request, demand or order that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify, or assess the effects of **pollutants**; or
 - (2) claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.
- b. arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of or presence of lead paint, dust, chips, or other lead-based products;
- c. arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of or presence of asbestos; or
- d. arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of or presence of any **fungus**, wet or dry rot or bacteria.

9. **Illegal activity**

We will not pay for Liability or Medical payments to others arising out of:

- a. or caused by the commission of, attempting to flee from, or avoiding apprehension for a criminal act for which intent is a necessary element;
- b. any actual, alleged or threatened:
 - (1) sexual misconduct, or
 - (2) sexual harassment, or
 - (3) sexual molestation;
- c. any actual, alleged, or threatened physical or mental abuse; or
- d. illegal discrimination or violation of civil rights.

10. **Illegal substances**

We will not pay for Liability or Medical payments to others arising out of the:

- a. use,
- b. sale,
- c. manufacture,
- d. delivery,
- e. transfer or
- f. possession

by any person of any controlled substance(s) as defined by law at the time of the **occurrence**.

A controlled substance is 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 the **occurrence**. This applies regardless of the location where the incident occurs. Controlled substances include but are not limited to cocaine, LSD, marijuana, methamphetamine 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 health care professional.

11. **Intentional acts**

We will not pay for **Liability** or **Medical payments to others** resulting in **bodily injury** or **property damage** that any **insured** intended or should have reasonably expected to occur. This exclusion applies even if the resulting **bodily injury** or **property damage** is:

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

However, this exclusion does not apply to **bodily injury** resulting from the use of lawful and reasonable force by any **insured** to protect persons or property.

12. **Motor vehicles**

We will not pay for **Liability** or **Medical payments to others** arising out of:

- a. the ownership, maintenance, use, loading or unloading of **motor vehicles**, including trailers owned or operated by or rented or loaned to any **insured**;
- b. the entrustment by any **insured** of a **motor vehicle** to any person; or
- c. **vicarious liability**, whether or not statutorily imposed, for the actions of anyone using a **motor vehicle** excluded in paragraphs a or b above.

This exclusion does not apply to the ownership, maintenance, permissive use, loading or unloading of:

- d. a trailer not towed by or carried on a **motor vehicle**;
- e. a **motor vehicle** designed for recreational use off public roads, not subject to motor vehicle registration and:
 - (1) not owned by an **insured**; or
 - (2) owned by any **insured**, provided the **occurrence** takes place on any insured **location**; or
 - (3) owned by any **insured** and designed or modified to operate at speeds not to exceed 15 miles per hour;

- f. a motorized golf cart that is:
- (1) designed to carry up to four persons; and
 - (2) not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground; and
 - (3) operated at the time of an **occurrence** within the legal boundaries of a private residential community which:
 - (a) is subject to the authority of a property owners' association,
 - (b) includes public roads upon which a motorized golf cart can legally travel, and
 - (c) contains an **insured's** residence.
- g. a **motor vehicle** not subject to motor vehicle registration that is:
- (1) used solely to service any **insured's** residence; or
 - (2) designed for assisting the handicapped, provided the **occurrence** is on an **insured location**; or
 - (3) in dead storage on an **insured location** and not capable of operation.

This exclusion does not apply to **bodily injury** to a **residence employee** arising out of and in the course of the **residence employee's** employment by any **insured**.

13. Nuclear hazard

We will not pay for **Liability** or **Medical payments to others** from any of the following, whether controlled, uncontrolled or however caused:

- a. nuclear reaction,
- b. nuclear radiation,
- c. radioactive contamination or
- d. any consequence of any of the above.

14. Other sources of compensation

We will not pay for **Liability** or **Medical payments to others** arising out of:

- a. **bodily injury** to any person eligible to receive benefits voluntarily provided or required to be provided by an **insured** under any:
 - (1) workers' compensation law,
 - (2) non-occupational disability law or
 - (3) occupational disease law.
- b. **bodily injury** or **property damage** for which any **insured** under this policy:
 - (1) is also an **insured** under a nuclear energy liability policy issued by the:
 - (a) Nuclear Energy Liability Insurance Association,
 - (b) Mutual Atomic Energy Liability Underwriters,

(c) Nuclear Insurance Association of Canada,

or any of their successors; or

(2) would be an **insured** under a nuclear energy liability policy but for the exhaustion of its limit of liability.

15. **Property damage not covered**

Liability does not apply to:

- a. **property damage** to property owned by any **insured**; or
- b. **property damage** to property rented to, occupied by, used by or in the care of any **insured**. This exclusion does not apply to **property damage** caused by fire, smoke or explosion.

Refer to **Other Losses We Cover - Damage to government housing** and **Damage to property of others** for limited cover.

16. **Premises owned by an insured**

- a. **Liability** does not apply to **bodily injury** or **property damage** arising out of an **insured's** ownership of a building or structure that any **insured** uses as a residence.
- b. **Liability** and **Medical payments to others** do not apply to **bodily injury** or **property damage** arising out of a premises owned by an **insured** that is not an **insured location**.

This exclusion does not apply to **bodily injury** to a **residence employee** arising out of and in the course of the **residence employee's** employment by any **insured**.

17. **Punitive damages**

We will not pay for **Liability** for punitive, exemplary or multiple damages, prejudgment interest, fines, or penalties.

18. **Rented premises**

Liability and **Medical payments to others** do not apply to **bodily injury** or **property damage** arising out of a premises:

- a. rented to an **insured**, or
- b. rented to others by an **insured**

that is not an **insured location**.

This exclusion does not apply to **bodily injury** to a **residence employee** arising out of and in the course of the **residence employee's** employment by an **insured**.

19. **War and terrorism**

We will not pay for **Liability** or **Medical payments to others** caused directly or indirectly by **war** or **terrorism**, including any consequence of **war** or **terrorism**. Discharge of a nuclear weapon will be deemed a warlike or terroristic act even if accidental.

20. **Watercraft and personal watercraft**

We will not pay for **Liability** or **Medical payments to others** arising out of:

- a. the ownership, maintenance, use, loading or unloading of; or
- b. the entrustment by any **insured** to any person of; or
- c. **vicarious liability**, whether or not statutorily imposed, for the actions of anyone using:
any **watercraft** or **personal watercraft**.

This exclusion does not apply to any **watercraft**:

- a. while in storage, or
- b. owned or borrowed by, or rented to any **insured**:
 - (1) with inboard, outboard or inboard-outdrive motor power of 50 horsepower or less; or
 - (2) that is a sailing vessel, with or without auxiliary power, that is no more than 35 feet in length.

This exclusion does not apply to **bodily injury** to a **residence employee** arising out of and in the course of the residence **employee's employment** by any **insured**.

PERSONAL LIABILITY CONDITIONS

1. **Duties after loss**

In case of an accident or **occurrence** for which this insurance may provide coverage, an **insured** may be required to perform the following duties that apply. If an **insured** fails to comply with the following duties, resulting in prejudice to **our** rights, then **we** will have no duty to defend any **insured** for that accident or **occurrence**. **You** will help **us** by seeing that these duties are performed.

- a. Give notice to **us** or **our** agent as soon as practically possible, which sets forth:
 - (1) the identity of the policy and **insured**;
 - (2) reasonably available information on the time, place, and circumstances of the accident or **occurrence**; and
 - (3) names and addresses of any claimants and witnesses.
- b. Cooperate with **us** in the investigation, settlement, or defense of any claim or suit.
- c. Promptly forward to **us** every notice, demand, summons, or other process relating to the accident or occurrence.
- d. At **our** request, help **us**:
 - (1) to make settlement,
 - (2) to enforce any right of contribution or indemnity against any person or organization who may be liable to any **insured**,
 - (3) with the conduct of suits and attend hearings and trials, and
 - (4) to secure and give evidence and obtain the attendance of witnesses.

- e. At **our** request under **Other Losses We Cover - Damage to property of others**, submit a sworn statement of loss within 60 days and show us the damaged property, if in an **insured's** control.
- f. An **insured** will not, except at the **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** or **property damage**.

Failure to comply with these requirements may result in the claim being delayed or denied.

2. **Expectations of an injured person**

Under **Medical payments to others**, the injured person or someone acting for the injured person may be required to:

- a. give **us** written proof of claim, under oath if required, as soon as practically possible; and
- b. authorize **us** to obtain copies of medical reports and records.

The injured person may be required to submit to a physical exam by a doctor of **our** choice when and as often as **we** reasonably require.

3. **Limit of liability**

The amount shown on the Declarations page for **Personal Liability** specifies the maximum amount **we** will pay for **bodily injury** or **property damage** because of a covered **occurrence**, 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 one **occurrence**.

The amount shown on the Declarations page for **Medical payments to others** specifies the maximum amount **we** will pay for all medical expenses payable for **bodily injury** to one person as the result of one accident.

4. **Non-admission of liability**

Payment of a claim under **Medical payments to others** does not represent an admission of liability by any **insured** or **us**.

5. **Other insurance**

If a loss covered by this policy is also covered by 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. This does not apply to other insurance written specifically to cover as excess over the limits of liability that apply in this policy.

6. **Severability of insurance**

The limit shown on the Declarations page for **Personal Liability** applies separately to each **insured**; however, severability does not increase **our** limit of liability for any one **occurrence**.

7. **Suit against us**

You may not bring action against **us** unless **you** have complied with Duties after loss and other policy provisions.

No one may assert a right to join **us** as a party to any action against an **insured**. In addition, no action with respect to **Liability** can be brought against **us** until **we** agree in writing to, or a final judgment determines, the obligations of an **insured**.