



**USAA Limited**

(Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority)

**4th Floor, Fitzwilliam House, 10 St Mary Axe, London EC3A 8AE, England**

**VALUABLE PERSONAL PROPERTY**

A Personal Articles Floater

**QUICK REFERENCE**

This policy is a legal contract between you and us. It consists of a **Declarations, Schedule, Policy** and any applicable endorsements.

Your contract insures the classes of personal property shown on the **Declarations** with a **CLASS LIMIT OF LIABILITY**. It insures the items shown on the **Schedule** and with a DESCRIPTION and LIMIT OF LIABILITY.

The **Policy** sets forth, in detail, your and our rights and obligations.

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This is a participating policy. You are entitled to dividends as may be declared by the company's Board of Directors.



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### VALUABLE PERSONAL PROPERTY

### POLICY

A Personal Articles Floater

#### AGREEMENT

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

We cover each **CLASS OF PERSONAL PROPERTY** with a dollar amount under **CLASS LIMIT OF LIABILITY** as shown on the **Declarations**. The premium is based on the primary residence address of the Named Insured, unless an exception is indicated on the **Declarations**.

Subject to the **CLASS LIMIT OF LIABILITY** displayed on the **Declarations** and subject to the policy provisions, we cover the property insured under this policy anywhere in the world.

#### DEFINITIONS

In this policy "you" and "your" refer to the "named insured" shown on the **Declarations** and the spouse when a resident of the same household.

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

The following defined words are in **boldface** when used.

**"Insured"**: you and residents of your household who are:

1. your relatives; or
2. other persons under the age of 21 and in the care of any person named above.

**"Business"**: occupation, trade or profession. This also includes:

1. the regular use of property for pay or profit;
2. items bought for the purpose of selling or trading.

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

**"Scheduled"**: an item showing a specific:

1. description; and
2. value

on the **Schedule** attached to this policy.

**"Blanket"**:

1. Jewelry is covered on a **blanket** basis when this policy's **Declarations, Class of Personal Property, 1.a. Jewelry-Blanket Coverage** shows a **Class Limit of Liability**.
2. Stamps and Coins are covered on a **blanket** basis when the item description on this policy's **Schedule** includes the word **blanket**.

#### PERSONAL PROPERTY COVERAGE

The following classes of personal property are covered, if a **CLASS LIMIT OF LIABILITY** is shown on the **Declarations**.

1. **Jewelry**: personal adornment composed in whole or in part of silver, gold, platinum or other precious metals and alloys.
2. **Furs**: personal garments consisting principally of or trimmed with natural fur.

This class includes fur jackets, coats, stoles, and neck pieces.

3. **Silverware**: sterling silverware, silver-plated ware, goldware, gold-plated ware, pewterware, platinumware and platinum-plated ware.
4. **Fine Arts**: items of rarity, artistic merit, or historical significance.

**5. Cameras:** cameras and projection equipment, including accessories and darkroom equipment.

**6. Musical Instruments:** musical instruments and their equipment and accessories.

**7. Guns:** guns and their accessories.

**8. Stamp Collections:** collections of stamps and other philatelic property.

This class includes:

- a. due, envelope, official, revenue, match and medical stamps;
- b. covers, locals, reprints, essays, proofs; and

c. books, pages and mountings of items in a. and b.

**9. Coin Collections:** collections of rare and current coins and other numismatic property either owned by you or in your custody or control.

This class includes:

- a. medals, paper money, bank notes;
- b. tokens of money;
- c. coin albums, containers, frames, cards; and
- d. display cabinets in use with the collection.

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### PERSONAL PROPERTY NOT COVERED

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We **do not cover**:

1. Any property:
  - a. while being used for **business**; or
  - b. away from the residence premises for a **business** purpose.
2. Fine Arts while displayed at any exposition.
3. Gun ammunition.

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### CAUSES OF LOSS COVERED

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We insure against risks of direct, physical loss to covered property unless the cause of loss is not covered by this policy.

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### CAUSES OF LOSS NOT COVERED

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We **do not cover** loss or damage 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.

1. Loss, theft or damage, arising out of any act committed:
  - a. by or at the direction of any **insured**; and
  - b. with the intent to cause loss or damage.
2. Neglect of any **insured** to use all reasonable means to save and preserve the property at and after the time of loss.
3. Any repairing, adjusting, servicing or maintenance operation, restoration, refinishing, renovation, or retouching.
4. Mechanical or electrical breakdown or failure.
5. Wear and tear, deterioration, inherent vice or defect.
6. Microbial organisms, including but not limited to mold, mold spores, fungus, bacterium, parasitic microorganisms and wet or dry rot.
7. War, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, including any consequence of any of these.

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

8. Nuclear reaction, radiation or radioactive contamination, whether controlled or uncontrolled, however caused. Nor is any consequence of these covered. Loss caused by these shall not be considered loss caused by fire, explosion or smoke.

But we **do cover** direct loss by fire resulting from nuclear reaction, nuclear radiation, or radioactive contamination.

9. Shipment of property by mail. However, we **do cover** shipment by registered mail or any other traceable delivery method.

#### 10. Guns:

- a. explosion, rust, fouling, marring, or scratching;
- b. seizure or destruction under quarantine or customs regulation;

- c. confiscation by order of any government or public authority;
- d. risks of contraband or illegal transportation or trade;
- e. riot, strike, labor disturbance or civil commotion.

#### 11. Stamp or Coin Collections:

- a. damage from being handled or worked on.
- b. transfer of colors, fading, creasing denting, scratching, tearing, or thinning.
- c. disappearance of individual stamps, coins or other related articles unless the item is:
  - (1) **scheduled**; or
  - (2) mounted in a volume and the page to which it is attached is also lost.

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### NEWLY ACQUIRED PROPERTY COVERAGE

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**We cover** newly acquired property of a class already insured provided the property is acquired during the policy period.

For coverage to apply to the newly acquired property, you must:

1. report the property to us within 30 days of the date acquired; and
2. pay the additional premium from the date acquired.

The most we **will pay** under this section, subject to this policy's **CONDITIONS**, is 25% of the applicable **CLASS LIMIT OF LIABILITY** shown on the **Declarations**.

If you purchased the item, we **will pay** the market cash value of the item or the amount you paid for it, whichever is less, subject to the limits described in this section.

If you acquired the item by any means other than purchasing it, we **will pay** the market cash value of the item, subject to the limits described in this section.

When a class has property covered only on a **blanket** basis, the most we **will pay** for a:

1. jewelry item is \$2,500;
2. stamp or coin item is specified under **CONDITIONS, 3. Loss Settlement, b., (2)**.

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### CONDITIONS

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#### 1. 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:

- a. for more than the amount of the **insured's** interest at the time of the loss; or
- b. for more than the applicable **Limit of Liability**.

2. **Your Duties After Loss.** In case of a loss to which this insurance may apply, you must see that the following duties are done:

- a. promptly notify us or our agent;
- b. promptly notify the police if the loss is caused by theft or vandalism;
- c. protect the property from further damage;
- d. prepare an inventory of damaged, lost, or stolen property showing the:
  - (1) quantity,
  - (2) description
  - (3) replacement cost with like kind and quality property, and

- (4) amount of loss.
- e. attach all bills, receipts and related documents that justify the figures in the inventory;
- f. provide proof of ownership.
- g. as often as we reasonably require:
  - (1) show the damaged property;
  - (2) provide us with records and documents we request and permit us to make copies;
  - (3) submit to examination under oath, while not in the presence of any other **insured**, and sign the same; and
  - (4) assure the attendance of employees, members of your household or others for examination under oath to the extent that it is within your power to do so.
- h. send to us, within 90 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief the:
  - (1) time and cause of loss;
  - (2) interest of the **insured** and all others in the property involved;
  - (3) name and address of any other insurance company which may cover the loss;
  - (4) name and address of any lienholders; and
  - (5) inventory of personal property and attachments described in 2.d. and 2.e.

**3. Loss Settlement.** Covered property losses are settled as follows:

- a. Fine Arts. We **will pay** the amount shown for each **scheduled** item which is agreed to be the value of the item.  
In case of loss to a pair or set, we agree to pay you the full amount of the set as shown in the **Schedule** and you agree to surrender the remaining articles of the set to us.
- b. Stamp Collections or Coin Collections.
  - (1) In case of loss to any **schedule** item, the amount to be paid will be

determined in accordance with **Loss Settlement**, c. All Other Insured Property.

- (2) When covered on a **blanket** basis, the most we **will pay**:
    - (i) for any one stamp, coin or individual article, or any one pair, set, strip, block, series, sheet, cover, frame or card is \$1,000; and
    - (ii) for all items in the class is the LIMIT OF LIABILITY shown on the **Schedule.**
- We **will not pay**:
- (a) for the loss of the entire **blanket**, pair or set; nor
  - (b) more than the market cash value at time of loss;
- because of a partial loss.

- c. All Other Insured Property. The value of the property is not agreed upon but will be determined at the time of loss or damage. In settling any claim, our limit of liability will not exceed that shown on this policy's Schedule for the covered property.
  - (1) It is our option to:
    - (a) replace the property with property of comparable kind, quality and usefulness, without deduction for depreciation; or
    - (b) pay you the cost to have the property repaired or restored to the condition it was in just before the loss.
  - (2) If you do not wish to have the property replaced, repaired or restored, we **will pay you the lesser** of:
    - (a) our cost to replace the property, without deduction for depreciation; or
    - (b) the cost to repair or restore it.
  - (3) We **will pay** you the **scheduled** limit of liability if we determine that it is not possible or feasible to replace, repair or restore the property.

(4) In case of loss 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; or
- (b) pay the difference between actual cash value of the property before and after the loss.

We **will not pay** you for the loss of the entire pair or set because of a partial loss.

(5) When covered on a **blanket** basis:

(a) the value of the property will be determined at the time of loss.

(b) the most we **will pay**:

- (i) for any one item in a class is \$2,500; or
- (ii) for all items in the class is the **Blanket Coverage CLASS LIMIT OF LIABILITY** shown on the **Declarations**.

The provisions under **Loss Settlement**, c. (1), (2), and (4) also apply.

d. We **will pay** for an item **only once**, either under **blanket** coverage or under **scheduled** coverage

**4. Appraisal.** If you and we do not agree on the amount of loss, either party can demand that the amount of the loss be determined by appraisal. If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand.

The two appraisers will then select a competent, impartial umpire. If the two appraisers are not able to agree upon the umpire within 15 days, you and we can ask a judge of a court of record in the state of your residence to select an umpire.

The appraisers will then set the amount of the loss. If they submit a written report of any agreement to us, the amount agreed upon will

be the amount of the loss. If they fail to agree within a reasonable time, they will submit their differences to the umpire.

Written agreement signed by any two of these three will set the amount of the loss. Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by you and us.

**5. Other Insurance.** If loss or damage covered by this policy is also covered by other insurance, we **will pay only as excess** insurance over the other insurance.

**6. Suit Against Us.** No action can be brought against us unless you have:

- a. given us notice of the loss;
- b. complied with all other policy provisions; and
- c. started the action within one year after the date of the loss.

**7. 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:

- a. reach an agreement with you;
- b. there is an entry of a final judgment; or
- c. there is a filing of an appraisal award with us.

**8. Abandonment.** You may not abandon property to us for any reason.

**9. Insurance Not To Benefit Others.** No person or organization having custody of the property and to be paid for services shall benefit from this insurance.

**10. Salvage and Recovered Property.**

- a. We have an interest in the salvage value of any property for which we have made payment under the Loss Settlement provision. At our option, property that we have paid for or replaced becomes our property.

- b. 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, you may retain the property. If you retain the property, the loss payment, or any lesser amount to which we agree, must be refunded to us.

**11. Concealment or Fraud.** We do not provide coverage to any **insured** who, whether before or after a loss, has:

- a. intentionally concealed or misrepresented any material fact or circumstance;
- b. engaged in fraudulent conduct; or
- c. made false statements; relating to this insurance.

**12. 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 on the **Declarations**.

This **Liberalization Clause** does not apply to changes implemented through introduction of a subsequent edition of our policy.

**13. 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.

**14. Spouse Access.** The named insured and we agree that the named insured and resident spouse are "customers" for purposes of state and federal privacy laws. The resident spouse 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 resident spouse shall be treated as a "customer" for purposes of state and federal privacy laws, and we will not permit the resident spouse to access policy information.

## **15. Cancellation and Nonrenewal.**

### **a. Cancellation.**

- (1) You may cancel this policy at any time. However, the effective date of cancellation cannot be earlier than the date of your request to cancel.
- (2) We may cancel this policy by notifying you in writing at least 10 days before the date cancellation takes effect. This cancellation notice to you will be mailed to your last known mailing address. Proof of mailing will be sufficient proof of notice.
- (3) When you have not paid your premium, we may cancel at any time by mailing written notice to you at your last known mailing address at least 10 days before the date cancellation takes effect.
- (4) When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- (5) If the 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.

**b. Nonrenewal.** We may elect not to renew this policy. We may do so by mailing written notice to you at your last known mailing address, at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

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

**17. 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.

- 18. Death.** If you die, then with respect to property covered under this policy at that time, insured will include:
- a. any resident of your household who is an **insured** at the time of your death;
  - b. the person having proper temporary custody of property covered by this policy until appointment and qualification of a legal representative; or
  - c. your legal representative.

**19. 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.

**20. Policy Period.** This policy applies only to loss that occurs during the policy period.

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