

**RENTERS PROTECTION POLICY
-PERSONAL LIABILITY-**

PERSONAL LIABILITY describes the protection you have against liability arising out of your residence and your personal activities.

PERSONAL LIABILITY is not complete without **Parts One and Two and GENERAL PROVISIONS** and is not in effect unless a premium is shown for it on the Declarations Page.

LIABILITY

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

We will

1. pay up to our limit of liability for the damages for which the **insured** is legally liable; and
2. provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate.

Our duty to settle or defend ends when the amount we pay equals our limit of liability for **PERSONAL LIABILITY**.

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

**bodily injury; or
property damage.**

**MEDICAL PAYMENTS
TO OTHERS**

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing **bodily injury**. Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services.

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

1. to a person on the **insured location** with the permission of an **insured**; or
 2. to a person off the **insured location**, if the **bodily injury**:
 - a. arises out of a condition on the **insured location** or the ways immediately adjoining;
 - b. is caused by the activities of an **insured**;
 - c. is caused by a **residence employee** in the course of the **residence employee's** employment by an **insured**; or
 - d. is caused by an animal owned by or in the care of an **insured**.
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**LIABILITY AND
MEDICAL PAYMENTS
EXCLUSIONS**

1. **LIABILITY** and **MEDICAL PAYMENTS TO OTHERS** do not apply to **bodily injury** or **property damage**:
 - a. which is expected or intended by the **insured**;
 - b. arising out of business pursuits of an **insured** or the rental or holding for rental of any part of any premises by an **insured**.

This exclusion does not apply to:

- (1) activities which are usual to non-business pursuits; or
- (2) the rental or holding for rental of an **insured location**;
 - (a) on an occasional basis if used only as a residence;

- (b) in part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
- (c) in part, as an office, school, studio or private garage;
- c. arising out of the rendering of or failure to render professional services;
- d. arising out of a premises:
 - (1) owned by an **insured**;
 - (2) rented to an **insured**;
 - (3) rented to others by an **insured**;
 that is not an **insured location**.
- e. arising out of:
 - (1) the ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an **insured**;
 - (2) the entrustment by an **insured** of a motor vehicle or any other motorized land conveyance to any person; or
 - (3) vicarious parental liability imposed by statute for the actions of a child or minor using a conveyance excluded in paragraph (1) or (2) above.

This exclusion does not apply to:

- (1) a trailer not towed by or carried on a motorized land conveyance.
- (2) a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and:
 - (a) not owned by an **insured**; or
 - (b) owned by an **insured** and on an **insured location**.
- (3) a motorized golf cart when used to play golf on a golf course.
- (4) a vehicle or conveyance not subject to motor vehicle registration which is:
 - (a) used to service an **insured's** residence;
 - (b) designed for assisting the handicapped; or
 - (c) in dead storage on an **insured location**.
- f. arising out of:
 - (1) the ownership, maintenance, use, loading or unloading of a watercraft described below;
 - (2) the entrustment by an **insured** of a watercraft described below to any person; or
 - (3) vicarious parental liability imposed by statute for the actions of a child or minor using a watercraft described below.

Watercraft:

- (1) with inboard or inboard-outdrive motor power of more than 50 horsepower owned by or rented to an **insured**;
- (2) that is a sailing vessel, with or without auxiliary power, which is more than 35 feet in length owned by or rented to an **insured**; or
- (3) powered by one or more outboard motor(s) with more than 50 total horsepower if the outboard motor(s) is owned by an **insured**. But, watercraft with outboard motors of more than 50 total horsepower are covered for the policy period if:
 - (a) acquired prior to the policy period and:
 - (i) you declare them at policy inception; or
 - (ii) you tell us in writing, within 45 days after you acquire them, that you intend to insure them.
 - (b) acquired during the policy period.

This exclusion does not apply while the watercraft is stored.

g. arising out of:

- (1) the ownership, maintenance, use, loading or unloading of an aircraft;
- (2) the entrustment by an **insured** of an aircraft to any person; or
- (3) vicarious parental liability imposed by statute for the actions of a child or minor using an aircraft.

An aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo.

h. caused directly or indirectly by 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, and including any consequence of any of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

i. which arises out of the transmission of a communicable disease by an **insured**.

Exclusions d., e., f., and g. do 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**.

**LIABILITY
EXCLUSIONS**

2. **LIABILITY** does not apply to:

a. liability:

- (1) for your share of any loss assessment charged against all members of an association, corporation or community of property owners;
- (2) under any other contract or agreement. However, this exclusion does not apply to written contracts:
 - (a) that directly relate to the ownership, maintenance or use of an **insured location**; or
 - (b) where the liability of others is assumed by the **insured** prior to an **occurrence**;

unless excluded in (1) above or elsewhere in this policy;

b. **property damage** to property owned by the **insured**;

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

d. **bodily injury** to any person eligible to receive any benefits:

- (1) voluntarily provided; or
- (2) required to be provided;

by the **insured** under any:

- (1) workers' compensation law;
- (2) non-occupational disability law; or
- (3) occupational disease law;

e. **bodily injury** or **property damage** for which an **insured** under this policy:

- (1) is also an **insured** under a nuclear energy liability policy; or
- (2) would be an **insured** under that policy but for the exhaustion of its limit of liability.

A nuclear energy liability policy is one issued by:

- (1) American Nuclear Insurers;
 - (2) Mutual Atomic Energy Liability Underwriters;
 - (3) Nuclear Insurance Association of Canada;
- or any of their successors;

- f. **bodily injury** to you or an **insured** within the meaning of part a or b of the definition of "**insured**".
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MEDICAL PAYMENTS EXCLUSIONS

3. **MEDICAL PAYMENTS TO OTHERS** does not apply to **bodily injury**:
- a. to a **residence employee** if the **bodily injury**:
 - (1) occurs off the **insured location**; and
 - (2) does not arise out of or in the course of the **residence employee's** employment by an **insured**;
 - b. to any person eligible to receive benefits:
 - (1) voluntarily provided; or
 - (2) required to be provided;under any:
 - (1) workers' compensation law;
 - (2) non-occupational disability law; or
 - (3) occupational disease law;
 - c. from any:
 - (1) nuclear reaction;
 - (2) nuclear radiation; or
 - (3) radioactive contamination:all whether controlled or uncontrolled or however caused; or
 - (4) any consequence of any of these.
 - d. to any person, other than a **residence employee** of an **insured**, regularly residing on any part of the **insured location**.
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PERSONAL LIABILITY ADDITIONAL COVERAGES

We cover the following in addition to the limits of liability shown on the Declarations Page for **PERSONAL LIABILITY**.

CLAIM EXPENSE

We pay:

- a. expenses we incur and costs taxed against an **insured** in any suit we defend;
 - b. premiums on bonds required in a suit we defend, but not for bond amounts more than the limit of liability for **LIABILITY**. We need not apply for or furnish any bond;
 - c. reasonable expenses incurred by an **insured** at our request, including actual loss of earnings (but not loss of other income) up to \$50 per day, for assisting us in the investigation or defense of a claim or suit;
 - d. interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies;
 - 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.
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FIRST AID EXPENSE

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

DAMAGE TO PROPERTY OF OTHERS

We will pay, at replacement cost, up to \$500 per occurrence for property damage to property of others caused by an **insured**.

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

- a. to the extent of any amount recoverable under **PERSONAL PROPERTY** if a part of this policy;
- b. caused intentionally by an **insured** who is 13 years of age or older;
- c. to property owned by an **insured**;
- d. to property owned by or rented to a tenant of an **insured** or a resident in your household; or
- e. arising out of:
 - (1) **business** pursuits;
 - (2) any act or omission in connection with a premises owned, rented or controlled by an **insured**, other than the **insured location**; or
 - (3) the ownership, maintenance, or use of aircraft, watercraft or motor vehicles or all other motorized land conveyances.

This exclusion does not apply to a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and not owned by an **insured**.

The following do not change the limit of liability shown on the Declarations Page for **PERSONAL LIABILITY**.

DAMAGE TO GOVERNMENT HOUSING

We will pay for **DAMAGE TO GOVERNMENT HOUSING**, subject to these conditions:

- a. You must be an officer
 - (1) of the U.S. Army, Navy, Marine Corps, Air Force or Coast Guard, and
 - (2) on active duty at the time of damage.
 - b. This coverage applies only to:
 - (1) damage to Government-controlled family or unaccompanied personnel housing and its Government-owned furnishings and equipment.
 - (2) damage for which you have been found responsible or liable under the report of survey system utilized by the armed service.
 - c. We will not pay more than your monthly basic pay at the time of damage.
 - d. We will not pay for damage resulting from deliberate unauthorized use of the housing, its furnishings and equipment. Nor for damage resulting from violation of military rules pertaining to the occupancy of the housing.
 - e. We will not pay for Government expense in routine or regular maintenance, replacement or cleanup resulting from normal use, wear and tear, or poor housekeeping.
 - f. We will not pay for **property damage** to the extent of any amount recoverable under **PERSONAL PROPERTY** if a part of this policy.
 - g. Exclusion 2c of **LIABILITY EXCLUSIONS** does not apply to this coverage.
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LOSS ASSESSMENT

We will pay up to \$1000 for your share of any loss assessment charged during the policy period against you by a corporation or association of property owners, when the assessment is made as a result of:

- a. each occurrence to which **PERSONAL LIABILITY** of this policy would apply;
- b. liability for each act of a director, officer or trustee 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 which are solely on behalf of a corporation or association of property owners.

This coverage applies only to loss assessments charged against you as owner or tenant of your place of residence.

We do not cover loss assessments charged against you or a corporation or association of property owners by any governmental body.

Exclusion 2a (1) under **LIABILITY EXCLUSIONS** does not apply to this coverage.

PERSONAL LIABILITY CONDITIONS

LIMIT OF LIABILITY

Our total liability under **LIABILITY** for all damages resulting from any one occurrence will not be more than the limit of liability for **LIABILITY** as shown on the Declarations Page. This limit is the same regardless of the number of **insureds**, claims made or persons injured. All **bodily injury** and **property damage** resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence."

Our total liability under **MEDICAL PAYMENTS TO OTHERS**, for all medical expense payable for **bodily injury**, to one person as the result of one accident will not be more than the limit of liability for **MEDICAL PAYMENTS TO OTHERS** as shown on the Declarations Page.

SEVERABILITY OF INSURANCE

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

DUTIES AFTER LOSS

In case of an accident or occurrence, the **insured** will perform the following duties that apply. You will help us by seeing that these duties are performed:

- a. give written notice to us as soon as is practical, 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. promptly forward to us every notice, demand, summons or other process relating to the accident or occurrence;
- c. 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 an **insured**;
 - (3) with the conduct of suits and attend hearings and trials;
 - (4) to secure and give evidence and obtain the attendance of witnesses;
- d. under the coverage - **DAMAGE TO PROPERTY OF OTHERS** - submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in the **insured's** control;
- e. the **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**.

**DUTIES OF AN
INJURED PERSON -
MEDICAL PAYMENTS
TO OTHERS**

The injured person or someone acting for the injured person will:

- a. give us written proof of claim, under oath if required, as soon as is practical; and
 - b. authorize us to obtain copies of medical reports and records.
 - c. The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.
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**PAYMENT OF CLAIM -
MEDICAL PAYMENTS
TO OTHERS**

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

SUIT AGAINST US

No action can be brought against us unless there has been compliance with the policy provisions.

No one will have the right to join us as a party to any action against an **insured**. Also, no action with respect to **LIABILITY** coverage can be brought against us until the obligation of the **insured** has been determined by final judgment or agreement signed by us.

**BANKRUPTCY OF AN
INSURED**

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

**OTHER INSURANCE -
LIABILITY**

This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.
