Allstate Deluxe Mobilehome Policy

Issued to:

Allstate Insurance Company
A Stock Company—Home Office—Northbrook, Illinois

U10119
(5-92)
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General

Insuring Agreement
Relying on the facts you have given us, Allstate agrees to provide the insurance described in this policy. In return, you agree to pay the premium and comply with the policy terms.

This policy applies only to covered losses, bodily injury, and property damage which occur during the policy period. The declarations page shows the policy period, coverages, limits of liability and premiums. This policy is not complete without the declarations page.

Definitions Used Throughout This Policy
1 “You” or “your” — mean the policyholder named on the declarations page and that policyholder’s resident spouse.

2 “Allstate”, “we”, “us” or “our” — mean the company designated on the declarations page.

3 “Insured person” — means you and, if a resident of your household, any relative or any dependent person in your care.

Under the Family Liability Protection coverage and the Guest Medical Protection coverage, “insured person” also means:

a) any person or organization legally responsible for loss caused by animals or watercraft covered by this policy which are owned by an insured person. We will not cover any person or organization, other than a transporter of the mobile home, using or having custody of animals, watercraft or non-motorized land vehicles without permission of the owner.
b) with respect to the use of any vehicle covered by this policy, any person while engaged in the employment of an insured person.

4 “Bodily Injury” — means bodily injury, sickness or disease, including resulting death, care and loss of services.

5 “Business” — means:
a) any trade, profession or occupation and the use of any part of any premises for such purposes; and
b) any property rented or held for rental by an insured person. However, rental of a residence premises isn’t considered a business when:
   1) it is rented occasionally for dwelling purposes; or
   2) a portion is rented or held for rental as an office, school, studio or private garage.

6 “Insured Premises” — means:
a) The residence premises; and
b) under Section II only:
   1) A one, two, three or four family dwelling or apartment where you reside which is described on the declarations page;
   2) any other residence premises acquired by you during the premium period for use as a residence;
   3) any part of a premises not owned by an insured person but where an insured person is living temporarily;
   4) cemetery plots or burial vaults owned by an insured person;
   5) vacant land, other than farmland, owned by or rented to an insured person;
   6) land owned by or rented to an insured person where a one, two, three or four
family dwelling is being built as that person’s residence; farm land rented to others, without buildings, not to exceed 500 acres.

7) “Property Damage” means physical injury to or destruction of tangible property, including loss of its use.

8) “Residence employee” means an employee of an insured person while performing duties arising out of and in the course of employment in connection with the maintenance or use of the residence premises. This includes similar duties for an insured person elsewhere, not in connection with the business of an insured person.

9) “Residence premises” means the mobile home, separate structures, and owned or rented grounds, where you reside as shown on the declarations page.

We Make The Following Agreements With You:

Conformity to State Statutes
When the policy provisions are in conflict with the statutes of the state in which the residence premises is located, the provisions are amended to conform to such statutes.

Coverage Changes
When Allstate broadens coverage under this policy during the premium period without charge, you have the new features if you have the coverage. Otherwise, the policy can be changed only by endorsement.

Policy Transfer
You may transfer this policy to another person only with our written consent.

Continued Coverage After a Death
If you die, coverage will continue until the end of the premium period for:

1) Your legal representative but only with respect to your premises and property covered by this policy on the date of your death.
2) An insured person, and any person having proper temporary custody of your property until a legal representative is appointed.

Cancellation
Your Right to Cancel
You may cancel this policy by:

1) Returning it to us; or
2) Notifying us in writing for the future date you wish to stop coverage.

Our Right to Cancel
Allstate may cancel this policy by mailing notice to you. When this policy has been in effect for less than 60 days, Allstate may cancel this policy for any reason by mailing notice to you at least 10 days before the cancellation takes effect.

When this policy has been in effect for 60 days or more, or if it is a renewal policy, Allstate may not cancel this policy except for one or more of these reasons:

1) Non-payment of premium;
2) Misrepresentation, fraud or withholding of material facts when the policy was obtained or when a claim was submitted; or
3) There has been a substantial change or increased hazard in the risk we originally agreed to insure.

We will mail notice to you before the cancellation takes effect. We will give at least 10 days notice if for non-payment of premium. We will give at least 30 days notice for the other reasons.

Mailing the notice to the address shown on the declarations page shall be proof of notice. The effective date and hour shown on the cancellation notice shall be the end of the policy period. Your return premium, if any, will be on a pro rata basis. Return premium will be given at the time of cancellation or as soon as practicable. However, payment of unearned premium is not a condition of cancellation.
If we don’t intend to continue the policy beyond any anniversary of its original effective date, we will mail you notice at least 30 days before the end of the applicable premium period.

**Concealment or Fraud**
We do not cover an insured person who has concealed or misrepresented any material fact or circumstance relating to this insurance, before or after the loss.

**Section I Your Property**

**Part 1 — Coverage A**

**Mobile Home Protection**

**We Will Cover:**
1. Your mobile home at the residence premises used primarily as a private residence.
2. Attached structures, equipment and accessories which were built into and formed a permanent part of the mobile home when it was purchased by you. This includes replacements for such items that remain a permanent part of the mobile home.
3. Steps, and oil and gas drums or tanks connected to the mobile home which furnish heating or cooking fuel.
4. Materials and supplies at or adjacent to the residence premises for use in construction, alteration or repair of the residence premises.
5. Wall-to-wall carpeting which is a permanent part of the mobile home.

**Improvements**
We Will Cover:
1. Attached structures, equipment and accessories which you add to your mobile home and which become a permanent part of the mobile home.
2. Other structures at the residence premises separated from the mobile home by clear space.

Structures connected to the mobile home by only a fence, utility line, or similar connection are considered to be other structures.

We will not pay more than $100 in any one loss of an outside radio or television antenna and its tower.

Property We Do Not Cover:
Structures that are not attached to your mobile home:
1. used in whole or part for business purposes; or
2. rented or held for rental to other than a tenant in your mobile home. This does not apply to the rental of a private garage.

**Losses We Cover**
We will pay for damage to the property described in the Mobile Home Protection coverage from all risks of physical loss except as limited or excluded in this policy.

**Exclusions — Losses We Do Not Cover**
We do not cover loss or damage to the property covered in the Mobile Home Protection coverage resulting directly or indirectly from:
1. Water damage, meaning:
   a) water which backs up through sewers or drains; or
   b) water below the surface of the ground. This includes water which exerts pressure on, or flows, seeps or leaks through any part of a mobile home, or other structure, sidewalk, driveway, or swimming pool.

   Direct loss that follows water damage and is caused by fire, explosion or theft is covered.
2. Wear and tear; marring; scratching; deterioration; inherent vice; latent defect; mechanical breakdown; rust; mold; wet or dry rot; contamination; smog; smoke from agricultural smudging or industrial operations; settling, cracking, shrinking, bulging, or expansion of pavements, patios, foundations, walls, floors, roofs, or ceilings; birds, vermin, rodents, insects or domestic animals.
If any of the above cause water to escape from a plumbing, heating, air conditioning system or household appliance, we cover loss caused by water. We also cover the cost of tearing out and replacing any part of a mobile home or other structure necessary to repair the system or appliance. We do not cover loss to the system or appliance from which the water escaped.

Any ensuing direct loss not excluded is covered.

3  Enforcement of any ordinance or law regulating the construction, repair or demolition of a mobile home or other structure. We will cover loss caused by actions of civil authority to prevent the spread of fire, unless the fire is caused by a loss we do not cover.

4  Neglect of an insured person to take all reasonable steps to save and preserve property at and after a loss or when the property is endangered by a loss we cover.

5  Conversion, embezzlement or secretion by the selling dealer or by any person in lawful possession of the mobile home.

6  Collision or upset of the mobile home.

7  Continuous or repeated seepage or leakage of water or steam over a period of time from within a plumbing, heating or air conditioning system or from within a household appliance.

8  Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to fences, pavements, patios, swimming pools, foundations, retaining walls, bulkheads, piers, wharves or docks.

9  Freezing of plumbing, heating or air conditioning systems or household appliances, or by discharge, leakage or overflow from within the systems or appliances, from freezing, while the mobile home is vacant or unoccupied unless you have used reasonable care to:
   a) maintain heat in the mobile home; or
   b) shut off the water supply and drain the system and appliances.

10  Theft in or to a mobile home under construction or installation, or of construction materials and supplies, until the mobile home is completed and occupied.

11  Vandalism and Malicious Mischief or glass breakage if the mobile home covered had been vacant for more than 30 consecutive days immediately prior to the loss. A mobile home being installed is not considered vacant.

12  Nuclear action, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these. Loss caused by nuclear action is not considered loss by fire, explosion or smoke. Direct loss by fire resulting from nuclear action is covered.

13  War or warlike acts, including insurrection, rebellion or revolution.

14  Any loss occurring while the hazard is increased by any means within the control or knowledge of an insured person.

Part 2 — Coverage B
Personal Property Protection

We Will Cover:

1  Personal property owned or used by an insured person anywhere in the world. However, when personal property is usually at a residence other than the residence premises, coverage is limited to 10% of the limit of liability shown for Personal Property Protection coverage. This limitation does not apply to personal property in a newly acquired principal residence for 30 days after moving begins.

2  At your option, we will cover personal property owned by others while on the part of the residence premises occupied by an insured person.
Personal Property We Do Not Cover

1. Personal property separately described and specifically insured by this or any other policy.

2. Animals.

3. Motorized land vehicles. We do cover those vehicles used to service the residence premises which are not designed or licensed for road use.

4. Aircraft and aircraft parts.

5. Property of roomers, boarders and other tenants not related to an insured person.

6. Property rented or held for rental to others off the residence premises.

7. Any sound reproducing, recording, transmitting, or receiving system in or upon a motorized land vehicle which can be operated by power from the electrical system of the motorized land vehicle, and any tape or similar item useable with that system.

Limitations On Certain Personal Property

Limitations apply to the following groups of personal property. These limitations do not increase the amount of insurance under the Personal Property Protection coverage. The total amount of coverage for each group in any one loss is as follows:

1. Money, bullion, bank notes, coins, medals and other numismatic property.

2. Property used or intended for use in a business.

3. Theft of jewelry, watches, furs, including any item containing fur which represents its principal value, precious and semi-precious stones, and gold other than goldware, silver other than silverware, and platinum.

4. Accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, passports, securities, tickets, or stamps, including philatelic property.

5. Watercraft, including their trailers, furnishings, equipment and outboard motors.

6. Trailers not used with watercraft.

7. Theft of silverware, goldware and pewterware.

8. Theft of guns.


Losses We Cover

We will pay for direct loss to the property described in the Personal Property Protection coverage, except as limited or excluded in this policy, caused by:

1. Fire or Lightning.

2. Windstorm or Hail.

   We do not cover any loss caused directly or indirectly by rain, sleet, snow or ice, other than hail, whether wind driven or not. However, we will cover loss to personal property inside the mobile home or other structure caused by rain, snow, sleet, sand or dust if the wind or hail first damages the roof or walls and the wind forces the rain, snow, sleet, sand or dust through the opening.

   We do not cover any loss to watercraft and their trailers, furnishings, equipment and motors unless inside a fully enclosed building. However, we will cover canoes and rowboats on the residence premises.

3. Explosion.
4 Riot or Civil Commotion, including direct loss from pillage or looting during, and at the site of, the loss.

5 Aircraft, including self-propelled missiles and spacecraft.

6 Vehicles.

   We do not cover damage caused by vehicles:
   a) owned or operated by a transporter of the mobile home; or
   b) while the mobile home is on a public or private road.

7 Smoke, if the loss is sudden and accidental.

   We do not cover loss caused by smoke from agricultural smudging or industrial operations.

8 Vandalism and Malicious Mischief.

9 Falling objects.

   We do not cover loss to personal property inside a mobile home or other structure unless the falling object first damages the exterior walls or roof of the mobile home or other structure.

10 Weight of ice, snow or sleet which causes damage to personal property in a mobile home or other structure, but only if the weight of ice, snow or sleet physically damages the mobile home or other structure.

11 Collapse of a mobile home or building or any part of them, but collapse does not include bulging, cracking, expansion, settling or shrinkage.

12 Sudden and accidental loss from artificially generated electrical currents.

   We do not cover loss to tubes, transistors or similar electronic components.

13 Sudden and accidental bulging, burning, cracking or rupture of a steam or hot water heating system or appliance.

   We do not cover loss caused by or resulting from freezing.

14 Water or steam that escapes from an air conditioning, heating or plumbing system or from within a domestic appliance due to:
   a) accidental leakage or overflow, or
   b) freezing of the system or appliance.

   We do not cover loss from freezing while the mobile home is unoccupied unless you have used reasonable care to:
   a) maintain heat in the mobile home; or
   b) shut off the water supply and drain the system and appliances.

   We do not cover loss to the appliance from which the water or steam escapes.

15 Earthquake or Landslide.

   One or more earthquake shocks occurring within a seventy-two hour period will be considered a single earthquake.

16 Flood or other water rising from outside the mobile home.

   We do not cover:
   a) water which backs up through sewers or drains; or
   b) water below the surface of the ground. This includes water which exerts pressure on, or flows, seeps or leaks through any part of the mobile home or other structure, sidewalk, driveway, or swimming pool.

   Direct loss that follows water damage and is caused by fire, explosion or theft is covered.

17 Theft or attempted theft, including loss of property from a known place where it is likely that a theft has occurred.
We do not cover:
   a) theft committed by an insured person;
   b) theft in or from a mobile home under construction or installation, or of construction materials and supplies, until the mobile home is completed and occupied;
   c) theft of any property while at any other residence owned, rented to or occupied by an insured person unless the insured person is temporarily residing there at the time of loss;
   d) theft of trailers, campers, watercraft, including furnishings, equipment and outboard motors, away from the residence premises; or
   e) theft from any part of a residence premises rented by you to other than an insured person.

Exclusions — Losses We Do Not Cover
We do not cover loss or damage to the property described in the Personal Property Protection coverage resulting directly or indirectly from:

1 Enforcement of any ordinance or law regulating the construction, repair or demolition of a mobile home or structure. We will cover loss caused by actions of civil authority to prevent the spread of fire, unless the fire is caused by a loss we do not cover.

2 Neglect of an insured person to take all reasonable steps to save and preserve property at and after a loss or when the property is endangered by a loss we do not cover.

3 Nuclear action, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these. Loss caused by nuclear action is not considered loss by fire, explosion or smoke. Direct loss by fire resulting from nuclear action is covered.

4 War or warlike acts, including insurrection, rebellion or revolution.

5 Any loss occurring while the hazard is increased by any means within the control or knowledge of an insured person.

Part 3
Additional Protection

1 Loss Of Use Of Your Mobile Home
   a) We will pay the reasonable increase in living expenses necessary to maintain the normal standard of living of your household, when a loss we cover makes your residence premises uninhabitable.

   Payment shall not exceed three consecutive months from the time of loss, or the period of time required:
   1) using due diligence and dispatch, to repair or replace the damaged or destroyed property; or
   2) for you to permanently relocate;
   whichever is less.

   b) We will pay your loss of fair rental income resulting from a covered loss, less charges and expenses which do not continue, while the part of the residence premises you rent to others, or hold for rental, is uninhabitable. We will pay this loss of fair rental income for the shortest time required to repair or replace the rented part, not to exceed three consecutive months from the time of loss.

   c) We will pay the reasonable and necessary increase in living expenses and the loss of fair rental income for up to two weeks should civil authorities prohibit the use of your residence premises due to a loss at a neighboring premises caused by a type of loss we cover.

   These periods of time are not limited by the termination of this policy.
We will not pay for loss or expense due to the cancellation of any lease or agreement. No deductible applies to this coverage.

2 Credit Card And Check Forgery

We will pay for loss:

a) that an insured person is legally required to pay for the unauthorized use of any credit card. This card must be issued to or registered in the name of an insured person.

b) caused by forgery or alteration of a check or similar instrument made or drawn upon an insured person.

Our maximum limit of liability for any one loss is $1,000. All loss due to forgery or unauthorized use by any one person or in which that person is concerned is considered one loss.

We will pay for:

a) loss arising from any business of an insured person.

b) loss caused by or at the direction of an insured person or any other person who has been entrusted with any credit card.

When loss is discovered, the insured person must give us immediate written notice. If the loss involves a credit card or charge plate, the insured person must also give immediate written notice to the company that issued the card or plate. Failure to comply with the terms and conditions of the card or plate voids this protection.

We will pay only for loss occurring during the policy period. This includes those losses discovered and reported to us within one year after the policy has terminated. We have the right to investigate and settle any claim or suit as we feel appropriate. Full payment of the amount of insurance for any one loss ends our obligation under each claim or suit arising from the loss.

We will defend any suit brought against an insured person for the enforcement of payment covered under Credit Card protection. The defense will be at our expense, with counsel of our choice.

We have the option to defend an insured person or the insured person’s bank against a suit for the enforcement of payment covered under Check Forgery protection. The defense will be at our expense, with counsel of our choice.

No deductible applies to this coverage.

3 Change Of Mobile Home

If you replace the mobile home at your residence premises, we will cover the replacement under the provisions of this policy. You must notify us within 60 days and pay any additional premium required. This protection will not apply to any loss against which an insured person has other collectible insurance.

4 Debris Removal

We will pay the reasonable cost charged for the necessary removal of the debris of covered property damaged in a loss we cover. This protection does not increase the amount of insurance applying to the covered property.

However, in the event of a total loss of the mobile home, we will pay up to an additional 5% of the actual cash value of the mobile home for debris removal expense provided the damaged property is repaired or replaced at the residence premises.

5 Emergency Removal Service

We will pay the reasonable expense incurred by you, not to exceed $500, for each removal and return of your mobile home, if it is endangered by a loss we cover. The removal must be urgently necessary to avoid damage to the mobile home.

No deductible applies to this coverage.
6 Fire Department Charges
We will pay up to $250 per run for service charges made by fire departments called to protect your property from a loss we cover at the residence premises.

No deductible applies to this coverage.

7 Necessary Repairs After A Loss
We will pay the reasonable expense for necessary repairs to protect covered property from further damage after a loss we cover. This protection does not increase the amount of insurance applying to the covered property.

8 Removal Of Property
We will pay for direct loss to covered property damaged in any way while removed from your premises because of danger from a loss we cover.

Protection is limited to a 30-day period from date of removal and applies on a pro-rata basis. This protection does not increase the amount of insurance applying to the covered property.

9 Trees, Shrubs, Plants And Lawns
We will pay up to an additional 5% of the limit of insurance applying to the Mobile Home Protection coverage for loss to trees, shrubs, plants and lawns at the residence premises. Coverage applies to loss caused by: fire, lightning, explosion, riot or civil commotion, vandalism or malicious mischief, theft, aircraft or vehicles not owned or operated by an occupant of the residence premises.

We will not pay for:
   a) more than $500 on any one tree, shrub or plant, including any debris removal expense.
   b) trees, shrubs, plants and lawns grown for business purposes.

10 Consequential Loss
We will pay for loss to covered personal property in your mobile home at the residence premises due to temperature changes because of damage to the mobile home or its equipment caused by a loss we cover.

Part 4
Section I Conditions

1 Deductible
We will pay only when a covered loss exceeds the deductible shown on the declarations page for that coverage, and then only for the excess amount, unless we have otherwise indicated in this policy.

2 Insurable Interest And Our Liability
In the event of a covered loss, we will not pay an insured person more than:
   a) the insurable interest that person has in the property covered; nor
   b) more than the amount of coverage afforded by this policy.

3 What You Must Do After A Loss
In the event of a loss to property that this policy may cover, you must do the following things:
   a) Promptly give us or our agent written notice. Report any theft to the police. If the loss involves a credit card or charge plate, written notice must also be given to the company that issued the card or plate.
   b) Protect the property from further loss including making reasonable and necessary repairs to protect it. You shall also keep an accurate record of any repair expenses.
   c) Promptly separate the damaged and undamaged personal property. Furnish us with a detailed list of the damaged or destroyed property, showing the quantity, cost, actual cash value and the amount of loss claimed.
   d) Give us for examination all books of account, bills, invoices and other vouchers, or certified copies, which we may reasonably request and permit us to make copies.
e) Produce receipts for any increased costs to maintain your standard of living while your mobile home is uninhabited.

f) As often as we reasonably require:
1) show us the damaged property; and
2) submit to examinations under oath and give us signed statements.

g) Produce bills and receipts for improvements made by you which became a permanent part of the mobile home after you originally purchased it.

h) Within 60 days after the loss, give us a signed, sworn proof of the loss. This statement should include the following information:
1) the date, time, location and cause of loss;
2) the interest you and others have in the property, including any encumbrances;
3) the actual cash value and amount of loss of each item damaged or destroyed;
4) other insurance that may cover the loss;
5) changes in title, use, occupancy or possession of the property during the policy period;
6) the specifications and repair estimates of any damaged mobile home or structure we may request;
7) evidence supporting a claim under the Credit Card and Check Forgery coverage. This should state the cause and amount of loss.

4 Our Settlement Options
In the event of a covered loss, we have the option of taking all or part of the covered property at the agreed or appraised value. We have the option to repair, rebuild or replace the damaged or destroyed property with property of like kind and quality within a reasonable time. We shall give you notice of our intention to repair, rebuild or replace the damaged or destroyed property within 30 days after we receive your signed, sworn proof of loss.

We may at any time before the loss is paid or the property is replaced, return any stolen property to you with payment for any resulting damage.

5 How We Settle A Loss
A covered property loss will be settled on an actual cash value basis.

In making an actual cash value settlement, payment will not exceed the smallest of the following amounts:
a) The actual cash value at the time of the loss;
b) The amount necessary to repair or replace the damaged property; or
c) The limit of liability applying to the property.

6 Abandoned Property
We are not obligated to accept any property abandoned by an insured person.

7 Our Payment Of Loss
We shall adjust all losses with you. We shall pay you unless another payee is named in the policy. We shall pay within 60 days after the amount of loss is finally determined. This amount may be determined by:
a) agreement between you and us, or
b) a court judgment, or
c) an appraisal award.

8 Appraisal
If you and we fail to agree on the actual cash value or the amount of loss, either party may make written demand for an appraisal. Each party will select a competent and disinterested appraiser and notify the other of the appraiser’s identity within 20 days after the demand is received. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire within 15 days, you or we can ask a judge of a court of record in the state where the residence premises is located to select an umpire.

The appraisers shall then determine the amount of loss, stating separately the actual cash value and the amount of loss to each item. If the
appraisers submit a written report of an agreement to us, the amount agreed upon shall be the amount of loss. If they cannot agree, they will submit their differences to the umpire. A written award by any two will determine the actual cash value and the amount of loss.

Each party will pay the appraiser chosen, and equally bear expenses for the umpire and all other expenses of the appraisal.

9 Liensholders
Loss shall be payable to lienholders named on the declarations page, to the extent of their interest and in the order of precedence and all the provisions of this policy apply to these lienholders.

We will:

a) protect the lienholder’s interest in an insured mobile home in the event of an increase in hazard, change in ownership, or foreclosure if the lienholder has no knowledge of these conditions.
b) give the lienholder at least 10 days notice of the lien.

The Lienholder will:

a) furnish proof of loss within 60 days after notice of the loss if an insured person fails to do so.
b) pay upon demand any premium due if an insured person fails to do so.
c) notify us of any change of ownership or occupancy or any increase in hazard of which the lienholder has knowledge.
d) give us the lienholder’s right of recovery against any party liable for loss.
e) after a loss, permit us to satisfy the lien requirements and receive full transfer of the lien.

This lienholder interest provision shall apply to any mortgagee, trustee, loss payee or other secured party.

10 Permission Granted

a) The residence premises may be vacant or unoccupied without limit of time, except where this policy states otherwise.
b) You may make alterations, additions and repairs to the residence premises and complete structures under construction.

11 Our Rights To Recover Payment

When we pay any covered loss, an insured person’s right to recover from anyone else becomes ours up to the amount we have paid. An insured person must protect these rights and help us enforce them. You may waive your rights to recover against another person involving the property covered in this policy. This must be done in writing prior to a loss.

12 Suit Against Us

No suit or action may be brought against us unless there has been full compliance with all the terms of this policy. Any suit or action must be brought within one year after the loss.

13 Loss To A Pair Or Set

If there is a covered loss to a pair or set, we may:

a) repair or replace any part of the pair or set to restore it to its value before the loss; or
b) pay the difference between the actual cash value of the property before and after the loss.

14 Glass Replacement

We will replace covered glass using safety glazing materials when required by law.

15 No Benefit To Bailee

This insurance will not in any way benefit any person or organization who may be caring for or handling your property for a fee.

16 Control Of Property

Any act or neglect of another person will not impair this insurance, if not within your control.
Other Insurance
If both this insurance and other insurance apply to a covered loss, we will pay our share. Our share will be the proportionate amount that this insurance bears to the total amount of all applicable insurance. However, this insurance shall be excess over any other insurance that covers loss by theft.

Section II Family Liability
Part 1 — Coverage X
Family Liability Protection

Losses We Cover
We will pay all sums arising from the same loss which an insured person becomes legally obligated to pay as damages because of bodily injury or property damage covered by this part of the policy.

We may investigate or settle any claim or suit for covered damages against an insured person. If an insured person is sued for these damages, we will provide a defense with counsel of our choice, even if the allegations are not true. We are not obligated to pay any claim or judgment or defend any suit after we have exhausted the limit of our liability.

Exclusions — Losses We Do Not Cover
1. We do not cover any bodily injury or property damage which may reasonably be expected to result from the intentional or criminal acts of an insured person or which is in fact intended by an insured person.

2. We do not cover bodily injury to an insured person or property damage to property owned by an insured person.

3. We do not cover bodily injury to any person eligible to receive benefits required or voluntarily provided by an insured person under any workers’ compensation, non-occupational disability or occupational disease law.

4. We do not cover bodily injury or property damage arising out of the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any aircraft.

5. We do not cover bodily injury or property damage arising out of the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any motorized land vehicle or trailer.

This exclusion does not apply to:
   a) a motorized land vehicle in dead storage or used exclusively on the residence premises;
   b) any motorized land vehicle designed principally for recreational use off public roads, unless that vehicle is owned by an insured person and is being used away from the residence premises;
   c) a golf cart owned by an insured person when used for golfing purposes;
   d) a trailer of the boat, camper, home or utility type unless it is being towed or carried by a motorized land vehicle;
   e) farm type tractors, crawlers or farm implements;
   f) bodily injury to a residence employee.

6. We do not cover bodily injury or property damage arising out of watercraft away from the residence premises:
   a) owned by or rented to an insured person if it has inboard or inboard-outboard motor power of more than 50 horsepower;
   b) owned by or rented to an insured person if it is a sailing vessel 26 feet or more in length;
   c) powered by one or more outboard motors with more than 25 total horsepower owned by an insured person.

This exclusion does not apply to bodily injury to a residence employee.
We do not cover bodily injury or property damage arising out of the rendering of or failure to render professional services.

We do not cover bodily injury or property damage arising out of the business pursuits of an insured person.

We do cover:

a) activities normally considered non-business;
b) the occasional and part-time business activities of an insured person who is a student under 21 years of age; and
c) farm property rented to others which is an insured premises.

We do not cover bodily injury or property damage arising out of any premises owned, rented or controlled by an insured person which is not an insured premises. This exclusion does not apply to bodily injury to a residence employee.

We do not cover property damage to property occupied or used by an insured person, or rented to or in the care of an insured person. However, if the property damage arises out of fire, explosion or smoke at an insured premises not owned by an insured person, this exclusion does not apply to that premises or its contents. Smoke means only the sudden and faulty operation of a cooking or heating unit.

We do not cover any liability an insured person assumes under any oral contract or agreement. We will not cover any contract or agreement in connection with a business of an insured person.

We do not cover bodily injury or property damage caused by war or warlike acts, including insurrection, rebellion or revolution.

Part 2 — Coverage Y
Guest Medical Protection

Losses We Cover
We will pay the reasonable expenses incurred for necessary medical, surgical, x-ray and dental services, prosthetic devices, eye glasses, hearing aids and pharmaceuticals, and ambulance, hospital, licensed nursing, and funeral services. These expenses must be incurred and the services rendered within three years from the date of an accident causing bodily injury covered by this part of the policy.

Each person who sustains bodily injury is entitled to this protection when that person is:

1 On the insured premises with the permission of an insured person.

2 Off the insured premises, if the bodily injury:
   a) arises out of a condition on the insured premises or immediately adjoining ways.
   b) is caused by the activities of an insured person or a residence employee.
   c) is caused by an animal owned by or in the care of an insured person.
   d) is sustained by a residence employee.

Exclusions — Losses We Do Not Cover

1 We do not cover any bodily injury which may reasonably be expected to result from the intentional or criminal acts of an insured person or which is in fact intended by an insured person.

2 We do not cover bodily injury to an insured person including a resident of the insured premises. However, this exclusion does not apply to a residence employee.

3 We do not cover bodily injury to any person eligible to receive benefits required or voluntarily provided under any workers’ compensation, non-occupational disability or occupational disease law.
4 We do not cover bodily injury arising out of the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any aircraft.

5 We do not cover bodily injury arising out of the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any motorized land vehicle or trailer.

This exclusion does not apply to:

a) a motorized land vehicle in dead storage or used exclusively on the residence premises;

b) any motorized land vehicle designed principally for recreational use off public roads, unless that vehicle is owned by an insured person and is being used away from the residence premises;

c) a golf cart owned by an insured person when used for golfing purposes;

d) a trailer of the boat, camper, home or utility type unless it is being towed or carried by a motorized land vehicle;

e) farm type tractors, crawlers or farm implements;

f) bodily injury to a residence employee.

6 We do not cover bodily injury arising out of watercraft away from the residence premises:

a) owned by or rented to an insured person if it has inboard or inboard-outboard motor power of more than 50 horsepower;

b) owned by or rented to an insured person if it is a sailing vessel 26 feet or more in length; or

c) powered by one or more outboard motors with more than 25 total horsepower owned by an insured person.

This exclusion does not apply to bodily injury to a residence employee.

7 We do not cover bodily injury arising out of the rendering of or failure to render professional services.

8 We do not cover bodily injury arising out of the business pursuits of an insured person.

We do cover:

a) activities normally considered non-business;

b) the occasional and part-time business activities of an insured person who is a student under 21 years of age; and

c) farm land rented to others which is an insured premises.

9 We do not cover bodily injury to any person arising out of a business activity or professional service conducted on the insured premises.

10 We do not cover bodily injury arising out of any premises owned, rented or controlled by an insured person which is not an insured premises. This exclusion does not apply to bodily injury to a residence employee.

11 We do not cover bodily injury caused by war or warlike acts, including insurrection, rebellion or revolution.

Part 3
Additional Protection
We will pay, in addition to the limits of liability:

1 Claim Expenses
We will pay:

a) all costs we incur in the settlement of any claim or the defense of any suit against an insured person.

b) interest accruing on damages awarded, until such time as we have paid, formally offered, or deposited in court the amount for which we are liable under this policy. Interest will be paid only on damages which do not exceed our limits of liability.

c) all premiums on appeal and attachment bonds required. We have no obligation to apply for or furnish bonds.
d) loss of earnings up to $50 per day, but not other income, when we ask you to attend trials and hearings.
e) any other reasonable expenses incurred by an insured person at our request.

2 Emergency First Aid
We will pay expenses incurred by an insured person for first aid to other persons at the time of the accident for bodily injury covered under this policy.

3 Damage To Property Of Others
At your request, we will pay up to $250 when an insured person causes property damage to someone else’s property. At our option, we will pay either the actual cash value of the property damaged by an insured person, or repair or replace the property.

We will not pay for property damage:
a) to property covered under Section I of this policy.
b) to property intentionally damaged by an insured person 13 years of age or older.
c) to property owned by or rented to an insured person, any tenant of an insured person, or any resident in your household.
d) arising out of:
   1) business pursuits;
   2) any act or omission in connection with a premises owned, rented or controlled by an insured person which is not an insured premises; or
   3) the ownership or use of a motorized land vehicle, trailer, aircraft or watercraft.

Part 4
Section II Conditions

1 What You Must Do After A Loss
In the event of bodily injury or property damage, you must do the following things:
a) Promptly notify us, or our agent in writing, stating:
1) your name and policy number.
2) the date, the place and the circumstances of the loss.
3) the name and address of anyone who might have a claim against an insured person.
4) the names and addresses of any witnesses.
b) Send us any legal papers received relating to a claim or suit.
c) At our request, an insured person will:
   1) cooperate with us and assist us in any matter concerning a claim or suit.
   2) help us enforce any right of recovery against any person or organization who may be liable to an insured person.
   3) attend any hearing or trial.
   4) help us by collecting and giving evidence and by obtaining the attendance of witnesses.
d) Under the Damage to Property of Others coverage, give us a sworn statement of the loss. This must be made within 60 days after the loss. Also, be prepared to show us any damaged property under an insured person’s control.

An insured person will not voluntarily pay any money, assume any obligation or incur any expense, except at that person’s own cost, other than for first aid to others at the time of the loss as provided for in this policy.

2 What An Injured Person Must Do——Guest Medical Protection
If someone is injured, that person, or someone acting for that person, must do the following:
a) Promptly give us written proof of the loss. If we request, this must be done under oath.
b) Give us written authorization to obtain copies of all medical records and reports.
c) Permit doctors we select to examine the injured person as often as we may reasonably require.
3 Our Payment Of Loss Under The Guest Medical Protection
We may pay the injured person or the provider of the medical services. Payment under this coverage is not an admission of liability by us or an insured person.

4 Our Limits Of Liability
This insurance applies separately to each insured person. Regardless of the number of insured persons, injured persons, claims, claimants or policies involved, our total liability under the Family Liability Protection coverage for damages resulting from one loss will not exceed the limit shown on the declarations page. All bodily injury and property damage resulting from one accident or from continuous or repeated exposure to the same general conditions is considered the result of one loss. Our total liability under the Guest Medical Protection coverage for all medical expenses payable for bodily injury to any one person shall not exceed the "each person" limit shown on the declarations page. Our total liability for all medical expenses payable for bodily injury, regardless of the number of persons injured in one loss, shall not exceed the "each accident" limit shown on the declarations page.

5 Bankruptcy
We are not relieved of any obligation under this section of the policy because of the bankruptcy or insolvency of any insured person.

6 Our Rights To Recover Payment
When we pay any loss, an insured person’s right to recover from anyone else becomes ours up to the amount we have paid. An insured person must protect these rights and help us enforce them. This condition does not apply to the Guest Medical Protection coverage or the Damage to Property of Others coverage.

7 Suit Against Us
a) No suit or action can be brought against us unless there has been full compliance with all the terms of this policy.

b) No suit or action can be brought against us under the Family Liability Protection coverage until the obligation of an insured person to pay is finally determined either by judgment against the insured person after actual trial, or by written agreement of the insured person, injured person, and us.

c) No one shall have any right to make us a party to a suit to determine the liability of an insured person.

8 Other Insurance — Family Liability Protection
If both this insurance and other insurance apply to a covered loss, we will pay our share. Our share will be the proportionate amount that this insurance bears to the total amount of all applicable insurance. If an insured person has a loss covered by this policy involving a motorized land vehicle or watercraft, we shall pay only after that person’s other insurance has been exhausted.

Section III Optional Protection

Optional Coverages You May Buy
The following Optional Coverages apply only when they are indicated on the declarations page and premiums are shown. The provisions of this policy apply to each Optional Coverage in this section unless modified by the terms of the specific Optional Coverage.

1 Coverage F — Fire Department Charges
The $250 limit applying to fire department service charges covered in this policy is increased to the amount shown on the declarations page.

2 Coverage J—Extended Coverage On Jewelry, Watches And Furs
The Personal Property Protection coverage is extended to pay for all risks of physical loss to the following property, subject to the provisions in this coverage:

a) jewelry, watches, gems, precious and semi-precious stones, gold, platinum, and
b) furs, including any item containing fur which represents its principal value.

The amount of coverage is shown on the declarations page. This amount is not in addition to the amount of insurance applying to the **Personal Property Protection** coverage. However, in no event will coverage be less than would have applied in the absence of Coverage J.

We will not pay when any direct or indirect loss is due to:

a) wear and tear, gradual deterioration, inherent vice, insects or vermin;

b) nuclear action, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these;

c) neglect of an **insured person** to take all reasonable steps to save and preserve property at and after a loss or when the property is endangered by a loss we cover; or

d) war or warlike acts, including insurrection, rebellion or revolution.

Any deductible shown on the declarations page applicable to a personal property loss, also applies to loss under this coverage.

3 **Coverage R—Additional Dwelling Rented To Others**

The **Family Liability Protection** coverage and **Guest Medical Protection** coverage are extended to cover a one, two, three or four family dwelling rented to others. The definition of **insured premises** is amended to include the designated rented dwelling.

4 **Coverage T—Increased Coverage On Radio Or Television Antennas And Towers**

The $100 limit on an outside radio or television antenna and its tower under **Coverage A—Improvements** is increased to the amount shown on the declarations page.