64831-0907



### **RENTERS POLICY PACKET**

CIC 01582 86 57 REN 003 EFFECTIVE: 10-01-20 TO: 10-01-21

JOSHUA L BARDING PO1 USN 17500 25TH AVE NE UNIT H302 MARYSVILLE WA 98271-4809

### **IMPORTANT MESSAGES**

Attached are your policy documents and other information you may find helpful concerning your insurance coverages and premiums. Please take a few minutes to review them, and then file them with your policy records.

- 1) USAA considers many factors when determining your premium. A history of claim activity will affect your policy premium.
- 2) You may designate a third party to receive notice of policy cancellation or nonrenewal by completing the attached form 40CA.

THIS IS NOT A BILL. Any premium charge or return for this policy will be reflected on your next regular monthly statement.

RECEIVE THIS DOCUMENT AND OTHERS ELECTRONICALLY. SIGN UP AT usaa.com.

FOR U.S. CALLS: POLICY SERVICE 1-800-531-8722. CLAIMS 1-800-531-8722.

Thank you for letting us serve you. We appreciate your business.

RPCS1

PAGE 2

THIS PAGE INTENTIONALLY LEFT BLANK

MAIL MACH-I



9800 Fredericksburg Road - San Antonio, Texas 78288

### **RENTERS PROTECTION POLICY DECLARATIONS**

The Policy is complete only when the following are combined: Policy Packet (Part One), Declarations Page (Part Two), GENERAL PROVISIONS and when purchased, PERSONAL PROPERTY and/or PERSONAL LIABILITY.

#### **PART TWO**

Named Insured and Basing Address

**Policy Number** 

JOSHUA L BARDING

CIC 01582 86 57 REN 003

6514 AMBROSIA DR APT 5209 SAN DIEGO, CA 92124-3134

COUNTY: SAN DIEGO

POLICY PERIOD: FROM 10/01/20 TO 10/01/21

(12:01 A.M. Standard Time at location of the property described)

PERSONAL PROPERTY Premium							
DEDUCTIBLES		Limit of Liability					
We cover only that part of the loss over th OTHER PERILS EARTHQUAKE \$	e deductible stated. 250 4,590	\$ 30,600	\$117.86				
PERSONAL LIABILITY							
Coverages		Limit of Liability					
LIABILITY	Each Occurrence	\$ 300,000	\$59.71				
MEDICAL PAYMENTS TO OTHERS	Each Person	\$ 5,000					
OPTIONAL COVERAGES							
ADDITIONAL INSURED LIABILI	ΓY		NO CHARGE				
PERSONAL COMPUTER			\$42.27				
WORKERS COMPENSATION			NO CHARGE				
TOTAL ANNUAL PREMIUM		\$219.84					

PREMIUM DUE AT INCEPTION. THIS IS NOT A BILL. STATEMENT TO FOLLOW.

Forms and endorsement(s) made a part of this policy at time of issue or amendment.

ESA-CA (1207), R-CA (0720), R-IDF (0703), R-MCOV (0609), R-20 (0486) R-26 (0608), R-56 (0809), R-90 CA (0486), RP-MLD (0803), RP-1 (0486) RP-3 (0486), RP-6 (0486)

Loss Payable Clause: Loss, if any, will be paid to you and

as interests may appear.

In WITNESS WHEREOF, this policy is signed on 09/28/20

Isaac Johnson, Secretary

James Syring, President

CIC PAGE 4 01582 86 57 REN 003

(THIS PAGE INTENTIONALLY LEFT BLANK)



### USAA CASUALTY INSURANCE COMPANY

### RENTERS PROTECTION POLICY DECLARATIONS

	YOUR	PREMIUM	HAS	BEEN	REDUCED	BY	THE	FOLLOWING	CREDITS	AND	DISCOUNTS:	
	AUTO	RENTERS	COM	BINAT:	ION							\$21.46
CLAIMS FREE DISCOUNT \$61					\$61.00							
	PROTE	ECTIVE D	EVIC	E CREI	DIT							\$4.80

PAGE 6
CIC 01582 86 57 REN 003

(THIS PAGE INTENTIONALLY LEFT BLANK)

- Your Name And Mailing Address

**DECLARATIONS PAGE** 

### QUICK REFERENCE

	Policy Period	,
	- Policy Period	
	- PERSONAL PROPERTY (If purchased)	ı
	Limit of Liability Deductible	l
	<ul> <li>PERSONAL LIABILITY (If purchased)</li> <li>Limit of Liability</li> </ul>	
	- OPTIONAL COVERAGES	
	GENERAL PROVISIONS	ı
on Page	(4 Pages)	ı
GP-1	Agreement	_
GP-1	Definitions	
GP-3	Policy Period	
GP-3	Cancellation and Non-Renewal	ļ
	PERSONAL PROPERTY (If Purchased)	-
	(10 Pages)	
PP-1	Property Covered	—
PP-1	Deductible	
PP-2	Property Not Covered	
PP-3	Causes of Loss Covered	
PP-4	Causes of Loss Not Covered	
-		—
	ADDITIONAL PERSONAL PROPERTY COVERAGES	
PP-5	Moving and Storage	_
PP-6	Food Spoilage	
PP-6	Lock Replacement	
PP-6	Loss of Use	
	PERSONAL PROPERTY CONDITIONS	_
PP-8	Insurable Interest	
PP-8	Duties After Loss	
PP-9	Loss Settlement	
PP-10	Other Insurance	
	PERSONAL LIABILITY (If Purchased. Not	_
	(7 Pages) applicable in Texas.)	)
PL-1	Liability	_
PL-1	Medical Payments to Others	
PL-1	Exclusions	
	ADDITIONAL PERSONAL LIABILITY COVERAGES	_
PL-4	Claim Expense	_
PL-5	Damage to Property of Others	
F L-J	Damade to Froberty of Others	
PL-5		
	Damage to Property of Others Damage to Government Housing PERSONAL LIABILITY CONDITIONS	_
PL-5	Damage to Government Housing  PERSONAL LIABILITY CONDITIONS  Limit of Liability	_
PL-5 PL-6 PL-6	Damage to Government Housing PERSONAL LIABILITY CONDITIONS	_
PL-5	Damage to Government Housing  PERSONAL LIABILITY CONDITIONS  Limit of Liability	_
PL-5 PL-6 PL-6	Damage to Government Housing  PERSONAL LIABILITY CONDITIONS  Limit of Liability Duties After Loss	_
PL-5 PL-6 PL-6	Damage to Government Housing  PERSONAL LIABILITY CONDITIONS  Limit of Liability Duties After Loss	

#### Part One

This Policy is not complete unless it is issued with Declarations (Part Two) and **GENERAL PROVISIONS**.

#### **POLICY SUMMARY**

This is a legal contract between you, the policyholder and us, your insurer. And like other contracts, it contains certain duties and responsibilities of both parties to the contract.

Optional coverages you have purchased will be shown on the Declarations Page with appropriate premium. These coverages are subject, however, to those limitations and restrictions explained in the policy.

If you have purchased PERSONAL PROPERTY coverage, the RENTERS PROTECTION policy insures most of the personal possessions you - and others listed on GP-1, GENERAL PROVISIONS - own. The causes of loss or damage to personal property which this policy insures against are specifically identified and further explained where necessary.

If you have purchased PERSONAL LIABILITY coverage, this policy provides financial protection when you are held liable for damage to the property of others or for injury to others - both on and off your property.

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.

### United Services Automobile Association (A Reciprocal Interinsurance Exchange)

In your policy these sets of words have the same meaning: Policy means Contract; You and your means the Subscriber and the spouse when a resident of the same household; We, us, our, USAA, Company, Reciprocal or Interinsurance Exchange means United Services Automobile Association; Premium means Deposit; Attorney-in-Fact means USAA Reciprocal Attorney-in-Fact, Inc.

If this policy is issued by United Services Automobile Association ("USAA"), a reciprocal interinsurance exchange, the following apply:

- By purchasing this policy you are a member of USAA and are subject to its bylaws.
- This is a non-assessable policy. You are liable only for the amount of your premium as USAA has a free surplus in compliance with Article 19.03 of the Texas Insurance Code of 1951, as amended.
- This is a participating policy. You are entitled dividends as may be declared by the USAA Board of Directors.
- The USAA Board of Directors may annually allocate a
  portion of USAA's surplus to subscriber's accounts.
  Amounts allocated to such accounts remain a part of
  USAA's surplus and may be used as necessary to
  support the operations of the Association. A member
  shall have no right to any balance in the member's
  account except until following termination of
  membership, as provided in the bylaws.

PAGE 8
CIC 01582 86 57 REN 003

### RENTERS PROTECTION POLICY - GENERAL PROVISIONS -

**GENERAL PROVISIONS** contains the definitions and provisions that apply to this Policy. But **GENERAL PROVISIONS** applies only to the section for which a premium is shown on the Declarations Page.

### **AGREEMENT**

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

The full limit of liability under this policy will be automatically reinstated after a loss.

#### **DEFINITIONS**

To help you understand your Policy:

- "We", "us", and "our" mean the company providing this insurance.
- "You" and "your" mean the person named on the Declarations Page. We also mean your spouse when a resident of your household.

In addition, certain words and phrases are defined as follows:

- 1. "actual cash value" means the replacement cost of the property at the time of loss less a deduction for depreciation based on its age and usage.
- 2. "bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
- 3. "business" includes trade, profession or occupation.
- 4. "insured" means you and residents of your household who are:
  - a. your relatives; or
  - b. other persons under the age of 21 and in the care of any person named above.

### Under PERSONAL LIABILITY, "insured" also means:

- c. with respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in a. or b. above.
  - A person or organization using or having custody of these animals or watercraft in the course of any **business** or without consent of the owner is not an **insured**;
- d. with respect to any vehicle or conveyance to which this policy applies:
  - (1) persons while engaged in your employ or that of any person included in a. or b. above; or
  - (2) other persons using the vehicle on an **insured location** with your consent.

### GENERAL PROVISIONS (4 Pages)

- 5. "insured location" means:
  - a. if your principal place of residence:
    - (1) a one to four family residence; or
    - (2) that part of any other building where you reside;
  - b. the part of other premises, other structures and grounds used by you as another residence;
  - c. any premises used by you in connection with a or b above;
  - d. any part of a premises:
    - (1) not owned by an insured; and
    - (2) where an insured is temporarily residing;
  - e. vacant land, other than farm land, owned by or rented to an insured;
  - f. 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**;
  - g. individual or family cemetery plots or burial vaults of an insured; or
  - h. any part of a premises occasionally rented to an **insured** for other than **business** use.
- 6. **"property damage"** means physical injury to, destruction of, or loss of use of tangible property.
- 7. "residence employee" means:
  - an employee of an insured whose duties are related to the maintenance or use of the place of residence, including household or domestic services; or
  - b. one who performs similar duties elsewhere not related to the **business** of an **insured**.

## CONCEALMENT, MISREPRESENTATION OR FRAUD

The entire policy is void if, whether before or after a loss, an 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 adopt any revision which would broaden the coverage under this policy without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

CIC 01582 86 57

### WAIVER OR POLICY CHANGES

No waiver or change to the coverages stated in this policy may be made except by us, in writing. Our request for an appraisal or examination will not waive any of our rights.

### CONFORMITY TO STATUTE

Terms of this policy in conflict with written laws of the state in which the policy is issued are changed to conform to such laws.

### **ASSIGNMENT**

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

### RECOVERY FROM OTHERS

- a. You must assign to us your rights of recovery against persons causing damage or loss to your property for which a claim is paid. You need only assign to us the amount of the claim paid.
- b. If an assignment is sought, you must sign and deliver all related papers and cooperate with us.
- c. Recovery From Others does not apply to Medical Payments to Others or to Damage to Property of Others under PERSONAL LIABILITY when it is a part of the Policy.

### **POLICY PERIOD**

This policy applies only to loss which occurs during the policy period.

### CANCELLATION AND NON-RENEWAL

### 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.
- b. We may cancel this policy by notifying you in writing at least 30 days before the date cancellation takes effect. This cancellation notice will be mailed to you at your last known mailing address. Proof of mailing will be sufficient proof of notice.
- c. When this policy is cancelled, the pro rata premium for the period from the date of cancellation to the expiration date will be refunded.
- d. If the return 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.
- e. When you have not paid your premium, we may cancel at any time by mailing to your last known address written notice at least 10 days before the date cancellation takes effect.

#### Non-Renewal.

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

RP-1 Ed. 4-86

### **DEATH**

If the person named on the Declarations Page or the spouse, if a resident of the same household, dies:

a. we insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the policy at the time of death;

### b. insured includes:

- (1) any member of your household who is an **insured** at the time of your death; and
- (2) with respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

### - BROAD PERSONAL PROPERTY WITH REPLACEMENT COST -

PERSONAL PROPERTY describes the coverage you have in case of loss to your household goods and other personal property.

PERSONAL PROPERTY 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.

PROPERTY COVERED	Subject to the <b>PROPERTY NOT COVERED</b> provisions of this policy, we cover all personal property, anywhere in the world, owned by:						
	any insured;						
	someone else when it is at your residence or in your custody.						
DEDUCTIBLE	All covered losses are subject to the deductible shown on the Declarations Page, except where otherwise stated in this policy.						
DOLLAR LIMITS ON SOME PROPERTY	The dollar limit shown below for each group is the most we will pay for a loss to one or more items in that group:						
1. \$3,000	For motorized golf carts and their equipment and accessories. But if, at the time of loss, there is an automobile policy covering physical loss to golf carts, then this policy does not apply to those golf carts and their equipment and accessories.						
2. \$2,500	For theft of silverware, silver-plated ware, goldware, gold-plated ware and pewterware.						
3. (a) \$2,500	For <b>business</b> property at your residence.						
(b) \$250	For business property away from your residence.						
4. \$2,000	For theft of firearms and their equipment and accessories.						
5. \$1,000	For theft of jewelry, watches, furs and precious and semi-precious stones.						
6. \$1,000	For securities, accounts, deeds, evidences of debt, personal records, letters of credit, notes other than bank notes, manuscripts, passports, airline or other transportation tickets, stamps including postage stamps, and other philatelic property.						
	This limit applies to these categories regardless of the medium.						
	This limit includes the cost to research, replace or restore the information from the lost or damaged material.						
7. \$1,000	For trailers not used with watercraft.						
8. \$1,000	For watercraft including their trailers, their attached equipment and accessories and outboard motors.						
9. \$200	For money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum, coins and medals.						

### PROPERTY NOT COVERED

The following are not covered by this policy:

- 1. Property separately described and specifically insured in whole or in part of another policy.
- 2. Aircraft and Parts. Aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo.
- Animals, birds or fish.
- 4. Building materials and supplies for construction, reconstruction or remodeling of a building or structure.
- 5. **business** data including such data stored in:
  - a. books of account, drawings or other paper records; or
  - b. electronic data processing tapes, wires, records, discs or other software media.

But we will cover the cost of blank recording or storage media, and of pre-recorded computer programs available on the retail market. The most we will pay is the limit of liability for **business** property.

- 6. Food stamps, gasoline coupons, and tokens.
- 7. Motor vehicles or all other motorized land conveyances. This includes:
  - a. equipment and accessories; or
  - any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures which is operated by power from the electrical system of motor vehicles or all other motorized land conveyances, including:
    - (1) accessories or antennas; or
    - (2) tapes, wires, records, discs or other media for use with any such device or instrument;

while in or upon the vehicle or conveyance.

We do cover vehicles or conveyances not subject to motor vehicle registration which are:

- a. used to service an insured's residence or
- b. designed for assisting the handicapped.

We also cover motorized golf carts and their equipment and accessories, subject to the DOLLAR LIMIT ON SOME PROPERTY.

- 8. Property in the custody of a government mail or private mail or package delivery service.
- 9. Property rented to others or held for rental except property you leave in your permanent residence when you temporarily rent the residence. And then, money, securities, jewelry, watches, gems, precious or semi-precious stones, and articles of gold, silver or platinum are not covered. Nor is any loss to your covered property if caused by your tenant, his employee(s) or a member of his household.
- 10. Property of roomers, boarders, tenants or other residents. This exclusion does not apply to property of those related to an insured or to property of a residence employee.

There are other specific circumstances and conditions where the policy restricts or excludes coverage. These are described under CAUSES OF LOSS NOT COVERED, where applicable.

COVERED

We insure for direct physical loss to covered property when caused by any one or more of the following CAUSES OF LOSS and when not contributed to concurrently or in any sequence by any cause or event excluded in CAUSES OF LOSS NOT COVERED.

### **DESCRIPTIONS AND LIMITATIONS**

- FIRE AND LIGHTNING
- 2. WINDSTORM OR HAIL

An opening in the roof or wall must be made by the direct force of wind or hail before we will cover damage due to rain, snow, sleet, sand or dust.

- 3. FLOOD AND **WATER**
- Damage caused by flood, surface water, tidal wave, overflow of a body of a. water, or spray from any of these, even if driven by wind, will be covered.
- b. Damage caused by water which backs up through sewers or drains will be covered.
- Damage caused by accidental escape of water from plumbing, heating or air C. conditioning pipes, fixtures or equipment or domestic appliances will be covered.
- We will not cover damage caused by gradual seepage of water through d. building or basement walls, roofs, windows, doors, foundations or floors.
- 4. EARTHQUAKE

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

One or more earthquake shocks that occur within a seventy-two hour period will constitute a single earthquake.

- 5. EXPLOSION
- 6. SMOKE

We will not cover smoke damage from agricultural smudging or industrial operations.

7. AIRCRAFT

This includes self-propelled missiles and spacecraft.

- 8. VEHICLES
- 9. COLLAPSE OF BUILDING

We will cover damage to covered personal property caused by collapse of a building or any part of the building.

- 10. THEFT
- a. Theft includes attempted theft, pilferage, larceny, burglary, robbery, holdup and embezzlement. It also includes loss from a known place when it is likely the property has been stolen.
- b. We will not cover property lost or misplaced.
- 11. VANDALISM AND MALI-CIOUS MISCHIEF

Property is covered against intentional and malicious damage.

### CIVIL COMMOTION

### 13. FALLING OBJECTS

We do not cover loss to property contained in a building unless the roof or an exterior wall of the building is first damaged by a falling object. Damage to the falling object itself is not covered.

# 14. SUDDEN AND ACCIDENTAL TEARING APART, CRACKING, BURNING OR BULGING

We cover loss to a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

This **CAUSE OF LOSS** does not include loss caused by or resulting from freezing except as provided in **FREEZING** below.

#### 15. FREEZING

We cover freezing loss to a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance.

This **CAUSE OF LOSS** does not include loss at your place of residence while unoccupied unless you have used reasonable care to:

- a. maintain heat in the building; or
- b. shut off the water supply and drain the system and appliances of water.

# 16. SUDDEN AND ACCIDENTAL DAMAGE FROM ARTIFICIALLY GENERATED ELECTRICAL CURRENT

Loss to a tube, transistor or like electronic component is not covered.

### 17. VOLCANIC ERUPTION

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

### CAUSES OF LOSS NOT COVERED

We do not insure for loss 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:

War.

Undeclared war.

Civil war.

Insurrection.

Rebellion.

Revolution.

Warlike act by a military force or military personnel.

Destruction, seizure or use for a military purpose.

Nor is any consequence of these covered.

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

REN 003

- 2. Nuclear reaction, radiation or radioactive contamination. All 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.
- 3. Neglect of an **insured** to use all reasonable means to save and preserve the property at and after the time of loss.
- 4. Intentional loss, meaning any loss arising out of any act committed:
  - (a) by or at the direction of an insured; and
  - (b) with the intent to cause a loss.
- 5. Power failure, meaning the failure of power or other utility service if the failure takes place off your premises. But if a covered loss ensues on your premises, we will cover that ensuing loss.

### THE FOLLOWING ARE ADDITIONAL COVERAGES.

### MOVING AND STORAGE

This additional coverage does not apply to any part of your property already in transit or in storage when this policy first becomes effective. However, the previously described **CAUSES OF LOSS COVERED** do apply to such property.

- A. MOVING AND STORAGE begins when your property passes into the custody of a public carrier, including United States government trucks, aircraft and vessels, or a storage facility. It must be under a bill of lading, a mover's contract, baggage check, or other form of shipping or storage document.
  - It ends when your property is delivered to your permanent or temporary address in accordance with the shipping document. Or when you take possession of your property from storage.
- B. In addition to the previously described CAUSES OF LOSS COVERED there is coverage under MOVING AND STORAGE for:
  - 1. loss of your property if, when described under a bill of lading, mover's contract, baggage check, or other form of shipping or storage document, it cannot be located after a reasonable search.
  - 2. loss or damage caused by the stranding, sinking, overturning, crashing, ditching, derailment, burning or collision of a public conveyance.
  - 3. loss or damage caused by water, except as excluded in C. below.
  - 4. your share of general average and salvage charges. These charges do not change the amount shown on the Declarations Page for **PERSONAL PROPERTY.**
- C. We will not cover loss or damage caused by:
  - 1. Breakage, marring, scratching or handling.
  - 2. Delay during shipment.
  - 3. Humidity or temperature changes.
  - 4. Mildew and mold.
  - 5. Inherent defect of the property.
  - 6. Insufficient packing or address.
  - 7. Insects, rodents and vermin.
- D. This coverage does not change the amount shown on the Declarations Page for **PERSONAL PROPERTY.**

#### 01582 86 57 **REN 003**

#### **FOOD SPOILAGE**

We will pay you up to \$500 for loss caused by power failure to the contents of a freezer or a refrigerator that is at your residence. Item 5 under CAUSES OF LOSS NOT COVERED does not apply to Food Spoilage.

This coverage does not change the amount shown on the Declarations Page for PERSONAL PROPERTY.

No deductible applies to this coverage.

### LOCK REPLACEMENT

When the residence door keys are stolen in a covered theft loss, we will pay the cost to:

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

The limit of liability for LOCK REPLACEMENT is \$250.

This coverage does not change the amount shown on the Declarations Page for PERSONAL PROPERTY.

No deductible applies to this coverage.

#### LOSS OF USE

### LOSS OF USE as described below has no limit.

- If a covered loss to covered property or to the building containing the property makes the place where you reside not fit to live in, we cover, at your choice, either of the following:
  - a. Additional Living Expense meaning any necessary increase in living expenses incurred by you to maintain your normal standard of living; or
  - b. Fair Rental Value meaning the fair rental value of that part of the place where you reside less any expenses that do not continue while the premises is not fit to live in.

However, if this residence is not your principal place of residence, we will not provide this option.

The amount we pay under a or b will be for the shorter of:

the period of time reasonably required to repair or replace the damage,

the period of time needed to permanently settle your household in new quarters.

If a covered loss makes that part of your residence rented to others or held for rental by you not fit to live in, we cover the:

Fair Rental Value - meaning the fair rental value of that part of your residence rented to others or held for rental by you, less any expenses that do not continue while it is not fit to live in.

We will pay for the shortest time reasonably required to repair or replace that part of your premises rented or held for rental.

If a civil authority prohibits you from use of the place where you reside as a result of direct damage to neighboring premises by a covered cause of loss, we cover the Additional Living Expense or Fair Rental Value loss as provided under 1 and 2 above, for no more than two weeks.

The limit for this coverage is in addition to the amount shown on the Declarations Page for PERSONAL PROPERTY.

The periods of time under 1, 2, and 3 above are not limited by expiration of the policy.

We do not cover loss or expense due to cancellation of a lease or agreement.

No deductible applies to this coverage.

### BUILDING ADDITIONS AND ALTERATIONS

We cover damage from a covered loss to building improvements or installations made or acquired at your expense to that part of the residence used exclusively by you. The most we will pay is 10% of the amount for **PERSONAL PROPERTY** as shown on the Declarations Page.

This limit is in addition to the amount shown on the Declarations Page for PERSONAL PROPERTY.

### CREDIT CARD, FUND TRANSFER CARD, FORGERY AND COUNTERFEIT MONEY

We will pay up to \$1,000 for:

- 1. an **insured's** legal duty to pay because of the theft or unauthorized use of credit cards issued to or registered in an **insured's** name.
- 2. loss resulting from theft or unauthorized use of a fund transfer card used for deposit, withdrawal or transfer of funds, issued to or registered in an insured's name.
- 3. loss to an **insured** caused by forgery or alteration of any check or negotiable instrument; and
- 4. loss to an **insured** through acceptance in good faith of counterfeit United States or Canadian paper currency.

We do not cover use of a credit card or fund transfer card:

- 1. by a resident of your household;
- 2. by a person who has been entrusted with either type of card; or
- 3. if an **insured** has not complied with all terms and conditions under which the cards are issued.

All loss resulting from a series of acts committed by any one person or in which any one person is concerned or implicated is considered to be one loss.

We do not cover loss arising when the cards are used for **business**. Nor do we cover loss caused by dishonesty of anyone whose property is insured by this policy.

#### **LEGAL DEFENSE**

- 1. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to defend a claim or suit ends when the amount we pay, offer or tender to a court for the loss equals the limit of liability for this coverage.
- 2. If a claim is made or a suit is brought against an **insured** for liability under the **CREDIT CARD** or **FUND TRANSFER CARD** coverage, we will provide a defense at our expense by counsel of our choice.
- 3. We have the option to defend at our expense an **insured's** bank against any suit for the enforcement of payment under the **FORGERY** coverage.
- 4. You must cooperate with us and provide us with any aid we require in settling a claim under this coverage.

No deductible applies to this coverage.

This coverage is additional insurance.

### FIRE DEPARTMENT SERVICE CHARGE

We will pay up to \$500 for fire department charges you must pay when the fire department is called to save or protect covered property. The loss must result from one of the covered losses and you must have assumed the charges by contract or by agreement.

No deductible applies to this coverage.

This coverage is additional insurance.

### REASONABLE REPAIRS

We will pay the reasonable cost incurred by you for needed repairs made solely to protect covered property from further damage from a covered loss.

This coverage does not change the limit of liability that applies to the damaged property.

### PROPERTY REMOVED

We cover your property against direct loss from any cause while being removed from a premises endangered by a covered loss, and for no more than 30 days while removed.

This coverage does not change the limit of liability that applies to the property being removed.

### DEBRIS REMOVAL

We will pay the reasonable cost incurred by you to remove:

- a. debris of covered property if the loss is from a covered loss; or
- b. ash, dust or particles from a volcanic eruption that causes direct loss to covered property.

If the amount we must pay for the actual damage to your property plus the cost to remove the debris is more than the limit of liability for the damaged property, an additional 5% of that limit is available for debris removal expense.

This coverage does not change the limit of liability that applies to the damaged property.

### PERSONAL PROPERTY CONDITIONS

### INSURABLE INTEREST

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

- a. the amount of an insured's interest at the time of loss, or
- b. the applicable limit of liability.

If there is an accident or incident that may be covered by this policy you must do the following:

### **DUTIES AFTER LOSS**

- In the case of a loss by theft, vandalism, or malicious mischief, immediately notify the police or military authority, whichever has jurisdiction over the location where the loss occurred. Immediately notify the credit card or fund transfer card company in case of loss under CREDIT CARD or FUND TRANSFER CARD coverage.
- 2. Protect the property from further damage.
- Contact us as soon as possible and tell us as much as you can about the loss. Give us the price and date of purchase, actual cash value and a complete description of the article(s) involved.
- 4. Submit a proof of loss when required by us.
- 5. Send us receipts, appraisals or other proof of ownership or value. Tell us if there is a lien on the property, and who holds it. You must tell us if there is other insurance on the property.
- 6. If required by us, you must show us the property and answer our questions under oath about the loss or damage.
- You must tell us about the loss within 91 days after the loss is discovered.
   Unless you are reasonably prevented from doing this, your claims will not be accepted.

#### SUIT AGAINST US

There is a time limit for bringing legal action against us concerning this policy. It must be filed within two years after the loss occurs. You must also comply with all policy provisions.

#### LOSS SETTLEMENT

We will pay the full cost of repair or replacement, subject to all policy provisions. No deduction will be made for depreciation.

The value of the covered property is not agreed upon, but shall be set at the time of loss or damage.

- 1. It is our option to:
  - a. replace, or pay you our cost to replace the property with new property of like kind and quality, without deduction for depreciation, or
  - b. pay you the cost to repair or restore the property to the condition it was in just before the loss.
- 2. The following property is not eligible for replacement cost loss settlement:

items of rarity or antiquity that cannot be replaced;

articles whose age or history contributes substantially to their value. These include but are not limited to, memorabilia, souvenirs and collectors' items;

motorized golf carts and their equipment and accessories.

On losses to these items it is our option to:

- a. pay you the actual cash value; or
- b. replace, or to pay you our cost to replace the property with property of like kind, quality and condition; or
- c. pay you the cost to repair or restore the property to the condition it was in just before the loss.
- 3. We will not pay more than the limit of liability shown on the Declarations Page for **PERSONAL PROPERTY.** Nor more than any other limits stated in the policy.
- 4. When the cost to repair or replace an item is more than \$500, no more than actual cash value will be paid until repair or replacement is completed.

You may make a claim for loss on an actual cash value basis and then make claim within 180 days after the loss for any additional liability.

- 5. We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:
  - a. we reach an agreement with you; or
  - b. there is an entry of a final judgment; or
  - there is a filing of an appraisal award with us.

### **PAIRS AND SETS**

In case of loss of an article which is part of a pair or set, we will consider the importance of the article in settling your claim fairly and reasonably.

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

### RECOVERED PROPERTY

If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. Your choice will be to have the property returned to or retained by you or it will become our property.

If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.

#### **ABANDONMENT**

You may not abandon property to us for any reason.

#### **APPRAISAL**

- 1. 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.
- 2. 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 an umpire within 15 days, you or we can ask a judge of a court of record in the state where the property is located to select an umpire.
- 3. 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.

### PROPERTY HELD BY OTHERS

We will not recognize any assignment to nor will we provide any coverage for the benefit of anyone holding, storing or transporting your property for a fee.

#### OTHER INSURANCE

- 1. If, at the time of loss:
  - a. there is trip transit coverage in force, or
  - b. there is coverage provided under our Personal Computer Endorsement then this policy will apply only when that coverage has been exhausted.
- 2. If there is insurance other than described above, payment under this policy will be prorated on the basis of the total amount of insurance applying to the loss.
- 3. Under LOSS OF USE the following applies to Additional Living Expense:

We will share payment equally up to the limit of liability for similar coverage provided by other insurance. Expense in excess of the limit in any other insurance will be covered by this policy.

### 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.

## LIABILITY AND MEDICAL PAYMENTS EXCLUSIONS

- 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;

- REN 003
- 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:
  - 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.

**REN 003** 

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:
    - 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;

REN 003

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

### 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**.

### 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.

### 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**.

### **OF OTHERS**

DAMAGE TO PROPERTY 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.

### 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:

- REN 003
- (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**.

REN 003

# 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.

### 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.

PAGE 29 CIC 01582 86 57 REN 003

### ADJUSTED CONTENTS ENDORSEMENT

(Renters Protection Policy)

Ed. 4-86

R-20

### **AGREEMENT**

### PERSONAL PROPERTY.

It is agreed that the Limit of Liability for PERSONAL PROPERTY shown on the Declarations Page will be adjusted at each renewal of this policy. The adjustment will reflect the averaged rate of change of the

- House furnishings,
- Entertainment Commodities, and
- Apparel Commodities

portions of the Consumer Price Index of the U.S. Department of Labor. The resulting limit will be rounded to the nearest \$100. We will not reduce this limit without your consent.

You have the right to refuse any change in the Limit of Liability for PERSONAL PROPERTY. To do this, you must notify us before the effective date of such change. If you do reject the new limit, we may, at our option, delete this endorsement from your policy.

OTHER
POLICY
PROVISIONS

None of the other provisions of this policy are changed.

PAGE 30 REN 003

CIC 01582 86 57

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### PERSONAL COMPUTER COVERAGE (Renters Protection Policy)

R-26 (06-08)

Amount of Insurance: \$ 3,000 Term Premium: \$ AGREEMENT For an additional premium, the following ADDITIONAL COVERAGE is added: **DEFINITIONS** With respect to the coverage provided by this endorsement, the following definitions are added: "Personal computer" means a personal desktop or laptop computer. "Peripheral device" means any physical unit used to operate the personal computer that cannot be used for purposes other than as part of the computer system, such as tape or disc drives, printers, or modems. Peripheral device does not include cameras, media players, game systems, communication systems, personal digital assistants and medical devices. "Software" means electronic data processing media, programs, discs, and tapes used solely with the personal computer and the instructions that came with the software PROPERTY If owned by or leased to you, we cover any legal, personal or business COVERED use of personal computers, peripheral devices and software. **PROPERTY** We do not cover: NOT COVERED a. Personal computers, peripheral devices or software rented to others, or held for rental. b. Software stored data. **DOLLAR LIMITS** Items 3.(a) and (b) are deleted with respect to coverage under this ON SOME endorsement. **PROPERTY** DEDUCTIBLE A \$250 deductible applies to a loss covered under this endorsement. Only this endorsement's deductible shall apply to any loss covered under both this endorsement and the policy to which it is attached.

### CAUSES OF LOSS NOT COVERED

With respect to the coverage provided by this endorsement, only the following exclusions apply.

We do not insure for loss 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. Mechanical breakdown, faulty construction, or error in **personal computer**, **peripheral device** or **software** design.
- 2. Wear and tear, marring, deterioration, corrosion or obsolescence.
- 3. Birds, vermin, rodents, insects, or animals owned by or kept by an insured.
- 4. Nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

Direct loss by fire, if it results from nuclear reaction, nuclear radiation, or radioactive contamination, is covered.

### WE DO NOT COVER

We do not cover:

- a. Loss of use, or
- b. Indirect or consequential loss of any kind.

### OTHER INSURANCE

The following provisions are added with respect to coverage under this endorsement:

- a. If a loss is covered under both this endorsement and the policy to which this endorsement is attached, the policy will pay only when the limit of this endorsement has been exhausted.
- b. If you have been reimbursed by the U.S. Government under 31 USC 3721, commonly referred to as the Military Personnel and Civilian Employees Claims Act, as amended and supplemented, or any successor or replacement act, this endorsement provides excess coverage for a covered loss.

Except as specifically modified in this endorsement, all provisions of the policy to which this endorsement is attached also apply to this endorsement.

Interest: LANDLORD

### R-56 (08-09)

#### **ADDITIONAL INSURED**

In consideration of the person or organization shown in this endorsement having met and complied with our acceptability requirements, this endorsement forms a part of the policy.

The definition of insured in this policy includes the person or organization named in this endorsement with respect to the coverages indicated below: Personal Property applies only when the additional insured shown below is a resident of the member's household. 🔀 Personal Liability and Medical Payment to Others but only with respect to the designated location shown in this endorsement. (Location designated only) Personal Liability and Medical Payment to Others. This coverage does not apply to bodily injury to any employee arising out of or in the course of the

employee's employment by the person or organization named in this endorsement.

The person or organization named in this endorsement is not responsible for the payment of any premiums. Any premiums returned and any dividend we may declare will be paid to the named insured.

The named insured is authorized to act for the person or organization shown in this endorsement in all matters pertaining to this insurance.

This endorsement is added at the request of the named insured. Coverage under this endorsement does not grant membership or associate membership or grant or imply eligibility for membership or associate membership.

If this policy is canceled or not renewed by us, the person or organization shown in this endorsement will be notified in at least 10 days before the date cancellation or nonrenewal takes effect. This cancellation notice will be delivered or mailed to the address shown on this endorsement.

Except as specifically modified in this endorsement, all provisions of the policy to which this endorsement is attached also apply to this endorsement.

Name and Address of Person or Organization:

THE VILLAGE MISSION VALLEY **APARTMENT HOMES** 6555 AMBROSIA DR SAN DIEGO CA 92124-2260

### **Designated Location:**

6514 AMBROSIA DR APT 5209 SAN DIEGO, CA

Copyright, USAA, 2008. All rights reserved.

R-56 Rev. (08-09)

Page 1 of 1

# WORKERS' COMPENSATION - CALIFORNIA Residence Employees (Renters Protection Policy)

R-90 Ed. 4-86 California

We agree, with respect to residence employees:

### **Under Coverage I**

To pay when due all benefits required of an **insured** by the California Workers' Compensation Law; and

### **Under Coverage II**

To pay on behalf of an insured all damages for which the insured is legally liable because of bodily injury sustained by a residence employee. The bodily injury must be caused by accident or disease and arise out of and in the course of employment by the insured while:

- a. in the United States of America, its territories or possessions, or Canada, or
- b. temporarily elsewhere if the **residence employee** is a citizen or resident of the United States or Canada.

Coverage II does not apply to any suit brought in or judgment rendered by any court outside the United States of America, its territories and possessions, or Canada, or to any action on such judgment.

### Who Is Covered

A **residence employee** is covered if during the 90 calendar days immediately before the date of injury the employee has:

- a. actually been engaged in such employment by the insured for no less than 52 hours, and
- b. earned no less than one hundred dollars (\$100) in wages.

### **Application of Coverage**

This insurance applies only to **bodily injury** which occurs during the policy period. If the **bodily injury** is a disease, it must be caused or aggravated by the conditions of the **residence employee's** employment by the **insured**.

### **Policy Provisions**

This insurance is subject to all the provisions of this endorsement and the following provisions of this policy:

- a. under GENERAL PROVISIONS:
  - 1. WAIVER OR POLICY CHANGES.
  - 2. CANCELLATION.
  - 3. ASSIGNMENT.
  - 4. RECOVERY FROM OTHERS.
- b. Under PERSONAL LIABILITY:
  - 1. DUTIES AFTER LOSS.
  - 2. SUIT AGAINST US.
  - 3. Our agreement to defend the insured.
- c. Under ADDITIONAL PERSONAL LIABILITY COVERAGES:
  - 1. CLAIM EXPENSE.
  - 2. FIRST AID EXPENSE.
- d. The definition of "bodily injury", "business", "insured" and "residence employee".

### Additional Provisions applicable to Coverage I

The following provisions are applicable to Coverage I.

- a. We shall be directly and primarily liable to any residence employee of an insured entitled to the benefits of the California Workers' Compensation Law.
- b. As between the residence employee and us, notice to or knowledge of the occurrence of the injury on the part of an insured will be deemed notice or knowledge on our part.

- c. The jurisdiction of an insured will, for the purpose of the law imposing liability for compensation, be our jurisdiction.
- d. We will be subject to the orders, findings, decisions or awards rendered against an insured, under the provisions of the law imposing liability for compensation, subject to the provisions, conditions and limitations of this policy. This policy shall govern as between an insured and us as to payments by either in discharge of an insured's liability for compensation.
- e. The residence employee has a first lien upon any amount which we owe you on account of this insurance. In case of your legal incapacity or inability to receive the money and pay it to the residence employee, we will pay it directly to the residence employee. Your obligation to the residence employee will be discharged to the extent of such payment.

### Limits of Liability Coverage II

Our total limit of liability will not exceed \$100,000 for all damages because of bodily injury:

- a. sustained by one or more residence employees in any one accident; or
- b. caused by disease and sustained by a residence employee.

Our total limit of liability will not exceed \$500,000 for all damages arising out of bodily injury by disease regardless of the number of residence employees who sustain bodily injury by disease.

#### Other Insurance

This insurance does not apply to any loss to which other valid and collectible Workers' Compensation or Employers' Liability Insurance applies.

Terms of this insurance which are in conflict with the California Workers' Compensation Law are

#### **Exclusions**

This policy does not apply:

amended to conform to that law.

**Conformity to Statute** 

- a. to liability for additional compensation imposed on an insured under Sections 4553 and 4557. Division IV, Labor Code of the State of California, because of the serious and willful misconduct of an insured, or because of bodily injury to an employee under 16 years of age and illegally employed at the time of injury;
- b. to liability for bodily injury arising out of business pursuits of an insured.
- c. Under Coverage II
  - 1. to liability assumed by the insured under any contract or agreement.
  - 2. to **bodily injury** by disease unless a written claim is made or suit brought against the insured within 36 months after the end of the policy period.
  - 3. to anv obligation under workers' compensation, unemployment or disability benefits law or any similar law.

None of the other provisions of this policy are changed.

Includes copyright material of Insurance Services Office, with its permission.

REN 003

#### THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

### **R-CA** (0720)

#### AMENDATORY ENDORSEMENT - CALIFORNIA

(Renters Protection Policy)

#### **GENERAL PROVISIONS**

#### **DEFINITIONS**

The following **DEFINITION** is deleted and replaced by:

- 4. "insured" means you and residents of your household who are:
  - a. your relatives;
  - b. other persons under the age of 21 and in the care of any person named above; or
  - c. your registered domestic partner as defined in Section 297 of the Family Code.

### Under PERSONAL LIABILITY, "insured" also means:

d. with respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in a. b. or c. above.

A person or organization using or having custody of these animals or watercraft in the course of any **business** or without consent of the owner is not an **insured**.

- e. with respect to any vehicle or conveyance to which this policy applies:
  - (1) persons while engaged in your employ or that of any person included in a. b. or c. above.
  - (2) other persons using the vehicle on an **insured location** with your consent.

### CONCEALMENT, MISREPRESENTATION OR FRAUD

CONCEALMENT, MISREPRESENTATION OR FRAUD is deleted and replaced by:

The entire policy is void if, whether before or after a loss, the **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.

### RECOVERY FROM OTHERS

### **RECOVERY FROM OTHERS** is deleted and replaced by:

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.

66365-0720

If we make a payment under this policy and the person to or for whom payment was made 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.

Recovery from others does not apply to MEDICAL PAYMENTS TO OTHERS or to DAMAGE TO PROPERTY OF OTHERS under PERSONAL LIABILITY when it is a part of the Policy.

### CANCELLATION AND NON-RENEWAL

### CANCELLATION AND NON-RENEWAL is deleted and replaced by:

### Cancellation.

- a. The person named on the Declarations Page may cancel this policy at any time by giving us written notice. But the cancellation cannot take effect before the date of the notice. Return premium will be computed on a pro rata basis.
- b. We may cancel this policy only for the reasons stated below by letting the person named on the Declarations Page know in writing of the date cancellation takes effect. This cancellation notice will be mailed to the person named on the Declarations Page at his mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of notice.

- When the person named on the Declarations Page has not paid the premium, we may cancel at any time by letting the person named on the Declarations Page know at least 10 days before the date cancellation takes effect.
- Except for nonpayment of premium, 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 notifying the person named on the Declarations Page at least 20 days before the date cancellation takes effect.
- 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 for one or more of the following reasons by notifying the person named on the Declarations Page 30 days before the cancellation takes effect.
  - (a) Conviction of the person named on the Declarations Page of a crime having as one of its necessary elements an act increasing any hazard insured against.
  - (b) Discovery of fraud or material misrepresentation by either of the following:
    - 1. the insured or his or her representative in obtaining the insurance:
    - 2. the person shown on the Declarations Page or his or her representative in pursuing a claim under this policy;

R-CA (0720) Page 2 of 12

- (c) Discovery of grossly negligent acts or omissions by the insured or his or her representative substantially increasing any of the hazards insured against.
- (d) Physical changes in the insured property which result in the property becoming uninsurable.
- c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded. When the policy is cancelled, the return premium will be pro rata.
- d. If we cancel this policy, the unearned premium shall be refunded within 25 days after the effective date of cancellation. When you request cancellation, the return premium will be refunded within a reasonable time after the date cancellation takes effect.

#### Non-Renewal

We may elect not to renew this policy. We may do so by delivery to you, or mailing to you at your mailing address shown on the Declarations Page, written notice at least 75 days before the expiration date of this policy. Proof of mailing shall be sufficient proof of notice.

If this policy is written for a period of less than one year, we agree not to refuse to renew except at the end of an annual period commencing with the original effective date.

### \* PERSONAL PROPERTY

# DOLLAR LIMITS ON SOME PROPERTY

Item 9. in the RP-3 contract and Item 10. in the RP-5 contract are deleted and replaced by:

\$200 For money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum, coins, medals, food stamps, gasoline coupons, and tokens.

# PROPERTY NOT COVERED

Item 6. is deleted.

# CAUSES OF LOSS COVERED

Item 3. FLOOD AND WATER in the RP-3 contract is deleted and replaced by:

## a. Flood means:

- 1. the overflow of inland or tidal waters;
- 2. the unusual and rapid accumulation or runoff of surface waters from any source; or
- 3. mudslides which are proximately caused by the overflow of inland or tidal waters and are akin to a river or liquid and flowing mud on the surfaces of normally dry land areas including your residence, as when earth is carried by a current of water and deposited along the path of the current.

R-CA (0720) Page 3 of 12

## b. Water means:

- 1. damage caused by water which backs up through sewers or drains;
- 2. damage caused by accidental escape of water from plumbing, heating, or air condition pipes, fixtures, or equipment or domestic appliances.

We will not cover damage caused by gradual seepage of water through building or basement walls, roofs, windows, doors, foundations, or floors. This **CAUSE OF LOSS** does not include loss caused by or resulting from freezing except as provided in Item 15. **FREEZING**.

Item 14. SUDDEN AND ACCIDENTAL TEARING APART, CRACKING, BURNING OR BULGING in the RP-3 contract is deleted and replaced by:

We cover loss caused by sudden and accidental tearing apart, cracking, burning, or bulging, of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

This **CAUSE OF LOSS** does not include loss caused by or resulting from freezing except as provided in Item 15. FREEZING.

Under Item 16. SUDDEN AND ACCIDENTAL DAMAGE FROM ARTIFICIALLY GENERATED ELECTRICAL CURRENT in the RP-3 contract, the exclusion for loss to a tube, transistor or like electronic component is deleted.

# CAUSES OF LOSS NOT COVERED

Item 13. in the RP-5 contract is deleted and replaced by:

- 13. When your property is in transit or storage, meaning in the custody of a public carrier or storage facility under a bill of lading, a mover's contract, baggage check, or other form of shipping or storage document, we do not insure for loss caused directly or indirectly by any of the following:
  - a. Damage or breakage incurred while loading or unloading.
  - b. Delay during shipment.
  - c. Insufficient packing or address.
  - d. Breakage. But there is coverage for breakage caused by the stranding, sinking, overturning, crashing, ditching, derailment, burning or collision of a public conveyance.

Exclusion 7. does not apply.

R-CA (0720) Page 4 of 12

# ADDITIONAL COVERAGES

**MOVING AND STORAGE** in the RP-3 contract is deleted and replaced by:

## **MOVING AND STORAGE:**

a. begins when YOUR PROPERTY PASSES INTO THE CUSTODY OF A PUBLIC CARRIER, INCLUDING United States government trucks, aircraft and vessels, or a storage facility. Your property must be under a bill of lading, a mover's contract, baggage check, or other form of shipping or storage document.

This coverage ends:

- 1. when your property is delivered to your permanent or temporary address in accordance with the shipping document; or
- 2. when you take possession of your property from storage.
- b. provides coverage, in addition to the previously described CAUSES OF LOSS COVERED, for:
  - loss of your property if, when described under a bill of lading, mover's contract, baggage check, or other form of shipping or storage document, it cannot be located after a reasonable search;
  - loss or damage caused by the stranding, sinking, overturning, crashing, ditching, derailment, burning, or collision of a public conveyance;
  - loss or damage caused by water, except as excluded in c. below; and
  - 4. your share of general average and salvage charges. These charges do not increase the amount shown on the Declarations Page for **PERSONAL PROPERTY**.
- c. does not cover loss or damage caused by:
  - 1. Breakage, marring, scratching, or handling;
  - 2. Delay during shipment;
  - 3. Humidity or temperature changes;
  - 4. Fungi, mildew or mold;
  - 5. Inherent defect of the property;
  - 6. Insufficient packing or address; or
  - 7. Insects, rodents, or vermin.
- d. does not increase the amount shown on the Declarations Page for PERSONAL PROPERTY.

R-CA (0720) Page 5 of 12

# FOOD SPOILAGE is deleted and replaced by:

## REFRIGERATED PRODUCTS

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

This coverage does not increase the amount shown on the Declarations Page for PERSONAL PROPERTY.

No deductible applies to this coverage.

LOCK REPLACEMENT is deleted and replaced by:

#### LOCK REPLACEMENT

When the residence door keys are stolen, we will pay the cost to:

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

The limit of liability for LOCK REPLACEMENT is \$250.

This coverage does not increase the amount shown on the Declarations Page for PERSONAL PROPERTY.

No deductible applies to this coverage.

Items 1., 2., and 3. under LOSS OF USE are deleted and replaced by:

## LOSS OF USE

We will pay for:

1. ADDITIONAL LIVING EXPENSE. If a CAUSE OF LOSS covered by this policy makes the place where you reside not fit to live in, we cover the necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere, in either event, not to exceed 12 months.

However, if a loss covered under this policy results from an event which is assigned a Property Claims Service (PCS) catastrophe code, payment will be for the shortest time required to repair or replace the damage, or if you permanently relocate, the shortest time required for your household to settle elsewhere, in either event not

R-CA (0720) Page 6 of 12

to exceed 24 months from the date of such covered loss, unless during this period you request in writing that this timeline be extended for an additional 12 months for a total of 36 months. Additional written extensions of 6 months will be granted for good cause.

In the event of a loss covered under this policy results from an event proclaimed by the Governor to be a "state of emergency" as defined in Section 8558 of the Government Code of the State of California, coverage for additional living expenses shall be for a period not to exceed 24 months from the date of such covered loss, unless during this period you request in writing that this timeline be extended for an additional 12 months for a total of 36 months. Additional written extensions of 6 months will be granted for good cause. Any additional living expenses shall be subject to all other policy provisions.

2. FAIR RENTAL VALUE. If a CAUSE OF LOSS covered by this policy makes that part of the residence premises rented to others or held for rental by you not fit to live in, we cover the fair rental value of that part of the residence rented to others or held for rental by you, less any expenses that do not continue while it is not fit to live in.

Payment will be for the shortest time required to repair or replace that part of the premises rented to or held for rental, but not to exceed 12 months.

3. PROHIBITED USE. If a civil authority prohibits you from use of the place where you reside as a result of direct damage to neighboring premises by a covered CAUSE OF LOSS, we cover the ADDITIONAL LIVING EXPENSE or FAIR RENTAL VALUE loss as provided under 1. and 2. above, for no more than two weeks.

Item 4. in the RP-5 contract of LOSS OF USE is deleted and replaced by:

4. If a power failure that occurs away from your premises makes your premises not fit to live in, we will cover the **ADDITIONAL LIVING EXPENSE** as defined above.

This coverage starts 48 hours after your residence premises becomes not fit to live in. It will not be more than 7 days in duration.

Item 1 in the RP-3 and RP-5 contracts of LOSS SETTLEMENT is deleted and replaced by:

- 1. It is our option to:
  - replace or pay you our cost to replace the property with new property of like kind and quality, without deduction for depreciation, or
  - b. pay you the cost to repair or restore the property to the condition it was in just before the loss, or

# PERSONAL PROPERTY CONDITIONS

c. pay you the necessary amount actually spent to repair or replace the damaged property.

Item 5. in the RP-3 and RP-5 contracts of **LOSS SETTLEMENT** are deleted and replaced by:

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 30 days after we receive your proof of loss and:

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

Item 4. in the RP-3 and RP-5 contracts of **LOSS SETTLEMENT** is deleted and replaced by:

4. We will pay no more than **actual cash value** until repair or replacement of the damaged property is completed unless the entire loss is less than \$500.

You may make a claim for loss on an "actual cash value" basis and then make a claim after the loss for any additional liability under the terms of this provision. You must complete the actual repair or replacement of the damaged property within:

- (1) 36 months after we tender the first payment toward the "actual cash value" if the loss or damage is related to a state of emergency as defined in section 8558 of the Government Code of the State or California; or
- (2) 36 months after we tender the first payment toward the "actual cash value" if the loss or damage results from an event assigned to a Property Claims Service (PCS) catastrophe code; or
- (3) 12 months after the date we tender the first payment toward the "actual cash value" in all other cases

unless during this period you request in writing that this time line be extended for an additional 6 months. Written requests for additional 6 month extensions will be granted for good cause.

RECOVERED PROPERTY is deleted and replaced by:

## SALVAGE AND RECOVERED PROPERTY

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

If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. At

**R-CA** (0720) Page 8 of 12

your option, the property may be retained by you. If you retain the property, the loss payment, or any lesser amount to which we agree, must be refunded to us.

APPRAISAL is deleted and replaced by:

## **APPRAISAL**

If you and we fail to agree on the amount of loss, then, either party may make a written request for an appraisal. In this event, each party will select a competent and impartial appraiser. Each party shall notify the other of the appraiser selected within 20 days of the request. Where the request is accepted, the two appraisers will select a competent and impartial umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the **residence premises** is located. The appraisers will appraise the loss, stating separately the loss to each item. If they fail to agree, they will submit their differences to the umpire. An award in writing, agreed to by any two, will set the amount of loss.

Each party will:

- 1. Pay its own appraiser; and
- 2. Bear the other expenses of the appraisal and umpire equally.

## \* PERSONAL LIABILITY

LIABILITY is deleted and replaced by the following:

If a claim is made or a 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 or tender for damages resulting from an occurrence equals our limit of liability. This coverage does not provide defense to any insured for criminal prosecution or proceedings.

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

- a. bodily injury; or
- b. property damage.

We will not pay for punitive damages or exemplary damages, fines or penalties.

LIABILITY

**R-CA** (0720) Page 9 of 12

# LIABILITY AND MEDICAL PAYMENTS EXCLUSIONS

Item 1.a. is deleted and replaced by:

 caused by the intentional or purposeful acts of any insured, including conduct that would reasonably be expected to result in bodily injury to any person or property damage to any property.

Item 1.b. is deleted and replaced by:

- arising out of or in connection with a business engaged in by an insured. This exclusion applies but is not limited to an 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;
  - 2. arising out of the rental or holding for rental of any part of any premises by an **insured**. This exclusion does not apply to the rental or holding for rental of any part 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.

Under item 1.f., Watercraft, (3) is deleted and replaced by:

(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 acquired during the policy period.

Under item 1.f., Watercraft, (4) is added:

(4) that is a personal watercraft. As used in this section, personal watercraft means a conveyance used or designed to be used on the water which is propelled by a water jet propulsion pump.

Under 1. the following exclusions are added:

- arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a controlled substance(s). Controlled substances include but are not limited to cocaine, LSD, marijuana 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 physician.
- 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:

R-CA (0720) Page 10 of 12

- 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
- b. 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.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials which are intended to be or have been recycled, reconditioned, or reclaimed.

- 3. arising out of exposure to lead paint or other lead-based products.
- 4. arising out of exposure to asbestos.
- 5. arising out of the commission of, attempting to flee from, or avoiding apprehension for a criminal act for which intent is a necessary element.

# LIABILITY EXCLUSIONS

Under 2. the following exclusion is added:

1. punitive or exemplary damages, fines, or penalties.

# PERSONAL LIABILITY ADDITIONAL COVERAGES

Item c. of CLAIM EXPENSE is deleted and replaced by:

c. reasonable expenses incurred by an **insured** at our request, including actual loss of earnings (but not loss of other income) up to \$100 per day, for assisting us in the investigation or defense of a claim or suit;

The first paragraph of **DAMAGE TO PROPERTY OF OTHERS** is deleted and replaced by:

We will pay, at replacement cost, up to \$1,000 per occurrence for property damage to property of others caused by an **insured**.

Item a. of DAMAGE TO GOVERNMENT HOUSING is deleted and replaced by:

- a. You must be a military member
  - of the U.S. Army, Navy, Marine Corps, Air Force or Coast Guard, and
  - 2. on active duty at the time of damage.

**R-CA** (0720) Page 11 of 12

PAGE 46 REN 003

CIC 01582 86 57

PERSONAL LIABILITY CONDITIONS

**SEVERABILITY OF INSURANCE** is deleted and replaced by:

The Personal Liability limits of liability of this policy apply separately to each insured. This condition will not increase our limit of liability for any

one occurrence.

OTHER POLICY PROVISIONS Except as specifically modified in this endorsement, all provisions of the policy to which this endorsement is attached also apply to this endorsement.

**R-CA** (0720) Page 12 of 12

<sup>\*</sup> Applicable only when you have purchased this coverage as a provision of this policy.

(0609)

# MILITARY COVERAGE

(Renters Protection Plan)

The following are added to ADDITIONAL COVERAGES:

MILITARY
UNIFORMS AND
EQUIPMENT

We will waive your deductible for loss to uniforms and military equipment, owned by you, including but not limited to clothing, insignia, flight cases, headsets, personal body armor and GPS devices for a loss described under **CAUSES OF LOSS COVERED** while you are on active or active reserve duty.

This coverage reduces the PERSONAL PROPERTY limit of liability.

No deductible applies to this coverage.

WAR

To the extent that coverage for war is provided here, item 1. CAUSES OF LOSS NOT COVERED and the war exclusion in any endorsement attached to this policy do not apply.

We will pay the lesser of:

- a. your PERSONAL PROPERTY limit; or
- b. \$10,000

for:

- a. Direct loss or damage to your personal property caused by war; or:
- b. Abandonment as a consequence of war

subject to these conditions:

"War" means war whether declared or undeclared; civil war; insurrection; rebellion; revolution; any warlike act by friendly or enemy forces; destruction or seizure for a military purpose.

This coverage applies only:

- a. To any insured who is subject to government reimbursement for loss to personal property under 31 USC 3721, commonly referred to as the Military Personnel and Civilian Employees Claims Act, as amended and supplemented, or any successor or replacement act; and
- b. To loss that occurs anywhere outside the Continental United States, Alaska or Hawaii.

In addition to compliance with the other provisions of **DUTIES AFTER LOSS**, you must:

a. Report your claim to the U.S. Government, its affiliate or agency, and comply with its requirements;

b. Send us, within 60 days after our request, copies of all actual documents which outline the basis of the government's reimbursement for your loss including the amount paid.

The SUIT AGAINST US clause is changed for loss by war only:

No action can be brought unless the policy provisions have been complied with and the action is started within one year after the date of payment by the government.

The LOSS SETTLEMENT clause in this policy is changed for loss by war, only to read:

War loss to personal property under this policy is not payable until the U.S. Government has made its final payment to you for the loss under 31 USC 3721 as amended and supplemented, or any successor or replacement act.

Subject to all policy provisions, our payment will be the total amount of your loss minus the U.S. Government 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 satisfactory evidence of the amount of the U.S. Government payment, or we reach an agreement with you.

Paragraph 2. of the **OTHER INSURANCE** clause is changed for loss by **war** only to read:

2. If, at the time of loss there is other insurance in force, then this policy will apply only when that coverage has been exhausted.

Government payment for loss is not insurance, but our payment will not be made until after the U.S. Government has made its final payment for your loss.

This coverage reduces the PERSONAL PROPERTY limit of liability.

The policy deductible applies to this coverage.

Except as specifically modified in this endorsement, all provisions of the policy to which this endorsement is attached also apply to this endorsement.

Copyright, USAA, 2009. All rights reserved.

**R-MCOV** (0609) Page 2 of 2

PAGE 49

CIC 01582 86 57

REN 003

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **SPOUSE ACCESS**

The following condition is added:

The named insured and we agree that the named insured and resident spouse or domestic partner of the named insured registered under California law are "customers" for purposes of state and federal privacy laws. The resident spouse or domestic 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 resident spouse or domestic partner of the named insured shall be treated as a "customer" for purposes of state and federal privacy laws, and **we** will not permit the resident spouse or domestic partner of the named insured to access policy information.

Except as specifically modified in this endorsement, all provisions of the policy to which this endorsement is attached also apply to this endorsement.

## THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

## **IDENTITY AND FINANCIAL FRAUD COVERAGE**

CREDIT CARD, FUND TRANSFER CARD, FORGERY AND COUNTERFEIT MONEY CREDIT CARD, FUND TRANSFER CARD, FORGERY AND COUNTERFEIT MONEY is deleted and replaced by:

CREDIT CARD, FUND TRANSFER CARD, FORGERY COUNTERFEIT MONEY, AND IDENTITY FRAUD EXPENSE COVERAGE

# CREDIT CARD, FUND TRANSFER CARD, FORGERY, COUNTERFEIT MONEY, AND IDENTITY FRAUD EXPENSE COVERAGE.

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

- a. the legal obligation of any insured to pay because of the theft or unauthorized use of credit cards issued to or registered in any insured's name:
- b. loss resulting from theft or unauthorized use of electronic fund transfer cards or access devices used for deposit, withdrawal or transfer of funds, issued to or registered in any **insured's** name;
- c. loss to any insured caused by forgery or alteration of any check or negotiable instrument;
- d. loss to any **insured** through acceptance in good faith of counterfeit United States or Canadian paper currency; or
- e. **expenses** incurred by any **insured** as the direct result of any one **Identity** Fraud.

For the purposes of this endorsement a series of acts committed by any one person or in which any one person is concerned or implicated is considered to be one loss, even if a series of acts continues into a subsequent policy period.

We will provide defense, other than that provided by **Identity Fraud Expense** coverage as follows:

- a. we may investigate and settle any claim or suit that we decide is appropriate. Our duty to defend a claim or suit ends when the amount we pay or tender for the loss equals our limit of liability.
- b. if a suit is brought against any **insured** for liability under the Credit Card or Fund Transfer Card coverage, we will provide a defense at our expense by counsel of our choice.
- c. we have the option to defend at our expense any insured or any insured's bank against any suit for the enforcement of payment under the Forgery coverage.

**R-IDF** (0703) Page 1 of 3

## **DEFINITIONS**

With respect to the provisions of this endorsement only, the following definitions are added:

# 1. "Expenses" means:

- a. costs for notarizing fraud affidavits or similar documents for financial institutions or similar credit grantors or credit agencies that have required that such affidavits be notarized;
- b. costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors;
- c. lost wages as a result of time taken off from work to meet with, or talk to, law enforcement agencies, credit agencies, merchants, and/or legal counsel, or to complete fraud affidavits, not to exceed \$250 per day;
- d. loan application fees for re-applying for a loan or loans when original application is rejected solely because the lender received incorrect credit information:
- e. reasonable attorney fees incurred, with our prior consent, for:
  - (1) defense of lawsuits brought against an **insured** by merchants or their collection agencies; and
  - (2) the removal of any criminal or civil judgments wrongly entered against an **insured**;
- f. charges incurred for long distance telephone calls to merchants, law enforcement agencies, financial institutions or similar credit grantors, or credit agencies to report or discuss **Identity Fraud**;
- g. research fees charged by merchants, financial institutions or similar credit grantors, or credit agencies.
- 2. "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.

# **EXCLUSIONS**

The following additional exclusions apply to this coverage.

- 1. We do not cover forgery, theft or use of a credit card, electronic fund transfer card or access device:
  - a. by a resident of your household;
  - b. by a person who has been entrusted with the card(s) or device(s); or
  - c. if any **insured** has not complied with all terms and conditions under which the cards or devices are issued.

R-IDF (0703) Page 2 of 3

2. We do not cover loss arising out of **business** pursuits, dishonesty, fraud, or criminal activity of any **insured**.

This coverage is additional insurance. A \$100 deductible applies to the **Identity Fraud Expense** coverage. No deductible applies to the Credit Card, Fund Transfer Card, Forgery, and Counterfeit Money coverage.

YOUR DUTIES AFTER LOSS

The following is added under PERSONAL PROPERTY CONDITIONS, DUTIES AFTER LOSS:

8. You must provide us with receipts, bills or other records that support your claim for expenses under **Identity Fraud Expense** coverage.

## OTHER INSURANCE

For the purposes of this endorsement, the following is added to PERSONAL PROPERTY CONDITIONS, OTHER INSURANCE:

The coverage provided by this endorsement is excess over other insurance that covers the same loss. Other insurance includes the coverage and any deductible required by such other insurance. This coverage is also excess over any other contractual conditions, rights or benefits that provide relief from or indemnification for your obligations to pay any amounts to any third party resulting from a loss covered under this endorsement. In no event will we pay more than the applicable Limit of Insurance.

Except as specifically modified in this endorsement, all provisions of the policy to which this endorsement is attached also apply to this endorsement.

Copyright, USAA 2003. All rights reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

**R-IDF** (0703) Page 3 of 3

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

(0803)

## AMENDMENT TO CONTRACT PROVISIONS

## **DEFINITIONS**

The following definition is added:

"Fungus" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

# FUNGUS, WET OR DRY ROT, OR BACTERIA

The following ADDITIONAL COVERAGE is added:

We will pay up to:

- a. a total of \$2,500 for direct physical loss to PROPERTY COVERED caused by, resulting from, or consisting of fungus, wet or dry rot, or bacteria if the direct result of a CAUSE OF LOSS COVERED; and
- b. \$2,000 for the necessary increase in costs which you incur to maintain your normal standard of living when the place where you reside is uninhabitable due to a loss caused by, resulting from, or consisting of fungus, wet or dry rot, or bacteria which is the direct result of a CAUSE OF LOSS COVERED.

The coverage provided above is the only coverage provided by this policy for damage or loss solely caused by, resulting from, or consisting of **fungus**, wet or dry rot, or bacteria.

It is the most we will pay for the cost:

- a. to remove fungus, wet or dry rot, or bacteria from covered property; and
- b. of any testing of air or property to confirm the absence, presence or level of **fungus**, wet or dry rot, or bacteria whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of **fungus**, wet or dry rot, or bacteria.

The coverage provided above applies only when such loss or costs occur during the policy period and only if all reasonable means were used to save and protect the property from further damage at or after the time of the occurrence of that CAUSE OF LOSS COVERED.

If there is damage to covered property, not caused solely by **fungus**, wet or dry rot, or bacteria, loss payment will not be limited by the terms of this **ADDITIONAL COVERAGE**, except to the extent that **fungus**, wet or dry rot, or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this **ADDITIONAL COVERAGE**.

This is additional insurance. No deductible applies to this coverage once the policy deductible has been met.

# CAUSES OF LOSS NOT COVERED

The following exclusion is added to policy forms RP-2, RP-3, RP-4, and RP-5:

Fungus, Wet or Dry Rot, or Bacteria, meaning the presence, growth, proliferation, spread or any activity of fungus, wet or dry rot, or bacteria other than as provided in ADDITIONAL COVERAGES, Fungus, Wet or Dry Rot, or Bacteria.

CIC 01582 86 57

If your policy is the RP-4 or the RP-5 policy form, item 8.c. is deleted and replaced by the following:

8.c. smog, rust, or other corrosion.

LIABILITY AND MEDICAL PAYMENTS EXCLUSIONS For policy form RP-6, the following exclusion is added under item 1:

arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation or, ingestion or, contact with, exposure to, existence of or presence of any fungus, wet or dry rot, or bacteria.

Except as specifically modified in this endorsement, all provisions of the policy to which this endorsement is attached also apply to this endorsement.

Copyright, USAA, 2003. All rights reserved.

**RP-MLD** (0803) Page 2 of 2

## NOTICE TO CONSUMERS - CALIFORNIA RESIDENTIAL INSURANCE DISCLOSURE - RENTERS

This disclosure is required by Section 10102 of the California Insurance Code. This form provides general information related to the residential property insurance and is not part of your residential property insurance policy. Only the specific provisions of your policy will determine whether a particular loss is covered and the amount payable. The information provided does not preempt existing California law.

## **AVAILABLE FIRE-SAFETY DISCOUNTS**

You are receiving the discount(s) checked below.

<u>X</u> Protective Device Discount(s) apply to homes with central and self-monitored fire or burglary systems, or owner-occupied homes with sprinkler systems properly installed in all areas of the home.

READ YOUR POLICY AND POLICY DECLARATIONS PAGE CAREFULLY: The policy declarations page shows the specific coverage limit you have purchased for your personal property and additional living expenses, and will display applicable discounts. The actual policy and endorsements provide the details on extensions of coverage, limitations of coverage, and coverage conditions and exclusions. The amount of any claim payment made to you will be reduced by any applicable deductible shown on your policy declarations page. It is important to take the time to consider whether the limits and limitations of your policy meet your needs. Contact your agent, broker, or insurance company if you have questions about what is covered or if you want to discuss your coverage options.

# INFORMATION YOU SHOULD KNOW ABOUT YOUR INSURANCE

AVOID BEING UNDERINSURED: Insuring your personal property for less than its replacement cost may result in your having to pay thousands of dollars out of your own pocket to repair or replace your belongings if they are completely destroyed. Contact your agent, broker, or insurance company immediately if you believe your policy limits may be inadequate.

Changes to the amount of your personal property may increase its replacement cost. Failure to advise your insurance company of any significant changes to your personal property may result in being underinsured.

EXCLUSIONS: Not all causes of damage are covered by common renters policies. You need to read your policy to see what causes of loss or perils are not covered. Coverage for landslide is typically excluded. Contact your agent, broker, or insurance company if you have a concern about any of the exclusions in your policy.

# **CONTENTS (PERSONAL PROPERTY) COVERAGE DISCLOSURE:**

This disclosure form does not explain the types of contents coverage provided by your policy for items such as your furniture or clothing. Contents may be covered on either an actual cash value or replacement cost basis depending on the contract. Almost all policies include specific dollar limitations on certain property that is particularly valuable, such as jewelry, art, or silverware. Contact your agent, broker or insurance company if you have any questions about your contents coverage. You should create a list of all personal property in and around your home. Pictures and video recordings also help you document your property. The list, photos, and video should be stored away from your home.

# **CONSUMER ASSISTANCE:**

If you have any concerns or questions, contact your agent, broker, or insurance company. You are also encouraged to contact the California Department of Insurance consumer information line at (800) 927-HELP (4357) or at <a href="https://www.insurance.ca.gov">www.insurance.ca.gov</a> for free insurance assistance.

# California Residential Property Insurance Bill of Rights

A consumer is entitled to receive information regarding homeowner's insurance. The following is a limited overview of information that your insurance company can provide:

- The insurance company's customer service telephone number for underwriting, rating, and claims inquiries.
- A written explanation for any cancellation or nonrenewal of your policy.
- A copy of the insurance policy.
- An explanation of how your policy limits were established.
- In the event of a claim, an itemized, written scope of loss report prepared by the insurer or its adjuster within a reasonable time period.
- In the event of a claim, a copy of the Unfair Practices Act and, if requested, a copy of the Fair Claims Settlement Practices Regulations.
- In the event of a claim, notification of a consumer's rights with respect to the appraisal process for resolving claims disputes.
- An offer of coverage and premium quote for earthquake coverage, if eligible.

A consumer is also entitled to select a licensed contractor or vendor to repair, replace, or rebuild damaged property covered by the insurance policy.

The information provided herein is not all inclusive and does not negate or preempt existing California law. If you have any concerns or questions, contact your agent, broker, insurance company, or the California Department of Insurance consumer information line at (800) 927-HELP (4357) or at <a href="https://www.insurance.ca.gov">www.insurance.ca.gov</a> for free insurance assistance.

This insurer reports claim information to one or more claims information databases. The claim information is used to furnish loss history reports to insurers. If you are interested in obtaining a report from a claims information database, you may do so by contacting:

ISO ClaimSearch Customer Support (800) 888-4476 option 2, then 2 njsupport@so.com
www.iso.com

LexisNexis Consumer Center (800) 456-6004 www.consumerdisclosure.com

CLUE, (Comprehensive Loss Underwriting Exchange) 1–866–312–8076 https://personalreports.lexisnexis.com

PAGE 57
CIC 01582 86 57 REN 003

THIS PAGE INTENTIONALLY LEFT BLANK

PAGE 58 REN 003

CIC 01582 86 57

# **ACKNOWLEDGMENT OF RECEIPT**

California law (Section 10102 of the Insurance Code) requires that we obtain your signature acknowledging your receipt of the Residential Property Insurance Disclosure Notice. Please sign and date this form and return it to us within 60 days from the date you receive it.

Signature	Date
Member Number	

PAGE 59
CIC 01582 86 57 REN 003

THIS PAGE INTENTIONALLY LEFT BLANK

# **NOTICE OF INFORMATION PRACTICES**

This notice describes the information practices of the:

- United Services Automobile Association,
- USAA Casualty Insurance Company,
- USAA General Indemnity Company, and
- Garrison Property and Casualty Insurance Company.

These practices relate to the information we have about you. You may have also received our "Privacy Promise." However, the laws in your state require that we give you this notice. Any other notice does not limit your rights in this notice.

## **COLLECTION OF INFORMATION**

We collect information about you, and the individuals you add on your policy, from various sources. This data may be gathered from you and other sources by telephone, in person, electronically, or by mail. Some examples are shown below:

- Information you provide on applications and other forms, such as name, address, and date of birth.
- Information about your transactions with us, or with other companies. This means, for example, a request for a new policy, a policy change, or a billing transaction.
- Information from consumer reporting agencies, such as a motor vehicle report.
- Data from research firms and other data providers.
- Information gathered during the process of handling insurance claims, including health information.
- Information from government agencies, such as accident or theft reports.

## SHARING OF INFORMATION AS PERMITTED BY LAW

We may need to share some information about our current or former customers outside of USAA to properly manage our business. This includes sharing to efficiently service your accounts, to comply with laws, and for other routine business practices. For example, we may share such information with:

- You, when handling your insurance transactions.
- · Our affiliates.
- Businesses that provide information to us or assist in settling claims. This may involve other insurers, medical care institutions or professionals, or repair shops.
- · Regulatory, law enforcement, or other government agencies.
- Those who provide us a business service or help us with an insurance function, such as printers, mail houses, appraisers, or insurance support organizations.
- Those who assist us in detecting or preventing criminal activity, fraud, material misrepresentation, or material nondisclosure in connection with an insurance transaction.
- Those who serve us with a facially valid administrative or judicial order, including a search warrant or subpoena.
- Those who conduct actuarial or research studies.

# IMPORTANT PRIVACY CHOICES

USAA provides two privacy opt out choices: (1) limit the information USAA uses for marketing and (2) limit the flow of information within USAA. You may opt out online by updating your Privacy Preferences at usaa.com/optout, or by calling us at (800) 531-7154. Opting out will make it difficult for us to serve you as you might expect. If you opt out:

- We may need you to repeat information that you have already provided and we may not be able to pre-fill applications for you.
- We may have to transfer your phone calls more often.
- We may not have information that allows us to offer you the products that best meet your needs.

#### **AUTHORIZATION TO SHARE**

We honor any additional rights you may have under state laws. By not opting out, you authorize us to use and share your information within USAA.

## SECURITY AND CONFIDENTIALITY PRACTICES

USAA protects the information we collect. Access to this information is limited to those persons who must have it to do their jobs. We also have:

- · Physical security at our buildings.
- Password protected databases and virus/intrusion detection software.
- Privacy compliance audits.

### INFORMATION FOR INTERNET USERS

USAA uses Internet cookies and related technology for your security, to manage our site and to provide more relevant offers. Visit our Security Center at usaa.com to learn more.

USAA collects personal information on USAA websites, web pages and "apps", as well as public information posted on social media, for site management, security, business and marketing purposes. Examples of information we may collect include: previous URL you visited, transaction information you submit, and clicks on USAA ads and related pages.

## REVIEWING AND CORRECTING PERSONAL INFORMATION

You may review our files of personal information about you. You may do this in person or request a copy. We are not required to provide information that relates to any claim, whether paid or not, or when the possibility of a lawsuit reasonably exists.

The review request must:

- Be in writing.
- Specify the type of personal information you wish to review.
- Include your name, address, and policy number.
- Be mailed to: USAA, 9800 Fredericksburg Road, San Antonio, Texas 78288-0342

After we receive your request, we will:

- Inform you of the nature of the information we have.
- Confirm if the data you are requesting is available.
- Advise you of processing and copy fees. These fees are due before we provide any copies you request.

If you request medical information supplied by a medical care institution or professional, we will release the information to you and tell you the source of the information. If you direct us, we will release copies of this information to the licensed medical professional you designate. Mental health information may be supplied to you only with the approval of a qualified professional with treatment responsibility for the condition to which the information relates.

You may also request that we correct, amend, or delete incorrect personal information we have about you. This request must:

- · Be made to us in writing.
- Be made separate from a review request.
- Explain what you believe is incorrect and why.
- Be mailed to the address given above.

## INSURANCE SUPPORT ORGANIZATIONS AND THE INFORMATION RETAINED

Insurance support organizations may keep information they give us. These firms may share that information with other persons as permitted by law.

PAGE 62 REN 003

CIC 01582 86 57

## IMPORTANT NOTICE - CALIFORNIA WORKERS' COMPENSATION

Under California Law, you as the owner or occupant of a California residence have the responsibility of providing workers' compensation benefits for people you hire to do work around your home such as cleaning help, gardeners, babysitters, etc. if they worked for you at least 52 hours and you paid them wages of at least \$100 during the 90 days preceding the date of any injury.

Your policy automatically provides Workers' Compensation coverage for occasional or part-time residence employees who meet the above eligibility requirements. If the occasional or part-time employee works less than 20 hours per week, there is no additional premium charged.

Residence employees (working 20 hours or more per week and more than 10 days in a period of 90 consecutive days) are considered full-time employees, and Workers' Compensation coverage must be added to your policy. The premium charge for this coverage will be based on the number of full-time residence employees and the length of employment.

## FAILURE TO REPORT FULL-TIME EMPLOYEES COULD IMPAIR YOUR PROTECTION.

If you have any full-time residence employees not previously reported to us, please complete the lower portion of this form and return it within thirty (30) days so that your exposure under the Workers' Compensation Law can be fully protected. If you currently do not have any full-time residence employees, but acquire one in the future, please let us know.

Full Time Inservants		Type of Work	Date Hired	Date Left Employment
(one whose duties are primarily inside the house and works 20 hours or more per week and expected to work more than 10 days in a period of 90 consecutive days.	1 2 3			
Example: Cook, Maid, Babysitte	Γ)			
Full Time Outservants		Type of Work	Date Hired	Date Left Employment
(one whose duties are primarily outside the house and works 20 hours or more per week and expected to work more than 10 days in a period of 90 consecutive days.  Example: Gardener)	1 2 3			
Name (Please Print)		Policy Number		
Address				
Signature		Date		

If this form is sent by facsimile machine (fax), the sender adopts the document received by USAA as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.

PAGE 63 REN 003

CIC 01582 86 57

(THIS PAGE INTENTIONALLY LEFT BLANK)

1991 Rev. 6-05 Page 2 of 2

# **COMPLAINT NOTICE**

Should any dispute arise about your premium or about a claim that you have filed, write or call us. The information shown below applies to the company displayed on the declaration page.

usaa.com

9800 Fredericksburg Rd. San Antonio, Texas 78288

(800) 531-USAA (8722)

The Department of Insurance should only be contacted if the problem cannot be resolved. You may write or call the Department of Insurance at:

www.insurance.ca.gov

California Department of Insurance Consumer Services Division 300 S. Spring Street Los Angeles, California 90013

(800) 927-HELP (4357)

# **CA Third-Party Designee Notice**

You are entitled to designate another person to receive any termination, expiration, nonrenewal cancellation notice involving this California insurance policy. Such notifications will be made to the designee in addition to any notifications made to you, the named insured.

To make a third-party designation, you must provide us with your written authorization, as well as written acknowledgement by your designee.

If you would like to appoint a designee, please become familiar with the following stipulations and review them with the designated person:

- The appointment of a designee will apply to your automobile, homeowners, rental property insurance or renters policies.
- Your designee is only authorized to receive copies of notices of policy cancellations or non-renewals. All other correspondence between you and USAA will remain confidential.
- · Your designee will have no authority to act on your behalf to make any policy changes or conduct any other business involving your account. If you would like to authorize someone to handle your account and policies, please let us know. We can arrange that with a power of attorney.
- Your designee will incur no liability by accepting this designation by you.
- · You may discontinue the appointment of the designee at any time by notifying us in writing. We recommend that you advise your designee of these types of changes, since we will not send vour designee any notice.
- You may appoint another designee by following the same process you used to appoint your first designee.
- To appoint a designee, provide us with your request on the enclosed form.

If you have any additional questions about making a third-party designation, please call us at 210-531-USAA (8722), our mobile shortcut #8722 or 800-531-8722.



# Request for Appointment of Third-Party Insurance Notification Designee

Member Name	USAA Member Number
Member Address	
The following designee is authorized to receive a s non-renewal of my auto and or homeowners (RPI)	
Designee Name	
Designee Mailing Address(for Notices)	
Member's Signature	Date
	cation designee for the member named above. I ation or non-renewal of the auto, homeowners, rental we member. Additionally, I do not incur any liability by
Designee's Signature	Date

Mail to: USAA 9800 Fredericksburg Rd San Antonio, TX 78288

Both parties must sign where indicated.

