

**SCHEDULE OF COVERAGES  
SCHEDULED PROPERTY FLOATER**

(The entries required to complete this schedule will be shown below or on the "schedule of coverages".)

**COVERED PROPERTY**

<b>Item No.</b>	<b>DESCRIBED PROPERTY</b>	<b>"Limit"</b>
1.	Blanket Personal Property	US\$50,000 per insured individual
2.	Money and Securities sublimited under Blanket Personal Property	US\$500 per insured individual sublimated
3.	High Valued Items	\$5,000 per insured individual – Sublimated under Blanket Personal Property
Special sub-limit categories include: Jewelry, Fine Art, Camera and Equipment, Furs, Computers and Tablets, Oriental Rugs, Musical Instruments, and Coin Collections. (Applied in the aggregate for any one loss)		
4.	Mysterious Disappearance	Included as per personal property value
5.	Accidental Damage	US\$15,000 per insured individual
6.	Bed Bugs under Accidental Damage	US\$3,500 per insured individual sublimated under Accidental Damage
7.	Personal Liability aggregate	US\$300,000 per insured individual in the annual aggregate
8.	Loss of Use and Additional Living Expenses	Loss of Use – Maximum limit of US\$5,000 in the aggregate  Additional Living Expenses - US\$200 per day limited to maximum of 7 days per individual in the annual aggregate

**This contract is delivered as surplus line insurance under the Nonadmitted Insurance Act. The insurer issuing this contract is not admitted in Colorado but is an approved nonadmitted insurer. There is no protection under the provisions of the Colorado Insurance Guaranty Association Act.**

## Temporary Housing Plan – Global Coverage

### INSURING AGREEMENT

In consideration of the stipulations herein named and of the premium specified in the declarations, the Company does insure the Named Insured, and its guests or customers, hereinafter called the Insured, as per this policy wording, to an amount not exceeding the amount(s) specified herein and/or in the declarations.

#### I. THIS POLICY COVERS

This plan provides coverage for Personal Property owned by the guest and/or dependent members of his or her family of the same domicile, while residing at Named Insured's temporary housing. This coverage is only valid for the coverage period as listed above and does not extend to any property at the insured's primary residence, or other residences owned by the insured.

#### THIS POLICY DOES NOT COVER

Animals, boats, automobiles, motorcycles, or aircraft.

#### PERILS INSURED AGAINST

We insure the coverage limit as described in the policy certificate for all perils of loss or damage to the Insured property except as hereinafter provided.

#### SPECIAL LIMITS

The Company's liability for loss of the following types of property is limited to:

- A. \$500 in the aggregate on cash, currency, money, bullion, numismatic property and bank notes;
- B. \$500 in the aggregate on manuscripts, securities, accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, passports, railroad and other tickets or stamps including philatelic property;
- C. \$5,000 in the aggregate for jewelry, watches, furs, fine arts, silver, musical instruments, oriental rugs, stamp and coin collection, golfers equipment, cameras and mobile computer hardware.

#### THIS POLICY DOES NOT INSURE

- A. Shipments by mail unless sent by insured registered mail or insured commercial delivery service.
- B. Against loss or damage by delay, inherent defects in the property, insects, vermin or improper or insufficient packing or addressing.
- C. Against loss or damage caused by strikes, locked-out workmen or persons taking part in labor disturbances, or riots or civil commotions.

- D. Against loss or damage caused by or resulting from:
  - 1. hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval, or air forces; or (b) by military, naval, or air forces; or (c) by an agency of any such government, power, authority, or forces;
  - 2. any weapon employing atomic fission, nuclear or radioactive force, radioactive contamination or any weapon of mass destruction whether in time of peace or war;
  - 3. insurrection, rebellion, seizure, revolution, civil war, usurped power, any act(s) of terrorism, whether by a recognized state or government, or any group or individual; action taken by governmental authority in hindering, combating, or defending against such an occurrence; seizure or destruction under quarantine or customs regulations; confiscation by order of any government or public authority; risks of contraband or illegal transportation or trade; or evacuation for any cause initiated or recommended by government authority.
- E. Wear and tear, marring, gradual deterioration, insects, vermin, or losses as a result of dryness, dampness, humidity or changes in or extremes in temperature.
- F. Mechanical breakdown, latent defect, inherent vice, or any quality in property that causes it to damage or destroy itself.
- G. Smog, rust or other corrosion, or dry rot.
- H. Discharge, dispersal, seepage, migration, release or escape of pollutants.
  - a. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- I. Water Damage
  - a. Water Damage means:
    - i. Flood, surface water, waves, tidal action, overflow or a body of water, or spray from any of these, whether or not driven by wind caused by or resulting from human or animal forces or any act of nature.
    - ii. Direct loss by fire, explosion, rupture, bursting, sprinkler leakage or theft resulting from the water damage is covered.

J. Intentional Loss

a. Intentional Loss means any loss arising out of any act an insured commits or conspires to commit with the intent to cause a loss. In the event of such loss, no insured is entitled to coverage, even insured's who did not commit or conspire to commit the act causing the loss.

L. Earthquake

**SPECIAL EXCLUSIONS**

This policy does not insure:

A. As to Fine Arts:

- 1. Against damage sustained due to and resulting from any repairing, restoration or retouching process;
- 2. Property on exhibition at fair grounds or on the premises of any national or international exposition unless such premises are specifically herein described.

B. As to Stamp and Coin Collections (philatelic and numismatic property):

- 1. Against fading, creasing, denting, scratching, tearing, thinning, transfer of colors, inherent defect, dampness, extremes of temperature, gradual depreciation, or damage sustained from handling or while being actually worked upon and resulting there-from;
- 2. Against mysterious disappearance of individual stamps, coins or other individual articles insured hereunder unless specifically scheduled herein with a definite amount set opposite their description, or if not specifically scheduled, unless mounted in a volume, and the page to which they are attached is also lost;
- 3. Against loss of or damage to property in the custody of transportation companies; nor shipments by mail unless by registered mail;
- 4. Against theft or disappearance of property from any unattended automobile in excess of \$1,000 in the aggregate;
- 5. Against loss of or damage to any property described herein which is not an actual part of a stamp, money or numismatic collection.

**DEDUCTIBLE CLAUSE**

It is hereby understood and agreed that each claim for loss shall be adjusted separately, and from the amount of such adjusted claim the sum(s) stated on the declarations page shall be deducted from any adjusted claim for loss or damage arising out of any one occurrence. The deductible will not apply with respect for money only losses.

**THIS POLICY** is made and accepted subject to the foregoing stipulations and conditions, and to the conditions herein which are hereby specially referred to and made a part of this policy, together with such other

provisions, agreements, or conditions as may be endorsed hereon or attached hereto; and no Officer, Agent, or other Representative of this Company shall have power to waive or be deemed to have waived any provision or condition of this policy unless such waiver, if any, shall be written upon or attached hereto, nor shall any privilege, permission or modification affecting the insurance under this policy exist or be claimed by the Insured unless so written or attached.

**DEFINITIONS**

A. Weapon of mass destruction means: any weapon designed for, or capable of, substantial loss or damage, direct or indirect, of multiple persons or property.

**CONDITIONS**

**A. Assignment.** This policy shall be void if assigned or transferred without the written consent of the Company.

**B. Misrepresentation and Fraud.** This entire policy shall be void if the Insured has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof; or in case of any fraud or false swearing by the Insured touching any matter relating to this insurance or the subject thereof, whether before or after a loss.

**C. Notice and Proof of Loss.** In the event of loss or damage the Insured shall forthwith give notice thereof in writing to the Company or its Agents. Within ninety (90) days after loss or damage the Insured shall make written statement to the Company, signed and sworn to by the Insured stating the place, time and cause of loss or damage, the interest of the Insured and all others in the property, cost price of each article lost or damaged, from whom purchased or obtained, the date of purchase, their value at time of loss, the amount of loss or damage claimed, the total amount of insurance carried on the property covered by this policy on the date the loss occurred. The Insured shall, if required, exhibit damaged property, submit to an examination under oath, and produce bills or certified copies thereof if originals are lost covering the property lost or damaged. Failure to file complete proof of loss, as therein above prescribed, within ninety (90) days from the date of loss invalidates the claim.

**D.** No loss shall be paid hereunder if the Insured has collected the same from others.

**E. Automatic Reinstatement of Losses.** The following clause shall apply to personal property covered hereunder: It is understood that the amount of insurance hereunder shall be reduced by the amount of any loss covered by this policy, but the Company and the Insured shall be deemed to have agreed that the full amount of coverage be reinstated automatically at the time of indemnification of said loss.

**F. Valuation and Payment of Loss.** This Company shall not be liable beyond the Replacement Cost of the property at the time any loss or damage covered by the policy occurs. "Replacement Cost" as used herein means the cost, duty free, at the time of loss to replace either damaged, destroyed or stolen property with article(s) of like kind and quality. This Company is not liable for duty, surcharges, and any related taxes attributed to the disposal or importation of any personal property.

1. The Company's Liability for Loss Under This Policy Shall Not Exceed the Smallest of the Following:

- a. The cost of repair or restoration or replacement.
- b. Replacement Cost at the time of loss wherever the property or articles can be obtained or purchased at the option of the Company.
- c. Any limit or special limits of liability described in the policy.

2. This Replacement Cost Indemnification Does Not Apply to:

- a. Property which by its inherent nature cannot be replaced.
- b. Property not maintained in good or workable condition.

3. The sum of which the Company is liable pursuant to this policy shall be payable sixty (60) days after due notice, ascertainment, estimate and satisfactory proof of the loss have been received by this Company in accordance with the terms of the policy. It shall be optional, however, with this Company to take all, or any part of the articles at such ascertained or appraised value and also to repair or replace the property lost or damaged with other of like kind and quality within a reasonable time on given notice within thirty (30) days after receipt of the proof herein required, of its intention to do so, but there can be no abandonment to this Company for the property described.

**G. Language.** If you or any insured have local insurance in any country with terms and conditions which are in conflict with this policy, the terms and conditions of this policy will govern any conflict of coverage.

**H. Loss Payments.** We may settle where permitted, all losses or damage at the location of the "loss," "occurrence," "claim," or "suit" with your local representatives or the claimants. Such Settlements may be paid, at our discretion, in United States currency or in the currency of the country where the loss occurred at the rate of exchange on the date of the event which caused the loss.

**I. Duties.** At our request, any Insured agrees to help us;

1. make settlement;
2. enforce any right of contribution or indemnity against any person or organization who may be liable to the Named Insured;
3. with the conduct of suits and attend hearings and trials; and
4. secure and give evidence and obtain the attendance of witnesses.

**J. Pairs and Sets.** It is understood and agreed that, in the event of loss of or damage to any article or articles which are part of a set, the measure of loss or damage to such article or articles shall be reasonable and fair proportion of the total value of the set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of set.

**K. Appraisal.** In the event of disagreement as to the amount of loss, the same shall, as above provided, be ascertained by two competent and disinterested appraisers, the Insured and this Company each selecting one, and the two so chosen shall first select a competent and disinterested umpire, the appraisers together shall then estimate and appraise the loss, stating separately the sound value and damage, and failing to agree, shall submit their differences to the umpire, and the award in writing of any two shall determine the amount of such loss; the parties hereto shall pay the appraisers respectively selected by them and shall bear equally the expenses of the appraisal and umpire.

**L. Subrogation.** In all cases of loss when it shall be claimed by this Company that a carrier or any other party is, or may be liable, then the Insured shall, at the request of the Company, or its agents, assign and subrogate all their rights and claims to this Company to an amount not exceeding the sum paid by this Company, and permit suit to be brought in the Insured's name, but at this Company's expense and the Insured expressly agrees to render all reasonable assistance in the prosecution of said suit or suits.

**M. Suit Against Company.** No suit or action on this policy of the recovery of any claim shall be sustainable in any Court of Law or equity unless the Insured shall have fully complied with all the foregoing requirements, nor unless commenced within twelve (12) months next after the happening of the loss, provided that where such limitation of time is prohibited by the laws of the State wherein this policy is issued, then and in that event no suit or action under this policy shall be sustainable unless commenced within the shortest limitation permitted under the laws of such State.

**N. Agent.** No person shall be deemed as agent of this Company unless specifically authorized in writing by this Company.

**O. Cancellation.** This policy may be cancelled by the Insured by mailing the Company written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Company by mailing to the Insured at the address shown in this policy or last known address written notice stating when not less than thirty (30) days thereafter such cancellation shall be effective. The

mailing of notice as aforesaid shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the insured or by the company shall be equivalent to mailing. If the Insured cancels, earned premiums shall be computed in accordance with the customary short rate table and procedure; but this Company shall retain not less than \$50.00 (U.S.) which is hereby declared to be the minimum premium for this policy. If the Company cancels, earned premiums shall be computed pro-rata. Premium adjustment may be made as soon as practical after cancellation becomes effective. The company's check or the check of its representative mailed or delivered as aforesaid shall be a sufficient tender of any refund or premium due to the Insured.

**P. Participation Clause.** It is hereby understood and agreed that, if so indicated on the declarations page of this policy, the obligations of the Company herein shall be shared equally between two carriers, and that each carrier shall not be liable for more than 50% of any loss or the assigned percentage of any loss or damage covered by this policy regardless of whether the remaining portion of the loss or damage is covered by other insurance or whether such other insurance is valid or collectible.

**Q. Liberalization.** If this policy form is revised to provide more coverage without additional premium charge we will automatically provide the additional coverage as of the date the revision is effective.

## **SPECIAL CONDITIONS**

### **A. As to Fine Arts:**

The Insured represents and agrees that the property insured herein will be packed and unpacked by competent packers. The Company shall not be liable for more than the amount set opposite the respective articles covered herein, which amounts are agreed to be the value of said articles for the purpose of this insurance. In the event of the total loss of any article or articles which are a part of a set, the Company agrees to pay the Insured the full amount of the value of such set as specified in the schedule attached, and the Insured agrees to surrender the remaining article or articles of the set to the Company.

### **B. As to Guns:**

This policy does not insure against:

1. Loss or damage caused by any process of refinishing, renovating or repairing; by dampness of atmosphere and/or extremes of temperature; by moths, vermin, wear and tear, gradual deterioration, inherent defect or faulty manufacture; by rust, fouling, or explosion of firearms.

2. Breakage, marring, scratching, tearing or denting unless caused by fire, thieves, or accidents to conveyances.

### **C. As to Musical Instruments:**

The Insured represents and agrees that none of the instruments insured

herein will be played for remuneration during the term of this policy, unless otherwise endorsed hereon and additional premium paid at the current rates of the Company.

### **D. As to "Silverware:"**

This policy does not insure, as "Silverware," pens, pencils, flasks, smoking implements or accessories or articles of personal adornment.

**E. As to Stamp and Coin Collections:** (Philatelic and numismatic property) In the event of loss or damage the amount payable hereunder shall be ascertained in the following manner:

1. In case of loss of, or damage to, property scheduled herein and representing any one stamp, coin or other individual article insured, the Company shall pay or make good to the Insured such loss or damage up to but not exceeding the amount(s) set opposite the item(s) involved;

2. In case of loss of, or damage to, property specifically described in the above schedule as pairs, strips, blocks, series, sheets, covers, frames, cards or the like, the Company shall pay in the event of total loss of such an item up to but not exceeding the amount set opposite the item involved and, in the event of partial loss, not more than the cash market value of the whole set, less the cash market value of the remainder at the time of loss, it being however understood and agreed that in the event of the property being insured for less than the cash market value, the liability of the Company shall not exceed the proportion that the amount insured bears to the cash market value;

## **COMPREHENSIVE PERSONAL LIABILITY**

### **DEFINITIONS**

In this endorsement "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We," "us" and "our" refer to the Company providing this insurance. In addition, certain words and phrases are defined as follows:

A. "bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.

B. "Business" includes trade, profession or occupation.

C. "Insured" means you and residents of your "Residence premises" who are:

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

3. 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 C.1 or C.2 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."

4. with respect to any vehicle to which this policy applies:

a. persons while engaged in your employ or that of any person included in C.1 or C.2 above; or

b. other persons using the vehicle on an "insured location" with your consent.

D. "insured location" means:

1. the "residence premises;"

2. the part of other premises, other structures and grounds used by you as a residence and which is acquired by you during the policy period for your use as a residence;

3. any premises used by you in connection with a premises in D.1 or D.2 above;

4. any part of a premises;

a. not owned by an "insured;" and

b. where an "insured" is temporarily residing;

5. vacant land, other than farm land, owned by or rented to an "insured;"

6. land owned by or rented to an "insured" on which a one to four family dwelling is being built as a residence for an "insured;"

7. individual or family cemetery plots or burial vaults of an "insured;" or

8. any part of a premises occasionally rented to an "insured" for other than "business" use.

E. "occurrence" means an accident, including continuous or repeated

exposure to substantially the same general harmful conditions, which

results, during the policy period, in:

1. "bodily injury,," or

2. "property damage."

"property damage" means physical injury to, destruction of, or loss of use of tangible property.

F. "residence employee" means:

1. an employee of an "insured" whose duties are related to the maintenance or use of the "residence premises," including household or domestic services; or

2. one who performs similar duties elsewhere not related to the

"business" of an "insured."

G. "residence premises" means:

1. the one family dwelling, other structures, and grounds; or

2. that part of any other building where you reside.

"Residence premises" also means a two, three or four family dwelling where you reside in at least one of the family units.

## LIABILITY COVERAGE

### A. Coverage L -Personal Liability

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. Damages include prejudgment interest awarded against the "insured."

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 for damages resulting from the "occurrence" equals our limit of liability.

### B. Coverage M -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."

## EXCLUSIONS

A. Coverage L -Personal Liability and Coverage M - Medical Payments to Others do not apply to "bodily injury" or "property damage:"

1. which is expected or intended by the "insured."

2. a. 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;"

b. 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 an "insured location;"

(1) on an occasional basis if used only as a residence;

(2) 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

(3) in part, as an office, school, studio or private garage.

3. arising out of the rendering of or failure to render professional services.

4. arising out of a premises:

a. owned by an "insured;"

b. rented to an "insured;" or

c. rented to others by an "insured;" that is not an "insured location."

5. arising out of:

a. 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;"

b. the entrustment by an "insured" of a motor vehicle or any

other motorized land conveyance to any person; or

c. vicarious liability, whether or not statutorily imposed, for the

actions of a child or minor using a conveyance excluded in paragraph a. or b. 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."

6. arising out of:

a. the ownership, maintenance, use, loading or unloading of a watercraft described below:

b. the entrustment by an "insured" of a watercraft described below to any person; or

c. vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a watercraft described below:

Watercraft:

(1) with inboard or inboard-outdrive motor power owned by an "insured;"

(2) with inboard or inboard-outdrive motor power of more than 50 horsepower rented to an "insured;"

(3) that are sailing vessels, with or without auxiliary power, 26 feet or more in length owned by or rented to an "insured;" or

(4) powered by one or more outboard motors with more than 25 total horsepower if the outboard motor is owned by an "insured." But, outboard motors of more than 25 total horsepower are covered for the policy period if:

(a) you acquire them prior to the policy period and:

i. you declare them at policy inception; or

ii. your intention to insure is reported to us in writing

within 45 days after you acquire the outboard motors.

iii. you acquire them during the policy period.

This exclusion does not apply while the watercraft is stored.

7. arising out of:

a. the ownership, maintenance, use, loading or unloading of an aircraft;

b. the entrustment by an "insured" of an aircraft to any person; or

c. vicarious liability, whether or not statutorily imposed, 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.

8. 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.

9. which arises out of the transmission of a communicable disease by an "insured."

10. arising out of sexual molestation, corporal punishment or physical or mental abuse.

11. arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. 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.

Exclusions 4., 5., 6., and 7. 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."

12. which occurs in the United States or Canada and its territories and possessions. This exclusion does not apply to "bodily injury" or "property damage" occurring at a temporary "insured location" within the United States or Canada and its territories and possessions, but in no event shall coverage for a temporary "insured location" exceed 90 days or the expiration of the policy.

B. Coverage L -Personal Liability, does not apply to:

1. liability:

a. for any loss assessment charged against you as a member of an association, corporation or community of property owners;

b. under any contract or agreement. However, this exclusion does not apply to written contracts:

(1) that directly relate to the ownership, maintenance or use of an "insured location;" or

(2) where the liability of others is assumed by the "insured" prior to an "occurrence;" unless excluded in (1) above or elsewhere in this policy.

2. "property damage" to property owned by the "insured."

3. "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.

4. "bodily injury" to any person eligible to receive any benefits:

a. voluntarily provided; or

b. required to be provided; by the "insured" under any:

(1) workers' compensation law;

(2) non-occupational disability law; or

(3) occupational disease law.

5. "bodily injury" or "property damage" for which an "insured" under this policy:

a. is also an insured under a nuclear energy liability policy; or

b. 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.

6. "bodily injury" to you or an "insured" within the meaning of part a. or b. of "insured" as defined.

C. Coverage M -Medical Payments to Others does not apply to "bodily injury:"

1. to a "residence employee" if the "bodily injury:"

a. occurs off the "insured location;" and

b. does not arise out of or in the course of the "residence employee's" employment by an "insured.:"

2. to any person eligible to receive benefits:

a. voluntarily provided; or

b. required to be provided; under any:

(1) workers' compensation law;

(2) non-occupational disability law; or

(3) occupational disease law.

3. from any:

a. nuclear reaction;

b. nuclear radiation; or

c. radioactive contamination; all whether controlled or uncontrolled or however caused; or

d. any consequence of any of these.

4. to any person, other than a "residence employee" of an "insured," regularly residing on any part of the "insured location."

## **ADDITIONAL COVERAGE**

We cover the following in addition to the limits of liability;

A. Claim Expenses. We pay:

1. expenses we incur and costs taxed against an "insured" in any suit we defend;

2. premiums on bonds required in a suit we defend, but not for bond amounts more than the limit of liability for Coverage L. We need not apply for or furnish any bond;

3. 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;

4. 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.

B. First Aid Expenses. 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."

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

We will not pay for "property damage:"

1. caused intentionally by an "insured" who is 13 years of age or older;

2. to property owned by an "insured;"

3. to property owned by or rented to a tenant of an "insured" or a resident in your household; or

4. arising out of:

a. a "business" engaged in by an "insured;"

b. any act or omission in connection with a premises owned, rented or controlled by an "insured," other than the "insured location;" or

c. 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."



## CONDITIONS

**A. Limit of Liability.** Our total liability under Coverage L for all damages resulting from any one "occurrence" will not be more than the limit of liability for Coverage L as shown in the Declarations. This limit is the same regardless of the number of "insured's," 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 Coverage M 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 Coverage M as shown in the Declarations.

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

**C. 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.

1. give written notice to us or our agent as soon as is practical, which sets forth:

- a. the identity of the policy and "insured,"
- b. reasonably available information on the time, place and circumstances of the accident or "occurrence;" and
- c. names and addresses of any claimants and witnesses;

2. promptly forward to us every notice, demand, summons or other process relating to the accident or "occurrence;"

3. at our request, help us:
- a. to make settlement;
  - b. to enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured;"
  - c. with the conduct of suits and attend hearings and trials;
  - d. to secure and give evidence and obtain the attendance of witnesses;

4. 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;

5. 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."

**D. Duties of an Injured Person -Coverage M -Medical Payments to Others.**

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

1. give us written proof of claim, under oath if required, as soon as is practical; and

2. authorize us to obtain copies of medical reports and records. The injured person will submit to physical examination by a doctor of our choice when and as often as we reasonably require.

**E. Payment of Claim -Coverage M -Medical Payments to Others.**

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

**F. 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 Coverage L can be brought

against us until the obligation of the "insured" has been determined by final judgment or agreement signed by us.

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

**H. Policy Period.** This policy applies only to "bodily injury" or "property damage" which occurs during the policy period.

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

If an assignment is sought, an "insured" must sign and deliver all related papers and cooperate with us. Subrogation does not apply to Medical Payments to Others or Damage to Property of Others.

**J. Participation Clause.** It is hereby understood and agreed that, if so indicated on the declarations page of this policy, the obligations of the Company herein shall be shared equally between two carriers, and that each carrier shall not be liable for more than 50% of any loss or the assigned percentage of any loss or damage covered by this policy regardless of whether the remaining portion of the loss or damage is covered by other insurance or whether such other insurance is valid or collectible.

The insuring company is indicated on the declarations page of this policy, which shall not be valid unless countersigned by a duly authorized agent of the company.

### Agent:

Clements Worldwide  
1301 K Street NW, Suite 1200 West  
Washington, DC 20005 USA

**Phone** +1.202.478.6589

**Fax** +1.202.517.9133

**E-mail** [cps@clements.com](mailto:cps@clements.com)

**Website** [www.clements.com](http://www.clements.com)

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

**BED BUG REMEDIATION AND ACCIDENTAL DAMAGE COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**SUPPLEMENTAL COVERAGES is amended to include the following. The Combined Single Limit for the extensions below is USD 1,000,000 per policy period**

**3. Bed Bug Remediation Coverage**

- a. **Coverage** - This policy shall provide coverage to remediate any infestation of bed bugs if during a covered stay at an insured rental property. The policy shall provide reimbursement for the following services:
  - 1) Bed bug elimination services as provided by a licensed, if applicable, and qualified professional firm.
  - 2) Treatment of bed bug infested apartment/unit.
  - 3) Cleaning for clothes and furniture.
  - 4) Additional living expenses for a 24 hour period.
- b. **Limit** -
  - 1) The most that "we" will pay for Bed Bug Remediation Costs is \$3,500 per stay with an aggregate limit of \$1,000,000 per policy period.
  - 2) Coverage shall be limited to one occurrence per rental individual's stay.
- c. **Duties in Event of Loss**
  - 1) Proof of remediation expenses required in order to validate claim.
  - 2) Proof of additional covered expenses required in order to validate claim.

**4. Accidental Damage Coverage**

- a. **Coverage** - This policy shall provide coverage if during a stay at an insured rental property, an insured person, causes damage to, or theft thereof, real or personal property of the rental property as a result of inadvertent acts or omissions, the insurer will reimburse the rental property for the cost of repair or replacement of such property. In addition the policy shall provide coverage for damage to, or theft thereof, real or personal property of the rental property of the Temp Housing Provider whilst the rented premises are under occupancy / care, custody and control of the insured person .
- b. **Limit** - The most that "we" will pay for Accidental Damage Insurance is \$15,000 per stay with an aggregate limit of \$1,000,000 per policy period.
- c. **Exclusions** - "We" do not pay for loss or damage caused directly or indirectly by one or more of the following excluded causes or events.
  - i. Natural Disaster;
  - ii. Intentional acts of an insured person;
  - iii. Gross negligence, willful, and wanton conduct by an insured person.
  - iv. Normal wear and tear of the rental property unit;
  - v. Theft without a valid police report;
  - vi. Damage without a valid police report unless damage is caused by insured person;
  - vii. Damage that is not reported within 48 hours of guest vacating the unit.

**5. Loss of Use and Additional Living Expenses**

We will pay up to US\$5,000 for a loss covered under Property Section which makes that part of the "residence premises" rented to the "additional named insured" not fit to live in. We will cover the fair rental value of such premises less any expenses that do not continue while it is not fit to live in. This loss is payable to the "Named Insured" and is subject to a 72-hour waiting period. We do not cover loss or expense due to cancellation of a lease or agreement.

Additionally, we will pay for Additional Living Expenses for the "Additional Named Insured" if a loss by a Peril Insured Against under this policy to covered property or the building containing the property makes the "residence premises" not fit to live in. We will cover any 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. The maximum period of time this coverage will be afforded is 7 days with a maximum limit of \$200 per day. Claims are subject to a third party 'public services' report e.g. from police or fire department.

**This contract is delivered as surplus  
line insurance under the Nonadmitted  
Insurance Act. The insurer issuing  
this contract is not admitted in Colorado  
but is an approved nonadmitted insurer.  
There is no protection under the  
provisions of the Colorado Insurance  
Guaranty Association Act.**

## APPLICABLE LAW (U.S.A.)

This Insurance shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit Clause (U.S.A.)

14/09/2005  
LMA5021

Form approved by Lloyd's Market Association

## SERVICE OF SUIT CLAUSE (U.S.A.)

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance (or reinsurance).

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon Mendes & Mount 750 7<sup>th</sup> Avenue, New York, NY 10019 USA and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

14/09/2005  
LMA5020

Form approved by Lloyd's Market Association

## SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15/09/10  
LMA3100

**This contract is delivered as surplus line insurance under the Nonadmitted Insurance Act. The insurer issuing this contract is not admitted in Colorado but is an approved nonadmitted insurer. There is no protection under the provisions of the Colorado Insurance Guaranty Association Act.**

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

**CLAIMS REPORTING REQUIREMENTS**

2. First Notice of Loss
  - a. As soon as practicable but no later than 48 hours of the departure inspection
3. Proof of Loss forms and documents
  - a. To be submitted no later than 90 days of the notice of damage being first reported
4. Claims Documents required : As per policy including but not limited to :
  - a. Claim Form
  - b. Police Report in the event of Theft
  - c. Photographs
  - d. The inventory of damaged items with repair estimates where applicable
  - e. Receipts and invoices
  - f. Proof of Residency, if required
  - g. Additional Living Expenses - third party 'public services' report e.g. from police or fire department.

**This contract is delivered as surplus  
line insurance under the Nonadmitted  
Insurance Act. The insurer issuing  
this contract is not admitted in Colorado  
but is an approved nonadmitted insurer.  
There is no protection under the  
provisions of the Colorado Insurance  
Guaranty Association Act.**

**LLOYD'S SYNDICATES FOR AUTHORITY REFERENCE:**

LLOYD'S SYNDICATES 4020 FOR AUTHORITY REFERENCE B0621F33060315 (Section 4 ONLY)

**LLOYD'S**

One Lime Street London EC3M 7HA