

Bankers Independent Ins. Co.

1000 River Road, Ste 300
Conshohocken, PA 19428

DECLARATIONS

This declarations page, with the policy and endorsements, if any, issued to form a part thereof, complete the below Personal Household Effects Policy, underwritten by Bankers Independent Ins. Co..

Insurance Company: Bankers Independent Ins. Co.

Named Insured: Participants of University of Wisconsin System Office of Safety and Loss Prevention
780 Regent Street, Suite 145
Madison, WI 53715

Producer: Cultural Insurance Services International (CISI)
1 High Ridge Park
Stamford, CT 06905

Administrator: Clements Worldwide

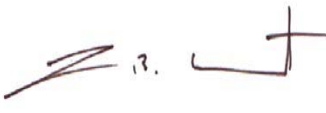
Policy Number: M2B704802

Policy Term: 1st of May 2016 to 1st of May 2017
Both days at 12:01am Local Standard Time at the address of the insured

<u>Coverage</u>	<u>Per Occurrence</u> <u>/Aggregate Limit</u>	<u>Premium</u>
		Package Rate for 1 month
Comprehensive Personal Liability	\$200,000	\$4.50 per person per month
Medical Payments	\$5,000	Included
Additional Living Expenses	\$5,000	Included
		Package Rate for 1 week term
Comprehensive Personal Liability	\$200,000	\$1.15 per person/1 week
Medical Payments	\$5,000	Included
Additional Living Expenses	\$5,000	Included
		Package Rate for 2 week term
Comprehensive Personal Liability	\$200,000	\$2.30 per person/two weeks
Medical Payments	\$5,000	Included
Additional Living Expenses	\$5,000	Included
		Package Rate for 3 week term
Comprehensive Personal Liability	\$200,000	\$3.45 per person/three weeks
Medical Payments	\$5,000	Included
Additional Living Expenses	\$5,000	Included

In consideration of the premium payment indicated, it is agreed and understood that the policy is written for the policy period shown above. This Declaration Page shall not be binding upon the Company until it has been signed by a duly authorized representative of the company.

Signature of Authorized Representative:



A handwritten signature in red ink, consisting of a stylized cursive 'S' followed by a vertical line and a horizontal line, with the initials 'R.' written in the middle.

Date Issued:

22nd of March, 2016

Comprehensive Personal Liability Program for the University of Wisconsin

INSURING AGREEMENT

In consideration of the stipulations herein named and of the premium specified in the declarations, the Company does insure the Named Insured, hereinafter called the Insured, whose address is shown in the declarations, from the inception date at noon, to the expiration date, at noon, Standard Time shown in the declarations at place of issuance, to an amount not exceeding the amount(s) specified herein and/or in the declarations.

THIS POLICY COVERS

This insurance applies anywhere in the world except the United States.

DEFINITIONS

In this contract "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" means:
 - a. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
 - b. Any other activity engaged in for money or other compensation, except the following:
 - i. one or more activities, not described in (2) through (4) below, for which no "insured" receives more than \$2,500 in total compensation for the 12 months before the beginning of the policy period; or
 - ii. volunteer activities or internships for which no money is received other than payment for expenses incurred to perform the activity; or
 - iii. providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
 - iv. the rendering of home day care services to a relative of an "insured".
- C. "Insured" means you and residents of your household who are:
 - 1. your relatives
 - 2. other persons under the age of 21 and in the care of any person named
 - 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. 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."
- F. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.
- G. "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. 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. 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;”
3. 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;”
 - 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.
4. arising out of the rendering of or failure to render professional services.
 5. 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.”
 6. 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:

- i. a trailer not towed by or carried on a motorized land conveyance.
- ii. 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.”
- iii. a motorized golf cart when used to play golf on a golf course.
- iv. 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.”

7. 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:

- i. with inboard or inboard-outdrive motor power owned by an "insured;"
 - ii. with inboard or inboard-outdrive motor power of more than 50 horsepower rented to an "insured;"
 - iii. that are sailing vessels, with or without auxiliary power, 26 feet or more in length owned by or rented to an "insured;" or
 - iv. 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: you declare them at policy inception; or your intention to insure is reported to us in writing within 45 days after you acquire the outboard motors and you acquire them during the policy period.
- This exclusion does not apply while the watercraft is stored.

8. 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.

- 9. 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.
- 10. which arises out of the transmission of a communicable disease by an "insured."
- 11. arising out of sexual molestation, corporal punishment or physical or mental abuse.
- 12. 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."

- 13. 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: that directly relate to the ownership, maintenance or use of an "insured location;" or 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:
 - i. workers' compensation law;
 - ii. non-occupational disability law; or
 - iii. 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.
- 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:
 - i. workers' compensation law;
 - ii. non-occupational disability law; or
 - iii. 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."

- d. arising out of:
 - i. a "business" engaged in by an "insured;"
 - ii. any act or omission in connection with a premises owned, rented or controlled by an "insured," other than the "insured location;" or
 - iii. 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."

D. Loss of Use

The limit of liability for coverage under loss of use shall be a maximum limit as specified in the declarations or certificate of insurance.

1. **Additional Living Expense.** If a loss covered under this policy makes the residence premises uninhabitable, the policy covers any necessary increase in living expense incurred by the Insured so that his household can maintain its normal standard of living as nearly as practicable. Payment shall be for the shortest time required to repair or replace the premises or, if the Insured permanently relocates, the shortest time required to settle elsewhere.
2. **Prohibited Use.** If a civil authority prohibits the Insured from use of the residence premises as a result of direct damage to neighboring premises by an insured peril, the policy covers any resulting additional living expense loss for a period not exceeding two (2) weeks during which use is prohibited.

This policy does not cover loss due to cancellation of a lease or agreement. No deductible shall apply to this coverage.

Loss of Use Perils Insured Against

1. Fire or Lightning
2. Windstorm or Hail
3. Explosion
4. Riot or Civil Commotion
5. Aircraft
6. Vehicles
7. Smoke
8. Vandalism or Malicious Mischief
9. Falling Objects

This means sudden and accidental damage from smoke, including the emission or puffback of smoke, soot, fumes or vapors from a boiler, furnace or related equipment. Loss caused by smoke from agricultural smudging or industrial operations is excluded.

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 \$250 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 \$1,000 per "occurrence" for "property damage" to property of others caused by an "insured."

We will not pay for "property damage:"

- a. caused intentionally by an "insured" who is 13 years of age or older;
- b. to property owned by an "insured;"
- c. to property owned by or rented to a tenant of an "insured" or a resident in your household; or

10. Weight of Ice, Snow or Sleet
11. Accidental Discharge or Overflow of Water or Steam
This means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.
12. Sudden and Accidental Tearing Apart, Cracking, Burning or Bulging
13. Sudden and Accidental Damage from Artificially Generated Electrical Current
14. Volcanic Eruption

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. **Other Insurance -Coverage L -Personal Liability.**
If a loss covered by this policy is also covered by other insurance, the insurance provided under this policy will be primary in all instances.
- I. **Policy Period.**
This policy applies only to "bodily injury" or "property damage" which occurs during the policy period.
- J. **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.

K. Cancellation

This policy incepts on date set forth in declarations and shall be automatically renewed on annual basis subject to receipt of premium set forth in declarations for each renewal, unless cancelled in accordance with this provision. 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 ninety (90) 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 USD \$10.00 (U.S.) per member 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.

L. Jurisdiction

The Company shall not be deemed to provide coverage and shall not be liable to pay any claim or provide any benefit hereunder

- a. If trade or economic sanctions or other laws or regulations prohibit the Company from providing insurance, including, but not limited to, the payment of claims, for, on behalf of, or to any person or entity.
- b. If insured is located, domiciled or resident in a country or jurisdiction where the Company is not permitted to provide the coverage set out herein; or
- c. For its interest in property that is located in a country or jurisdiction where the Company is not permitted to provide the coverage set out herein with respect to such property."

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 St NW
Washington, D.C. 20005

Phone	202.872.0060 800.872.0067
Fax	202.466.9064
E-mail	cps@clements.com
Website	www.clements.com

Comprehensive Personal Liability Program for the University of Wisconsin

Policy Number: M2B704802

INSURING AGREEMENT

In consideration of the stipulations herein named and of the premium specified in the declarations, the Company does insure the Named Insured, hereinafter called the Insured, whose address is shown in the declarations, from the inception date at noon, to the expiration date, at noon, Standard Time shown in the declarations at place of issuance, to an amount not exceeding the amount(s) specified herein and/or in the declarations.

THIS POLICY COVERS

This insurance applies anywhere in the world except the United States.

DEFINITIONS

In this contract "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" means:
 - a. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
 - b. Any other activity engaged in for money or other compensation, except the following:
 - i. one or more activities, not described in (2) through (4) below, for which no "insured" receives more than \$2,500 in total compensation for the 12 months before the beginning of the policy period; or
 - ii. volunteer activities or internships for which no money is received other than payment for expenses incurred to perform the activity; or
 - iii. providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
 - iv. the rendering of home day care services to a relative of an "insured".
- C. "Insured" means you and residents of your household who are:
 - 1. your relatives
 - 2. other persons under the age of 21 and in the care of any person named

- 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. 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."
- F. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.
- G. "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. 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. 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;”
3. 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;”
 - 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.
4. arising out of the rendering of or failure to render professional services.
5. 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.”
6. 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:

- i. a trailer not towed by or carried on a motorized land conveyance.
- ii. 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.”
- iii. a motorized golf cart when used to play golf on a golf course.
- iv. 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.”
7. 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:

- i. with inboard or inboard-outdrive motor power owned by an "insured;"
 - ii. with inboard or inboard-outdrive motor power of more than 50 horsepower rented to an "insured;"
 - iii. that are sailing vessels, with or without auxiliary power, 26 feet or more in length owned by or rented to an "insured;" or
 - iv. 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: you declare them at policy inception; or your intention to insure is reported to us in writing within 45 days after you acquire the outboard motors and you acquire them during the policy period.

This exclusion does not apply while the watercraft is stored.

8. 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.

- 9. 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.
- 10. which arises out of the transmission of a communicable disease by an "insured."
- 11. arising out of sexual molestation, corporal punishment or physical or mental abuse.
- 12. 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."

- 13. 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: that directly relate to the ownership, maintenance or use of an "insured location;" or 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:
 - i. workers' compensation law;
 - ii. non-occupational disability law; or
 - iii. 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.
- 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:
 - i. workers' compensation law;
 - ii. non-occupational disability law; or
 - iii. 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."

- d. arising out of:
 - i. a "business" engaged in by an "insured;"
 - ii. any act or omission in connection with a premises owned, rented or controlled by an "insured," other than the "insured location;" or
 - iii. 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."

D. Loss of Use

The limit of liability for coverage under loss of use shall be a maximum limit as specified in the declarations or certificate of insurance.

1. **Additional Living Expense.** If a loss covered under this policy makes the residence premises uninhabitable, the policy covers any necessary increase in living expense incurred by the Insured so that his household can maintain its normal standard of living as nearly as practicable. Payment shall be for the shortest time required to repair or replace the premises or, if the Insured permanently relocates, the shortest time required to settle elsewhere.
2. **Prohibited Use.** If a civil authority prohibits the Insured from use of the residence premises as a result of direct damage to neighboring premises by an insured peril, the policy covers any resulting additional living expense loss for a period not exceeding two (2) weeks during which use is prohibited.

This policy does not cover loss due to cancellation of a lease or agreement. No deductible shall apply to this coverage.

Loss of Use Perils Insured Against

1. Fire or Lightning
2. Windstorm or Hail
3. Explosion
4. Riot or Civil Commotion
5. Aircraft
6. Vehicles
7. Smoke
8. Vandalism or Malicious Mischief
9. Falling Objects

This means sudden and accidental damage from smoke, including the emission or puffback of smoke, soot, fumes or vapors from a boiler, furnace or related equipment. Loss caused by smoke from agricultural smudging or industrial operations is excluded.

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 \$250 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 \$1,000 per "occurrence" for "property damage" to property of others caused by an "insured."

We will not pay for "property damage:"

- a. caused intentionally by an "insured" who is 13 years of age or older;
- b. to property owned by an "insured;"
- c. to property owned by or rented to a tenant of an "insured" or a resident in your household; or

10. Weight of Ice, Snow or Sleet
11. Accidental Discharge or Overflow of Water or Steam
This means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.
12. Sudden and Accidental Tearing Apart, Cracking, Burning or Bulging
13. Sudden and Accidental Damage from Artificially Generated Electrical Current
14. Volcanic Eruption

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. **Other Insurance -Coverage L -Personal Liability.**
If a loss covered by this policy is also covered by other insurance, the insurance provided under this policy will be primary in all instances.
- I. **Policy Period.**
This policy applies only to "bodily injury" or "property damage" which occurs during the policy period.
- J. **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.

K. Cancellation

This policy renews on date set forth in declarations and shall be automatically renewed on annual basis subject to receipt of premium set forth in declarations for each renewal, unless cancelled in accordance with this provision. 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 ninety (90) 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 USD \$10.00 (U.S.) per member 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.

L. Jurisdiction

The Company shall not be deemed to provide coverage and shall not be liable to pay any claim or provide any benefit hereunder

- a. If trade or economic sanctions or other laws or regulations prohibit the Company from providing insurance, including, but not limited to, the payment of claims, for, on behalf of, or to any person or entity.
- b. If insured is located, domiciled or resident in a country or jurisdiction where the Company is not permitted to provide the coverage set out herein; or
- c. For its interest in property that is located in a country or jurisdiction where the Company is not permitted to provide the coverage set out herein with respect to such property."

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
One Thomas Circle, NW, 8th Floor
Washington, DC 20005

Phone 202.872.0060

800.872.0067

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