

**Student Personal Property
Certificate Coverage Form**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. This includes the spouse and/or children under the age of 18 of the individual shown as the Named Insured, but only if they are residents of the Named Insured's household. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F. DEFINITIONS.**

A. COVERAGE

We will pay for direct physical "loss" or damage to Covered Property from any of the Covered Causes of Loss.

1. COVERED PROPERTY

Covered Property, as used in this Coverage Form, means:

- a. **Unscheduled personal property owned by you; or**
- b. **Unscheduled personal property entrusted to you by your parent(s) or legal guardian(s); or**
- c. **Unscheduled personal property of the educational institution; or**
- d. **Unscheduled personal property of others in your care, custody and control subject to a maximum limit of \$250. This is a sublimit and does not increase your policy limit.**

2. PROPERTY NOT COVERED

Covered Property does not include:

- a. **Accounts, bills, deeds, notes, securities, evidences of debt, letters of credit, tickets, passports, documents, manuscripts, mechanical drawings, valuable papers of any kind, recorded electronic data, and media;**
- b. **Live animals, fish, or birds;**
- c. **Money; currency; stamps; bullion;**
- d. **Contraband or property in the course of illegal transportation or trade;**
- e. **Land (including land on which the property is located) or water;**
- f. **Property shipped by mail, unless via Parcel Post or Registered Mail;**
- g. **Automobiles, boats, motorcycles, aircraft, snowmobiles, mopeds, or any other motorized conveyances including their permanently installed furnishings and equipment.**

3. PROPERTY SUBJECT TO LIMITATION

The most we will pay for theft of jewelry, precious stones, plate and plated ware, clocks, watches, gold or silver, furs, or any object of art is \$1,000 per occurrence for the sum of all such items.

4. COVERED CAUSES OF LOSS

Covered Causes of Loss means direct physical "loss" or damage caused by or resulting from any of the following:

- a. Fire; Lightning; Explosion; Smoke; Vandalism or Malicious Mischief; Theft; "Sinkhole Collapse"; "Falling Objects"; Windstorm;
- b. Accidental discharge or overflow of water or steam from within a plumbing, heating or air conditioning system or from within a household appliance; or
- c. Collision or overturn of a transporting conveyance.

5. OPTIONAL ADDITIONAL COVERAGE

This option applies only if the "Accidental Damage Option" box is checked on your Certificate Coverage Form Declarations and the additional premium is paid.

- a. We will pay for accidental direct physical "loss" or damage to covered electronic equipment, not including electronic data, media or computer programs.

The most we will pay under this option is \$500 for all such "loss" or damage occurring during each separate 12 month period of this policy. This is a sublimit and does not increase your policy limit.

- b. Accidental damage does not include "loss" or damage caused by any of the exclusions listed in **Section B. EXCLUSIONS.**

- c. The following **Additional Exclusions** also apply to this **Additional Coverage:**

We will not pay for "loss" or damage caused by or resulting from any of the following:

- (1) Mechanical breakdown or artificially generated electrical current including electrical arcing;
- (2) Faulty, inadequate, or defective construction or error in design;
- (3) Short circuit, or other electrical disturbance other than lightning;
- (4) Damage caused by actual work upon the property whether in your care, custody or control or in the care, custody or control of others;
- (5) Electrical or magnetic injury that results in damage to the covered electronic equipment or erasure of electronic records;
- (6) The following causes of "loss" to personal property:
 - (a) dampness or dryness of atmosphere
 - (b) changes in extremes of temperature; or
 - (c) marring or scratching;
- (7) Rain, snow, ice or sleet to covered property in the open;
- (8) Earth Movement
 - (a) Any earth movement (other than "sinkhole collapse"), such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting. But if earth movement results in fire or explosion, we will pay for the "loss" or damage caused by that fire or explosion.
 - (b) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion, results in fire, building glass breakage, or volcanic action, we will pay for the "loss" or damage caused by that fire, building glass breakage, or volcanic action. Volcanic action means direct "loss" or damage resulting from the eruption of a volcano when the "loss" or damage is caused by:
 - (i) Airborne volcanic blast or airborne shock waves;
 - (ii) Ash, dust or particulate matter; or
 - (iii) Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence. Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical "loss" or damage to Covered Property. This exclusion does not apply to property in transit; or

- (9) Water
 - (a) "Flood";
 - (b) Water under the ground surface pressing on, or flowing or seeping through
 - (i) Foundations, walls, floors, or paved surfaces;
 - (ii) Basements, whether paved or not; or

(iii) Doors, windows, or other openings.

But we will pay for direct "loss" or damage caused by ensuing fire, explosion or theft if these causes of "loss" would be covered under this Coverage Form.

B. EXCLUSIONS

1. We will not pay for "loss" or damage caused directly or indirectly by any of the following. Such "loss" or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss" or damage.

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for "loss" or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Form.

b. Nuclear Hazard

(1) Nuclear reaction or radiation, or radioactive contamination, however caused.

(2) But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the direct "loss" or damage caused by that fire.

c. War And Military Action

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

Exclusions **B.1.a.** through **B.1.c.** apply whether or not the "loss" event results in widespread damage or affects a substantial area.

d. Calendar Date Recognition

The failure, malfunction, inability or inadequacy of any Covered Property (including hardware, software, or any program) to correctly recognize, process, distinguish, interpret or accept one or more dates or times.

2. We will not pay for a "loss" or damage caused by or resulting from any of the following:

a. Delay, loss of use, loss of market or any other consequential loss.

b. Any willful act intended to cause loss or damage committed by you or anyone else at your direction.

c. Dishonest or criminal acts committed by you or anyone else to whom the property is entrusted for any purpose.

d. Unexplained disappearance.

e. Wear and tear, gradual deterioration, depreciation, any quality in the property that causes it to damage or destroy itself, hidden or latent defect.

f. Theft from any unattended vehicle unless at the time of theft its windows, doors, and compartments were closed and locked and there are visible signs that the theft was the result of forced entry. But this exclusion does not apply to property in the custody of a carrier for hire.

C. LIMITS OF INSURANCE

The most we will pay for "loss" or damage in any one occurrence is the applicable Limit of Insurance shown in the Certificate Coverage Form Declarations unless the "loss" or damage is limited in section **A.3. PROPERTY SUBJECT TO LIMITATION** or **A.5. OPTIONAL ADDITIONAL COVERAGE**.

D. DEDUCTIBLE

We will not pay for "loss" or damage in any one occurrence until the amount of the adjusted "loss" or damage exceeds the Deductible shown in the Certificate Coverage Form Declarations. We will then pay the amount of the adjusted "loss" or damage in excess of the Deductible, up to the applicable Limit of Insurance.

If you have XTool® Computer Tracker or zTrace™ Gold software on your laptop or desktop computer, we will waive the deductible in the event it is stolen.

If you have secured your laptop with a computer cable lock which is cut in the commission of a theft, we will reduce your deductible on the stolen laptop to \$25.

E. GENERAL CONDITIONS

1. COVERAGE TERRITORY

We will cover property wherever located worldwide.

2. VALUATION

We will determine the value of lost or damaged property at Replacement Cost.

Replacement Cost means the cost to replace with new property of comparable material and quality and used for the same purpose without deduction for depreciation. We will not pay more for "loss" or damage on a Replacement Cost basis than the least of:

- a. The applicable Limit of Insurance;
- b. The cost to replace the lost or damaged property with other property of comparable material and quality, and used for the same purpose; or
- c. The amount you actually spend that is necessary to repair or replace the lost or damaged property.

In the event of "loss" and or damage, the value of property will be determined as of the time of "loss" or damage.

3. CANCELLATION & PERIOD OF COVERAGE

a. CANCELLATION

(1) You may cancel the policy for a full refund, nullifying and voiding coverage from inception, by notifying us in writing within sixty days from the inception date of the policy. If you request cancellation of this policy after the policy has been in effect for more than sixty days, there will be no return premium.

(2) We may cancel this policy only for the reasons stated in this condition by notifying you in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown on the Certificate Coverage Form Declaration. Proof of mailing shall be sufficient proof of notice.

(a) When this policy has been in effect for less than 60 days, we may cancel provided we mail you written notice at least:

- (i) 15 days before the effective date of the cancellation if we cancel for non-payment.
- (ii) 30 days before the effective date of the cancellation if we cancel for any other reason.

(b) If this policy has been in effect for more than 60 days, we may cancel only for one of the following reasons, provided we mail you written notice at least:

- (i) 15 days before the effective date of the cancellation if we cancel for non-payment.
- (ii) 30 days before the effective date of the cancellation if we cancel for any of the following reasons:

(a) Conviction of a crime arising out of acts increasing the hazard insured against;

(b) Fraud or material misrepresentation in obtaining the policy or in the presentation of a claim;

(c) After the issuance of the policy, discovery of an act or omission, or violation of any policy condition that substantially and materially increases the hazard insured against and that occurred subsequent to inception of the current policy period;

(d) Material physical change in the property insured occurring after policy issuance that results in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards at the time the policy was issued; or material change in the nature or extent of the risk, occurring after policy issuance, that causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued.

(c) When we cancel this policy, the premium for the period from the date of cancellation to the expiration date will be refunded.

b. PERIOD OF COVERAGE. The Certificate Coverage form is only in effect for the period which concurs with the school year for which you are currently enrolled, as stated on the Certificate Coverage Form Declarations. If coverage for any subsequent school year is desired it must be done solely at your discretion by completing and submitting for approval the Personal Property Insurance Coverage Request application for that upcoming school year and paying the required premium.

4. IMPAIRMENT OF RECOVERY RIGHTS. If by any act or agreement after loss or damage you impair our right to recover from others liable for the loss or damage, we will not pay you for that loss or damage.

5. ABANDONMENT. There can be no abandonment of any property to us.

6. APPRAISAL. If we and you disagree on the value of the property or the amount of "loss", either may make written demand for an appraisal of the "loss". In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

7. YOUR DUTIES IN THE EVENT OF LOSS

You must see that the following are done in the event of "loss" to Covered Property:

- a. Notify the police if a law may have been broken.
- b. Give us prompt notice of the "loss". Include a description of the property involved.
- c. As soon as possible, give us a description of how, when and where the "loss" occurred.
- d. Take all reasonable steps to protect the Covered Property from further damage and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent "loss" resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- e. Make no statement that will assume any obligation or admit any liability, for any "loss" for which we may be liable without our written consent.
- f. Permit us to inspect the property and records proving "loss".
- g. If requested, permit us to question you under oath, at such times as may be reasonably required, about any matter relating to this insurance or your claim. In such event, your answers must be signed.
- h. Send us a signed, sworn statement of "loss" containing the information we request to settle the claim. You must do so within 60 days after our request. We will supply you with the necessary forms.
- i. Promptly send us any legal papers or notices received concerning the "loss".
- j. Cooperate with us in the investigation or settlement of the claim.

- 8. LOSS PAYMENT.** We will pay or make good any “loss” covered under this policy within 30 days after we reach an agreement with you or entry of a final judgment or the filing of an appraisal award with us. We will not be liable for any part of a “loss” that has been paid or made good by others.
- 9. LOSS TO A PAIR, SET OR PARTS**
- a. Pair or Set.** In the case of “loss” to any part of a pair or set, we may:
- (1) Repair or replace any part to restore the pair or set to its value before the “loss”; or
 - (2) Pay the difference between the value of the pair or set before and after the “loss”.
- b. Parts.** In the case of “loss” to any part of Covered Property, consisting of several parts when complete, we will only pay for the value of the lost or damaged part.
- 10. RECOVERIES.** Any recovery or salvage on a “loss” will accrue entirely to our benefit until the sum paid by us has been made up.
- 11. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US.** If any person or organization to or from whom we make payment under this insurance has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person must do everything necessary to secure our rights and must do nothing after “loss” to impair them. We agree that we will not pursue recovery against the Named Insured shown in the declarations of the Master Policy of which this certificate is a part.
- 12. CONCEALMENT, MISREPRESENTATION OR FRAUD.** This coverage is void in any case of fraud, intentional concealment, or misrepresentation of a material fact, by you, at anytime concerning the Certificate Coverage Form, the Covered Property, your interest in the Covered Property, or a claim under this policy.
- 13. SUIT AGAINST US.** No one may bring a legal action against us under this Certificate unless there has been full compliance with all the terms of the Certificate and the action is brought within 2 years after you first have knowledge of the “loss”.
- 14. NO BENEFIT TO BAILEE.** No person or organization, other than you, having custody of Covered Property, will benefit from this insurance.
- 15. POLICY PERIOD.** We cover “loss” commencing during the policy period shown in the Certificate Coverage Form Declarations.
- 16. CHANGES.** No changes in this policy may be made except by us in writing.
- 17. CONFORMITY TO STATE LAW.** When any policy provision is in conflict with the applicable law of the State in which this policy is issued, the law of that State will apply.

F. DEFINITIONS

- 1. “Falling Objects”** means an object that strikes the Covered Property while it is outside a building. It does not include objects that may strike the Covered Property while it is contained in a building unless the roof or an outside wall of the building is first damaged by the object. Damage to the object that falls is not covered.
- 2. “Flood”** means:
- a.** Flood, surface water, waves, tides, tidal waves, overflow of any body of water or their spray, all whether driven by wind or not;
 - b.** Mudslide or mud flow; and

c. Water that backs up from a sewer, drain or sump.

3. "**Loss**" means accidental loss or damage.

4. "**Sinkhole Collapse**" means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This does not include the cost of filling sinkholes, or sinking or collapse of land into man made underground cavities.