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**ORIGINAL**

IN THE COURT OF COMMON PLEAS

HAMILTON COUNTY, OHIO

JEFFREY DECKER  
P.O. Box 43550  
Cincinnati, Ohio 45243

CASE NO.: A 15 0 0 1 3 0  
(Judge \_\_\_\_\_)

and

MARIA DECKER  
P.O. Box 43550  
Cincinnati, Ohio 45243

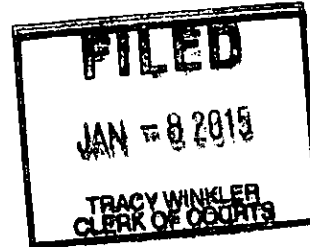


Plaintiffs,

**COMPLAINT AND JURY  
DEMAND**

v.

CHUBB NATIONAL INSURANCE CO.  
15 Mountain View Road  
Warren, New Jersey 07059



Please Serve:  
CT Corporation System  
150 West Market Street  
Suite 800  
Indianapolis, Indiana 46204

and

CHUBB & SON INC., a Division of  
Federal Insurance Company  
15 Mountain View Road  
Warren, New Jersey 07059

Please Serve:  
CT Corporation System  
1300 East Ninth Street  
Cleveland, Ohio 44114

Defendants.

Now come plaintiffs, Jeffrey Decker and Maria Decker, by and through counsel, and for their cause of action, state as follows:

1. At all times relevant herein, plaintiffs, Jeffrey Decker and Maria Decker, are husband and wife and own the real property located at 9645 Cunningham Road, Cincinnati, Hamilton County, Ohio 45243, where they reside and/or formerly resided prior to the fire damages at issue in this matter.

2. At all time relevant herein, Chubb National Insurance Company ("Chubb National") is a company, corporation or other business entity, licensed to do business in the State of Ohio, with a principal place of business located at 15 Mountain View Road, Warren, New Jersey 07059, and is engaged in the business of, among other things, providing insurance, including, but not limited to, home and contents, auto and other insurance coverage to the general public, including plaintiffs, Jeffrey Decker and Maria Decker.

3. At all time relevant herein, Chubb & Son Inc. ("Chubb & Son") is a company, corporation or other business entity, licensed to do business in the State of Ohio, with a principal place of business located at 15 Mountain View Road, Warren, New Jersey 07059, and is engaged in the business of, among other things, providing property and casualty insurance underwriting management services, including, but not limited to, claims and/or investigation services on behalf of defendant, Chubb National.

4. Plaintiffs, Jeffrey Decker and Maria Decker, maintained a policy of insurance underwritten by Defendant, Chubb National, specifically Policy No. 13127867-05, for the periods February 2, 2013 through February 2, 2014, a copy of said policy is attached hereto as Exhibit "A".

5. Said policy of insurance provided that Chubb National would insure plaintiffs' residence from included damages in return for plaintiffs' payment of premiums.

6. Further, said policy of insurance provided that Chubb National would insure personal property contents from included damages in return for plaintiffs' payment of premiums.

7. Further, said policy of insurance provided that Chubb National would insure covered automobiles from included damages in return for plaintiffs' payment of premiums.

8. During the aforementioned period, plaintiffs owned, maintained and resided in the residential property located at 9645 Cunningham Road, Cincinnati, Hamilton County, Ohio 45243.

9. The residential property located at 9645 Cunningham Road, Cincinnati, Hamilton County, Ohio 45243 was covered property under Chubb National's Policy No. 13127867-05.

10. The personal property contents were further covered by the aforementioned policy of insurance underwritten by Chubb National's Policy No. 13127867-05.

11. The covered automobiles were further covered by the aforementioned policy of insurance underwritten by Chubb National's Policy No. 13127867-05.

12. On or about January 10, 2014, a fire caused significant, if not total, damage to the structure, personal property and automobiles of the residential property located at 9645 Cunningham Road, Cincinnati, Hamilton County, Ohio 45243.

13. Said fire and resultant damages was an occurrence covered by plaintiffs' policy of insurance underwritten by Chubb National.

14. Plaintiffs, Jeffrey Decker and Maria Decker, ("Deckers"), properly made a timely claim for coverage under the aforementioned policy, provided all necessary documentation to Chubb National and/or Chubb & Son, and exhausted all administrative procedures and/or otherwise performed all their obligations pursuant to said policy.

### COUNT ONE

15. Plaintiffs refer to and incorporate the preceding allegations as if fully rewritten herein.

16. Defendant, Chubb National, has failed to honor plaintiffs' proper and timely claims under Policy No. 13127867-05 and has done so without reasonable justification.

17. The failure of defendant, Chubb National, to honor plaintiffs' claims under Policy No. 13127867-05 constitutes a breach of the aforementioned insurance contract.

18. Plaintiffs, Deckers, have demanded a full and final settlement of all claims in accordance with the terms of the insurance contract under Policy No. 13127867-05.

19. Pursuant to Ohio Civil Rule 57 and Ohio Revised Code Sections §2721.01 through §2721.15, plaintiffs, Deckers, seek a declaration by this court that they are entitled to full coverage under Policy No. 13127867-05 from defendant, Chubb National, as a direct and proximate result of the aforementioned fire, including, but not limited to, all applicable and appropriate payments, benefits, interest, costs and other such relief to which they are entitled herein.

## COUNT TWO

20. Plaintiffs refer to and incorporate the preceding allegations as if fully rewritten herein.

21. At all times relevant herein, plaintiffs, Deckers, were insured under a valid contract of insurance with defendant, Chubb National, and, in good faith, were in compliance with the provisions of said insurance policy, including payment of premiums, timely notice of the claims, providing all necessary and requested documentation and otherwise performing all their obligations pursuant to said policy.

22. At all times relevant herein, defendant, Chubb National, knew or should have known that the language of the policy of insurance provided coverage for plaintiffs, Deckers, relative to the fire damage.

23. Plaintiffs, Deckers, have demanded a full and final settlement of all claims in accordance with the terms of the insurance contract under Policy No. 13127867-05.

24. The failure of defendant, Chubb National, to honor plaintiffs' claims under Policy No. 13127867-05 constitutes a breach of the aforementioned insurance contract.

25. As a direct and proximate result of defendant, Chubb National's, breach of the insurance contract, plaintiffs, Deckers, have sustained damages, including, but not limited to, financial loss of the policy payments, benefits, interest, costs, legal fees and other miscellaneous and sundry costs and expenses.

## COUNT THREE

26. Plaintiffs refer to and incorporate the preceding allegations as if fully rewritten herein.

27. Defendant, Chubb National, and/or defendant, Chubb & Son, ("Chubb Defendants") intentionally, willfully, wantonly, and/or maliciously failed to act in good faith toward plaintiffs, Deckers, by, among other things, failing to honor the aforementioned contractual claims in accordance with the terms and conditions of the insurance contract under Policy. No. 13127867-05, thereby exposing plaintiffs, Deckers, to loss as a policy insured without reasonable justification.

28. As a direct and proximate result of Chubb Defendants' failure and/or refusal to act in good faith, plaintiffs, Deckers, have sustained damages, including, but not limited to, financial loss of the policy payments, benefits, interest, costs, legal fees and other miscellaneous and sundry costs and expenses.

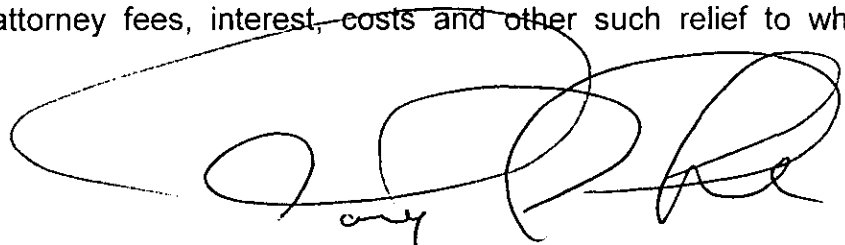
29. As a further and direct and proximate result of Chubb Defendants' failure and/or refusal to act in good faith, plaintiffs, Deckers, have sustained damages, including, but not limited to, forcible trespassing at the property located at 9645 Cummingham Road, Cincinnati, Hamilton County, Ohio 45243 and expenses related to securing the property.

#### **COUNT FOUR**

30. Plaintiffs refer to and incorporate the preceding allegations as if fully rewritten herein.

31. Chubb Defendants' acts and/or omissions, by and through its' agents, servants and/or employees, were willful, wanton, malicious and/or in bad faith and/or with actual malice, fraud or insult and entitle plaintiffs, Deckers, to punitive damages, including legal fees and expenses.

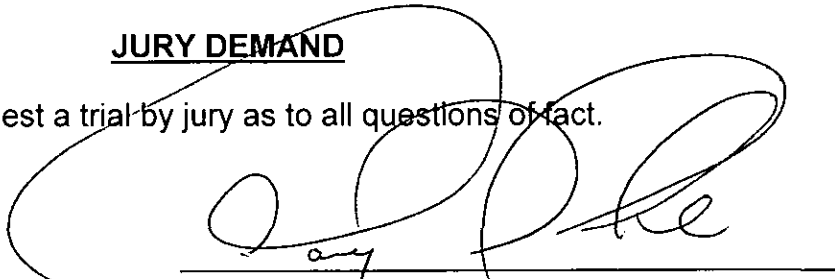
WHEREFORE, Jeffrey Decker and Maria Decker demand judgment against defendants, Chubb National Insurance Company and/or Chubb & Son Inc., jointly and severally, in an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), plus interests and costs; and, alternatively, pursuant to Civil Rule 54(C) of the Ohio Rules of Civil Procedure, plaintiffs, Jeffrey Decker and Maria Decker, demand judgment against defendant, Chubb National Insurance Company for Declaratory Judgment that plaintiffs are entitled to full coverage under Policy No. 13127867-05, plus all applicable and appropriate benefits, interest, costs, legal fees and other relief to which they are entitled; and plaintiffs, Jeffrey Decker and Maria Decker demand Judgment against defendant, Chubb National Insurance Company under Count Two of the Complaint in the amount of Fourteen Million, Nine Hundred Seventy Five Thousand, Four Hundred Nine Dollars (\$14,975,409.00), and further demand judgment against defendants, Chubb National Insurance Company and/or Chubb & Son Inc., jointly and severally, under Counts Three and Four of the Complaint in the amount of Forty Four Million, Nine Hundred Twenty Six Thousand, Two Hundred Twenty Seven Dollars (\$44,926,227.00), plus attorney fees, interest, costs and other such relief to which plaintiffs are entitled.



Gary F. Franke (#0029793)  
William M. Bristol (#0074005)  
GARY F. FRANKE CO., L.P.A.  
*Attorneys for Plaintiffs*  
120 East 4<sup>th</sup> Street - Suite 1040  
Cincinnati, Ohio 45202  
(513) 564-9222  
Fax: (513) 564-9990

**JURY DEMAND**

Plaintiffs hereby request a trial by jury as to all questions of fact.



\_\_\_\_\_  
Gary F. Franke  
Attorney at Law



# CHUBB GROUP OF INSURANCE COMPANIES

202 Hall's Mill Road, Whitehouse Station, New Jersey 08889-1600

March 12, 2014

Attn: Nicole Hanson

Policy: 13127867-05

Insured: Decker

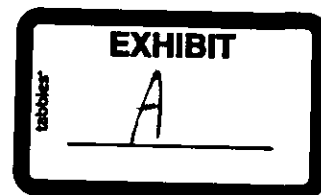
Writing Co: Chubb National

I certify that the above mentioned, enclosed policy is a true and accurate copy.

Yours truly,  
Chubb & Son  
A Division of Federal Insurance Company

A handwritten signature in black ink, appearing to read "Thomas von Spreckelsen".

Thomas von Spreckelsen  
CPI Customer Service Center





**Name and address of Insured**

JEFFREY AND MARIA DECKER  
9645 CUNNINGHAM ROAD  
CINCINNATI, OH 45243

**Effective Date** 2/2/13

**Policy no.** 13127867-05

**Issued by** Chubb National Insurance Company  
a stock insurance company  
incorporated in Indiana

**Policy period** 2/2/13 to 2/2/14

**If you have any questions, please contact**  
MARKETSOURCE AGENCY NETWORK, LLC  
2500 CORP EXCHANGE #135  
COLUMBUS, OH 43231  
614-942-1460

To Our Valued Customer:

On behalf of your insurance agent, we'd like to take a moment to thank you for your business. We appreciate the opportunity to serve you and are constantly striving to meet all of your personal vehicle insurance needs. With that in mind, we have created the enclosed folder(s) entitled, **On-the-Scene Accident Reporting Kit**.

The **On-the-Scene Accident Reporting Kit** was designed to help you by housing all important vehicle information, including the enclosed Vehicle Identification Card(s), in one convenient location. Also enclosed is an **On-the-Scene Accident Report Form**, complete with action steps to take in the event of an accident or loss. While we hope you never experience an accident, we want you to be prepared in the event you do.

A separate **On-the-Scene Accident Reporting Kit** has been enclosed for each vehicle insured with us. If you need additional copies or have any questions, please call your agent or broker at the telephone number listed above.

Again, we appreciate the opportunity to provide your insurance needs and look forward to continuing our insurance relationship.

Chubb & Son, a division of Federal Insurance Company  
Chubb Personal Insurance

Attachment: 004

**Financial Strength and Exceptional Claim Service**

www.chubb.com/personal email: customercare@chubb.com

Chubb Group of Insurance Companies ("Chubb") is the marketing name used to refer to the insurance subsidiaries of The Chubb Corporation. Chubb Personal Insurance ("CPI") is the personal lines property and casualty strategic business unit of Chubb & Son, a division of Federal Insurance Company, as manager and/or agent for the insurers of Chubb Group of Insurance Companies.

Actual coverage is subject to the language of the policy. Coverage(s) may not be available in all jurisdictions.  
Chubb Personal Insurance, P.O. Box 1600, Whitehouse Station, NJ 08889-1600

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Auto · Home · Jewelry · Art · Antiques · Liability · Yacht · Collector Car

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**Name and address of Insured**

JEFFREY AND MARIA DECKER  
9645 CUNNINGHAM ROAD  
CINCINNATI, OH 45243

**Effective Date** 2/2/13

**Policy no.** 13127867-05

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COLUMBUS, OH 43231  
614-942-1460

Uninsured/underinsured motorists protection (UM/UIM) provides coverage for your bodily injury caused by owners or operators of uninsured or underinsured motor vehicles. For the purpose of this coverage, an uninsured motor vehicle includes a vehicle that has no bodily injury bond or policy applying at the time of the accident and an underinsured motor vehicle includes a vehicle that has a bodily injury bond or policy applying at the time of the accident, but the amount available under that bond or policy for a covered person is less than the sum of the amount of uninsured/underinsured motorists protection shown in your Coverage Summary. Please refer to your *Masterpiece*® policy for a complete explanation of your coverage.

There are several options of uninsured/underinsured motorists protection available to you. They range from rejecting the coverage entirely to purchasing coverage in various amounts. Selecting a lower amount of uninsured/underinsured motorists protection will reduce your premium.

Before you select limits on this policy, be sure your choice complies with the uninsured/underinsured motorists protection limit requirements of any personal excess liability policy that you might have. You should review your personal excess liability policy or call your agent or broker for your policy requirements.

Please indicate below which option of uninsured/underinsured motorists protection you would like on your policy, sign and return this completed form to us. If you have any questions or need additional information, please call your agent or broker.

**CHECK ONLY ONE OF THE FOLLOWING:**

- I reject uninsured/underinsured motorists protection entirely.
- My amount of liability coverage is \$500,000; my amount of uninsured/underinsured motorists protection is \$500,000. I elect to make no changes to my uninsured/underinsured motorists protection amount of coverage.
- My amount of liability coverage is \$500,000. I elect the following amount of uninsured/underinsured motorists protection; I understand that the amount of uninsured/underinsured motorists protection I elect must be equal to or less than my \$500,000 liability coverage.
- |                                     |                                      |
|-------------------------------------|--------------------------------------|
| <input type="checkbox"/> \$ 25,000  | <input type="checkbox"/> \$ 300,000  |
| <input type="checkbox"/> \$ 50,000  | <input type="checkbox"/> \$ 500,000  |
| <input type="checkbox"/> \$ 100,000 | <input type="checkbox"/> \$1,000,000 |
| <input type="checkbox"/> \$ 200,000 | <input type="checkbox"/> \$ _____    |

**If you have rejected uninsured/underinsured motorists protection and this completed and signed form is not returned to us within 30 days, uninsured/underinsured motorists protection will be added to your policy equal to your bodily injury liability limit, or \$1,000,000, whichever is less.**

\_\_\_\_\_  
(Signature of any individual named in the  
Coverage Summary)

\_\_\_\_\_  
(Date)

(Note: The signature of any individual named in the Coverage Summary affirms that the elections made on this form apply to all individuals named in the Coverage Summary, and any other person or entity covered under the policy indicated at the top of this form.)



**Name and address of Insured**

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9645 CUNNINGHAM ROAD  
CINCINNATI, OH 45243

**Effective Date** 2/2/13

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To Our Valued Customer:

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Chubb & Son, a division of Federal Insurance Company  
Chubb Personal Insurance

Attachment: 004

**Financial Strength and Exceptional Claim Service**

[www.chubb.com/personal](http://www.chubb.com/personal) email: [customer@chubb.com](mailto:customer@chubb.com)

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Actual coverage is subject to the language of the policy. Coverage(s) may not be available in all jurisdictions.  
Chubb Personal Insurance, P.O. Box 1600, Whitehouse Station, NJ 08889-1600

**Auto · Home · Jewelry · Art · Antiques · Liability · Yacht · Collector Car**

# Masterpiece®



**Name and address of Insured**

JEFFREY AND MARIA DECKER  
9645 CUNNINGHAM ROAD  
CINCINNATI, OH 45243

**Effective Date** 2/2/13

**Policy no.** 13127867-05

**Issued by** Chubb National Insurance Company  
a stock insurance company  
incorporated in Indiana

**Policy period** 2/2/13 to 2/2/14

**If you have any questions, please contact**  
MARKETSOURCE AGENCY NETWORK, LLC  
2500 CORP EXCHANGE #135  
COLUMBUS, OH 43231  
614-942-1460

**To Our Valued Customer:**

Chubb understands what you expect when it comes to insurance - coverage that suits your lifestyle, a policy that gives you choices and no hassles if you have to report a claim. In fact, when it comes to insuring your property and possessions, we offer coverage and service beyond your expectations.

As part of our service commitment, we are proud to offer our web site, [www.chubb.com/personal](http://www.chubb.com/personal), that allows you to pay your bills online, while giving you secure online access to your policy, bill and claim information.\*

To take advantage of our online services, you will first need to establish an account and register your policies online. Please have a copy of your current policy or billing statement handy to complete the easy two step process.

Simply go to [www.chubb.com/personal](http://www.chubb.com/personal) and select the "Register Now" link to get started.

Once your policies are registered, you can access your policy, bill and claim information each time you visit the site simply by logging in with your user ID and password. Chubb utilizes security and encryption technology to ensure the privacy of your online information.

Chubb also offers ePolicy™ from Chubb, a fast and convenient way to receive your Chubb policy via email. ePolicy not only saves you time and space; it also ensures that you are doing your part in preserving the environment.

Look for "Enroll in ePolicy" on [www.chubb.com/personal](http://www.chubb.com/personal) or select the eService link. All you need is your policy number(s) and effective date(s) - no user id or password is required for ePolicy.

If you need assistance with our web site, please contact Chubb's Customer Care Team toll-free at 1-866-324-8222 during normal business hours, Monday through Friday. If you have questions or concerns about your coverage, your agent or broker is your best source of advice and guidance.

Thank you for insuring through Chubb.

Customer Care Team  
Chubb Personal Insurance  
1-866-324-8222 (1-866-eChubb2)

\*Availability of policy, bill, and claims information is subject to certain system limitations. Not all information is available for all states.

Chubb refers to the insurers of the Chubb Group of Insurance Companies.

This part of your Masterpiece Policy explains the conditions that apply to your policy.

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## General Conditions

These conditions apply to your policy in general, and to each coverage in it.

### Policy period

The effective dates of your policy are shown in the Coverage Summary. Those dates begin at 12:01 a.m. standard time at the mailing address shown. Each renewal period shall be for a similar term.

All coverages on this policy apply only to occurrences that take place while this policy is in effect.

### Renewals

We or our agent may offer to renew this policy, at the premiums and under the policy provisions in effect at the date of renewal. We can do this by mailing you a bill for the premium to the address shown in the Coverage Summary, along with any changes in the policy provisions or amounts of coverage. If you do not accept our offer, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal premium when due shall mean that you have not accepted our offer.

### Transfer of rights

If we make a payment under this policy, we will assume any recovery rights a covered person has in connection with that loss, to the extent we have paid for the loss.

All of your rights of recovery will become our rights to the extent of any payment we make under this policy. A covered person will do everything necessary to secure such rights; and do nothing after a loss to prejudice such rights. However, you may waive any rights of recovery from another person or organization for a covered loss in writing before the loss occurs.

### Concealment or fraud

We do not provide coverage if you or any covered person has intentionally concealed or misrepresented any material fact relating to this policy before or after a loss.

### Application of coverage

Coverage applies separately to each covered person. However, this provision does not increase the amount of coverage for any one occurrence.

### Duplicate coverages

If a loss is covered under more than one part of this policy, we will pay you under the part giving you the most coverage, but not under more than one part. However, when both Valuable Articles Coverage and contents coverage are shown in the Coverage Summary, and a loss is covered under both parts, your amount of coverage will equal the combined total of both contents and Valuable Articles Coverage subject to the Contents Special limits and policy provisions. In no event will we make duplicate payments.

### Assignment

You cannot transfer your interest in this policy to anyone else unless we agree in writing to the transfer.

# Policy Terms

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## General Conditions

(continued)

### Policy changes

This policy can be changed only by a written amendment we issue.

### Vehicle premium

If you have vehicle coverage, the premium for the vehicle coverage is based on information we have received from you, your agent, or other sources. If the information is incorrect or incomplete, or changes during the policy period, you must inform us or your agent of any changes as soon as possible regarding:

- your vehicle, including its use;
- the covered persons who regularly use your vehicle, including newly licensed family members; or
- the location where your vehicle is principally garaged.

We may decrease or increase your premium during the policy period based on the corrected, completed, or changed information and we reserve our rights to cancel or to decline to renew.

### Bankruptcy or Insolvency

We will meet all our obligations under this policy regardless of whether you, your estate, or anyone else or his or her estate becomes bankrupt or insolvent.

### In case of death

In the event of your death, we cover your legal representative or any person having proper temporary custody of your property until a legal representative is appointed and qualified, but only with respect to your premises and other property covered under the policy at the time of death. We will also cover any member of your household who is a covered person at the time of death.

### Liberalization

We may extend or broaden the coverage provided by this policy. If we do this during the policy period or within 60 days before it begins, without increasing the premium, then the extended or broadened coverage will apply to occurrences after the effective date of the extended or broadened coverage.

### Conforming to state law

If any provision of this policy conflicts with the laws of the state you live in, this policy is amended to conform to those laws.

### Conforming to trade sanction laws

This policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

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## Liability Conditions

These conditions apply to all liability coverages in this policy.

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## Liability Conditions

(continued)

### Other insurance

**Vehicles:** When other liability insurance applies to covered damages, we will pay our share. Our share is the proportion that the amount of coverage under this policy bears to the total of all applicable amounts of coverage. However, for non-owned motorized land vehicles, this insurance is excess over any other insurance, except that written specifically to cover excess over the amount of coverage in this policy.

**Personal and Excess:** This insurance is excess over any other insurance except that written specifically to cover excess over the amount of coverage that applies in this policy.

**Additional liability protection.** If you have Masterpiece Personal Liability Coverage or Masterpiece Vehicle Liability Coverage, you are eligible to apply for excess liability protection. The additional protection covers your house, vehicle(s) and other personal exposures under our Masterpiece Excess Liability Coverage. Acceptance is subject to our approval.

When you no longer have at least one of either Masterpiece Personal Liability Coverage or Masterpiece Vehicle Liability Coverage, your eligibility for Masterpiece Excess Liability Coverage will cease as of the cancellation or nonrenewal date. If Masterpiece Excess Liability Coverage has been provided, it will be cancelled or nonrenewed at the earliest date allowed by law and an appropriate notice of cancellation or nonrenewal will be issued.

### Your duties after a loss

In case of an accident or occurrence, the covered person shall perform the following duties that apply:

**Notification.** You must notify us or your agent as soon as possible.

**Assistance.** You must provide us with all available information. This includes any suit papers or other documents which help us in the event that we defend you.

**Cooperation.** You must cooperate with us fully in any legal defense. This may include any association by us with the covered person in defense of a claim reasonably likely to involve us.

**Examination.** A person making a claim under any liability or vehicle coverages in this policy must:

- submit as often as we reasonably require;
  - to physical exams by physicians we select, which we will pay for; and
  - to examination under oath and subscribe the same; and
- authorize us to obtain;
  - medical reports; and
  - other pertinent records.

### Appeals

If a covered person, or any primary insurer, does not appeal a judgement for covered damages, we may choose to do so. We will then become responsible for all expenses, taxable costs, and interest arising out of the appeal. However, the amount of coverage for damages will not be increased.

# Policy Terms

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## Property Conditions

These conditions apply to all coverages for damage to property and all coverages for damage to vehicles in this policy.

### Other insurance

When other property insurance applies to a covered loss, we will pay only the portion of the loss that the amount of coverage under this policy bears to the total amount of insurance covering the loss, except as follows:

**Lease gap coverage:** If Lease gap coverage applies to a covered loss, that coverage is excess over any other insurance.

**Condominiums and Cooperatives:** If there is other insurance in the name of the condominium or cooperative association covering the same property covered by us, our coverage shall be in excess of the other insurance.

### Your duties after a loss

If you have a loss this policy may cover, you must perform these duties:

**Notification.** You must immediately notify us or your agent of your loss. In case of theft or accident, you must also notify the police or similar competent authority.

**Protect property.** You must take all reasonable means that are necessary to protect property from further loss or damage.

**Prepare an inventory.** You must prepare an inventory of damaged personal property, describing the property in full. It should show in detail the amount insured under this policy and actual amount of the loss. Attach bills, receipts, and other documents to support your inventory.

**Display property.** You must show us the damaged property when we ask.

**Proof of loss.** You must submit to us, within 60 days after we request, your signed, sworn proof of loss providing all information and documentation we request such as the cause of loss, inventories, receipts, repair estimates and other similar records.

**Examination under oath.** We have the right to examine separately under oath as often as we may reasonably require you, family members and any other members of your household and have them subscribe the same. We may also ask you to give us a signed description of the circumstances surrounding a loss and your interest in it, and to produce all records and documents we request and permit us to make copies.

### Insurable interest

We will not pay for any loss to property in which you or a family member does not have an insurable interest at the time of the loss.

If more than one person has an insurable interest in covered property, we will not pay for an amount greater than your interest, up to the amount of coverage that applies.

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## **Property Conditions**

(continued)

### **Abandoning property**

You cannot abandon any property to us unless we agree to accept it, or to a third party unless we agree.

### **Carrier and bailees**

We will not make any payments under this policy to the benefit of any carrier or other bailee of damaged or lost property.

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## **Special Conditions**

In the event of conflict with any other conditions of your policy, these conditions supersede.

### **Legal action against us**

You agree not to bring legal action against us unless you have first complied with all conditions of this policy. For property, you also agree to bring any action against us within one year after a loss occurs, but not until 30 days after proof of loss has been submitted to us and the amount of loss has been determined. For uninsured/underinsured motorists protection, you agree to bring any action against us within two years after a loss occurs, but not until 30 days after proof of loss has been submitted to us and the amount of loss has been determined.

For liability, you agree not to bring any action against us until the amount of damages you are legally obligated to pay has been finally determined after an actual trial or appeal, if any, or by a written agreement between you, us and the claimant. No person or organization has any right under this policy to bring us into any action to determine the liability of a covered person.

### **Appraisals**

If you or we fail to agree on the amount of loss, you or we may demand an appraisal of the loss. Each party will select an appraiser within 20 days after receiving written request from the other. The two appraisers will select a third appraiser. If they cannot agree on a third appraiser within 15 days, you or we may request that the selection be made by a judge of a court having jurisdiction. Written agreement signed by any two of the three appraisers shall set the amount of the loss. However, the maximum amount we will pay for a loss is the applicable amount of coverage even if the amount of the loss is determined to be greater by appraisal. Each appraiser will be paid by the party selecting the appraiser. Other expenses of the appraisal and the compensation of the third appraiser shall be shared equally by you and us. We do not waive our rights under this policy by agreeing to an appraisal.

### **Mortgagee or loss payee**

If a mortgagee or loss payee is named in this policy, any loss payable will be paid to the mortgagee or loss payee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgagees. We cover the interests of the loss payee unless the loss results from fraudulent acts or omissions on your part.

## **Policy Terms**

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### **Special Conditions**

(continued)

If we deny your claim, that denial will not apply to a valid claim of the mortgagee or loss payee, provided that the mortgagee or loss payee:

- notifies us of any change in ownership, occupancy, or substantial change in risk of which the mortgagee or loss payee is aware;
- pays any premium due under this policy on demand if you have neglected to pay the premium; and
- submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so.

Policy conditions relating to appraisals and legal action against us, apply to the mortgagee and loss payee. If the policy is cancelled or not renewed by us, the mortgagee or loss payee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.

If we pay the mortgagee or loss payee for any loss and deny payment to you, then:

- our rights are subrogated to all rights of the mortgagee or loss payee granted under the mortgage on the property; or
- at our option, we may pay to the mortgagee or loss payee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer from the mortgagee or loss payee and all securities held as collateral to the debt.

Subrogation will not impair the right of the mortgagee or loss payee to recover the full amount of the mortgagee's or loss payee's claim.

### **Nonrenewal**

If we decline to renew all or part of this policy, we will mail such nonrenewal to the mailing address shown in the Coverage Summary at least 30 days before the policy ends with any nonrenewal reasons required by law. We will obtain a certificate of mailing. A copy of the notice will also be sent to the last known mortgagee or lienholder named in this policy.

Our right not to renew applies to each coverage or limit in this policy.

### **Vehicle coverage only:**

We will renew coverage for successive policy periods to the extent needed to provide coverage throughout the two year period beginning on the date we first issue you a policy containing vehicle coverage, and ending on the date two years thereafter, unless one or more of the following conditions exist:

- this policy was obtained through material misrepresentation, fraudulent statements, omissions, or concealment of fact material to the acceptance of the risk or to the hazard assumed by us; or
- the place of residence of the insured, state of registration, or license of insured vehicle is changed to an area in which the insurer is not authorized to write automobile coverage; or
- you, or any family members driver's license has been suspended or revoked since the last anniversary of the original effective date.

If we do not renew for any of the above reasons, you will receive 30 days notice of our intention not to renew as provided in the first paragraph.

Our right not to renew applies to each coverage or limit in this policy.

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**Special Conditions**

(continued)

**Your cancellation**

You may cancel this policy or any part of it at any time by returning it to us or notifying us in writing of the future date that the cancellation is to take effect.

**Our cancellation**

We may cancel this policy or any part of it, subject to the following conditions. Our right to cancel applies to each coverage or limit in this policy.

**Within 90 days.** When vehicle coverage in this policy has been in effect for less than 90 days, we may cancel with 10 days notice for any reason.

**Within 60 days.** When any part of this policy other than vehicle coverage and home and contents coverage has been in effect for less than 60 days, we may cancel with 10 days notice for any reason. When home and contents coverage has been in effect for less than 60 days, we may cancel with 30 days notice for any reason.

**Nonpayment of premium.** We may cancel this policy or any part of it with 10 days notice if you fail to pay the premium by the due date, regardless of whether the premium is payable to us, or to our agent.

**Misrepresentation.** We may cancel this policy or any part of it with 30 days notice if the coverage was obtained through misrepresentation, fraudulent statements, or omissions or concealment of a fact that is relevant to the acceptance of the risk or to the hazard we assumed.

**Evidence of arson.** We may cancel this policy or any part of it, except vehicle coverage, with 10 days notice if evidence of arson exists.

**Increase in hazard.** We may cancel this policy or any part of it with 30 days notice if there has been a substantial change in the risk which increases the chance of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to rules, legislation or court decision.

**Other cancellation reasons.** We may cancel this policy or any part of it for any reason allowed by law.

**Vehicle coverage only:**

**Driver's license suspension.** We may cancel any vehicle coverage in this policy with 30 days notice if your driver's license or that of any other driver who lives with you, or customarily uses your car, has been suspended, revoked or expired during the policy period. However, this provision does not apply if you agree in writing to exclude the covered person, other than you or a principal driver, who has committed the offense.

**Valuable Articles coverage.** We may cancel Valuable Articles coverage with 30 days notice for any reason. If the reason for cancellation is nonpayment of premium, as described previously, only 10 days notice is required.

**Policy  
Terms**

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**Special Conditions**

(continued)

**Procedure**

To cancel this policy or any part of it, we must notify you in writing. This notice will be mailed to you at the mailing address shown in the Coverage Summary within the timeframes required by law with any cancellation reasons required by law. We will obtain a certificate of mailing. This notice will include the date the cancellation is to take effect.

**Refund**

In the event of cancellation by you or by us, we will refund any unearned premium on the effective date of cancellation, or as soon as possible afterwards. The unearned premium will be computed pro rata for the unexpired term for each part of the policy.

Signatures



In Witness Whereof, the company issuing this policy has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless also signed by a duly authorized representative of the company.

PACIFIC INDEMNITY COMPANY  
NORTHWESTERN PACIFIC INDEMNITY COMPANY  
CHUBB INDEMNITY INSURANCE COMPANY  
FEDERAL INSURANCE COMPANY  
VIGILANT INSURANCE COMPANY

President

Secretary

CHUBB INSURANCE COMPANY OF NEW JERSEY  
CHUBB NATIONAL INSURANCE COMPANY  
GREAT NORTHERN INSURANCE COMPANY

President

Secretary

08/01/11

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Ohio Signatures

7/14/11 14:38:30



You have the right to review and correct or amend information we have. If you want to know more about this and how information may be disclosed without your prior authorization, please write to:

Chubb Personal Insurance  
Attention: Policy Information  
202 Halls Mill Road  
P.O. Box 1600  
Whitehouse Station, New Jersey 08889-1600

Please include your policy number, policy period and the name and address of your agent or broker.

If you need to report a claim and have been unable to contact your agent, broker or local Chubb Office, you can call this telephone number for further assistance.

1-800-252-4670

### Fraud Warning

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

# Masterpiece®



**Name and address of Insured**  
JEFFREY AND MARIA DECKER  
9645 CUNNINGHAM ROAD  
CINCINNATI, OH 45243

**Effective Date** 2/2/13  
**Policy no.** 13127867-05  
**Issued by** Chubb National Insurance Company,  
a stock insurance company  
incorporated in Indiana  
**Policy period** 2/2/13 to 2/2/14

**If you have any questions, please contact**  
MARKETSOURCE AGENCY NETWORK, LLC  
2500 CORP EXCHANGE #135  
COLUMBUS, OH 43231  
614-942-1460

## IMPORTANT NOTICE

All of the members of the Chubb Group of Insurance companies doing business in the United States (hereinafter "Chubb") distribute their products through licensed insurance brokers and agents ("producers"). Detailed information regarding the types of compensation paid by Chubb to producers on US insurance transactions is available under the Producer Compensation link located at the bottom of the page at [www.chubb.com](http://www.chubb.com), or by calling 1-866-588-9478. Additional information may be available from your producer.

Thank you for choosing Chubb.

# Masterpiece®



**Name and address of Insured**

JEFFREY AND MARIA DECKER  
9645 CUNNINGHAM ROAD  
CINCINNATI, OH 45243

**Effective Date** 2/2/13

**Policy no.** 13127867-05

**Issued by** Chubb National Insurance Company  
a stock insurance company  
incorporated in Indiana

**Policy period** 2/2/13 to 2/2/14

**If you have any questions, please contact**  
MARKETSOURCE AGENCY NETWORK, LLC  
2500 CORP EXCHANGE #135  
COLUMBUS, OH 43231  
614-942-1460

### FAIR CREDIT NOTICE

This notice is being furnished to you pursuant to the Fair Credit Reporting Act. We have received information which may have caused us to increase your premium. This decision was based in whole or in part on information provided in your consumer report. Your consumer report was either a Motor Vehicle Report (MVR), a Comprehensive Loss Underwriting Exchange (CLUE) report, or an Additional Driver Discovery Report (ADD).

LexisNexis prepared this report. However, this consumer reporting agency did not make the decision to take this adverse action against you and cannot provide you with any specific reasons why the decision was made.

You are entitled to obtain a free copy of the consumer report directly from LexisNexis within sixty (60) days of your receipt of this Fair Credit Notice by contacting them using the information listed below. You will need to provide positive identification such as a copy of your driver's license, passport or birth certificate.

LexisNexis Consumer Center  
P.O. Box 105108  
Atlanta, Georgia 30348-6004  
1-800-456-6004

Under the Fair Credit Reporting Act, you are also afforded the right to dispute the accuracy or completeness of any information contained in the report, which you believe to be inaccurate or incomplete. In order to resolve these disputes, you must contact LexisNexis using the address or the telephone number listed above, within sixty (60) days of this notice. LexisNexis will investigate the matter and issue an updated report within thirty (30) days.



JEFFREY AND MARIA DECKER  
 9645 CUNNINGHAM ROAD  
 CINCINNATI, OH 45243

Page 1  
 Effective Date 2/2/13  
 Policy no. 13127867-05  
 Policy period 2/2/13 to 2/2/14  
 Producer name MARKETSOURCE AGENCY  
 NETWORK, LLC

We are pleased to enclose your Chubb Masterpiece Policy, which includes an annual premium savings of \$5,505 as listed below.

This chart summarizes the coverages you have and the related premiums. For more details on your vehicle premiums, please refer to the enclosed Vehicle Detail Premium Summary.

	Property covered	Coverage	Premium
Homes and Contents	HOUSE AT 9645 CUNNINGHAM ROAD CINCINNATI, OH	HOME, CONTENTS, LIABILITY	\$ 11,775.00
Valuable Articles	JEWELRY, FURS, FINE ARTS	VALUABLE ARTICLES	\$ 1,825.00
Family Protection	NOT APPLICABLE	FAMILY PROTECTION	\$ 95.00
Vehicles	2003 MERCEDES S55	COMPREHENSIVE & COLLISION, LIABILITY	\$ 1,071.00
	2003 MERCEDES SL500	COMPREHENSIVE & COLLISION, LIABILITY	\$ 1,003.00
	2003 LEXUS LX 470	COMPREHENSIVE & COLLISION, LIABILITY	\$ 1,873.00
	2002 CHEVROLET TAHOE	COMPREHENSIVE & COLLISION, LIABILITY	\$ 2,054.00
<b>Total Premium</b>			<b>\$ 19,696.00</b>

Your policy includes a Coverage Summary and policy provisions that explain your coverage in more detail.

Chubb Masterpiece provides many different credits for home, valuable articles, automobile and excess liability coverages. We recommend that you contact your agent or broker for an annual review to ensure that your coverages, policy limits and available credits are accurate and meet your personal insurance needs.

Your policy provides the following annual premium credits for the coverages listed below:

Your homeowners premium was reduced by \$4,054 as a result of one or more credits.

continued on the next page

## Premium Summary



Page 2

Effective date 2/2/13

Policy no. 13127867-05

Name JEFFREY AND MARIA DECKER

Your vehicles premium was reduced by \$1,451 as a result of one or more credits.

**You will receive a separate Personal Insurance Statement that will outline the schedule of premium amounts and the due dates. If an endorsement during the policy period changes the amount of premium due, you will receive a revised Personal Insurance Statement.**

If you choose one of our convenient installment plans, your payments will be slightly higher than the premium shown above because of the small service charge.

We appreciate your business. Since 1882, personal service and comprehensive coverages have been the hallmarks of the Chubb Group of Insurance Companies.

Thank you for insuring through Chubb.

## PRIVACY POLICY AND PRACTICES

Chubb has been serving the insurance needs of our customers for more than a century. To continue to provide innovative products and services that respond to your insurance needs, Chubb collects certain personal information about you, which is described below in **The Personal Information We Collect**. At Chubb, we respect the privacy of our customers. We do not sell or share our customer lists with anyone else for the purpose of marketing their products to you. Chubb's personal information handling practices are regulated by law and this Privacy Policy describes those practices.

### Chubb's Privacy Policy

**The Personal Information We Collect.** Chubb collects personal information about you and the members of your household to conduct business operations, provide customer service, offer new products, and satisfy legal and regulatory requirements.

We may collect the following categories of information about you from these sources:

- Information from you directly or through your agent, broker or automobile assigned risk plan, including information from applications, worksheets, questionnaires, claim forms or other documents (such as name, address, social security number, driver's license number and amount of coverage requested).
- Information about your transactions with us, our affiliates or others (such as products or services purchased, claims made, account balances and payment history).
- Information from a consumer reporting agency (such as motor vehicle reports and credit reports).
- Information from other non-Chubb sources (such as prior loss information and demographic information).
- Information from visitors to our web sites (such as that provided through online forms and online information-collecting devices known as "cookies"). Chubb does not use "cookies" to retrieve information from a visitor's computer that was not originally sent in a "cookie".

### "Opt Out" Option

The law permits certain types of disclosures, such as for the processing of the insurance transaction without allowing an opt out. Chubb does not have an opt out option as we do not disclose your personal information to nonaffiliated third parties other than as described below. Therefore, no action is required by you.

**The Personal Information We Share.** Chubb may disclose the personal information we collect only to service, process or administer business operations such as underwriting and claims, and for other purposes such as the marketing of products or services, regulatory compliance, the detection or prevention of fraud, or as otherwise required or allowed by law. These disclosures may be made without prior authorization from you, as permitted by law.

**Sharing Personal Information With Others.** Chubb may disclose the personal information we collect to affiliated and nonaffiliated parties for processing and servicing transactions, such as reinsurers, insurance agents or brokers, property and automobile appraisers, auditors, claim adjusters and third party administrators. For example, Chubb may disclose personal information to our affiliates and other parties that perform services for us such as customer service or account maintenance. Specific examples include mailing information to you and maintaining or developing software for us. Chubb may also disclose personal information to nonaffiliated parties as permitted by law. For example, we may disclose information as required in response to a subpoena, to detect or prevent fraud or to comply with an inquiry or requirement of a government agency or regulator.

**Sharing Personal Information With Service Providers or for Joint Marketing.** Chubb may disclose the personal information we collect to your agent or broker so that they can market our financial products and services to you, and to service providers who perform functions for us. Any such disclosure is required to be subject to an agreement with us that includes a confidentiality provision. We do not disclose personal information to other financial institutions.

**Confidentiality and Security of Personal Information.** Access to personal information is allowed for business purposes only. The people who have access to personal information, including employees of Chubb and its affiliates, and nonemployees performing business functions for Chubb, are under obligations to safeguard such information. Chubb maintains physical, electronic and procedural safeguards to guard your personal information.

**Personal Health Information.** Under certain circumstances, we also collect personal health information about our customers, such as information regarding an accident, disability or injury, for underwriting or claim purposes. Chubb does not disclose your personal health information to others for the purpose of marketing to you unless we have your express consent.

**Personal Information of Former Customers.** Chubb's personal information privacy policy also applies to former customers.

**Changes in Privacy Policy.** Chubb may choose to modify this policy at any time. We will notify customers of any modifications at least annually. If we change our disclosure practices in a way that allows an opt out, we will provide customers an opportunity to request that information not to be disclosed for marketing purposes.

**Definitions.**

"Chubb" means the following companies on whose behalf this notice is given:

Chubb & Son Inc.	Executive Risk Indemnity Inc.
Chubb & Son Inc. (of Illinois)	Executive Risk Specialty Insurance Company
Chubb Custom Insurance Company	Federal Insurance Company
Chubb Custom Market, Inc.	Great Northern Insurance Company
Chubb Indemnity Insurance Company	Northwestern Pacific Indemnity Company
Chubb Insurance Company of New Jersey	Pacific Indemnity Company
Chubb Lloyds Insurance Company of Texas	Quadrant Indemnity Company
Chubb Multinational Managers, Inc.	Texas Pacific Indemnity Company
Chubb National Insurance Company	Vigilant Insurance Company

"Customer" and "you" mean any individual who obtains or has obtained a financial product or service from Chubb that is to be used primarily for personal, family or household purposes. This notice applies to customers only.

"Personal information" means nonpublic personal information, which is defined by law as personally identifiable financial information provided by you to Chubb, resulting from a transaction with or any service performed for you by Chubb, or otherwise obtained by Chubb. Personal information does not include publicly available information as defined by applicable law.

Chubb Personal Insurance  
Attention: Privacy Inquiries  
P.O. Box 1615  
Warren, NJ 07061-1615



**Name and address of Insured**

JEFFREY AND MARIA DECKER  
9645 CUNNINGHAM ROAD  
CINCINNATI, OH 45243

**Page 1**

**Effective date** 2/2/13

**Policy no.** 13127867-05

**Issued by** Chubb National Insurance Company  
a stock insurance company  
incorporated in Indiana

**Policy period** 2/2/13 to 2/2/14

**If you have any questions, please contact**  
MARKETSOURCE AGENCY NETWORK, LLC  
2500 CORP EXCHANGE #135  
COLUMBUS, OH 43231  
614-942-1460

A detailed inventory of the components of your vehicle premiums is shown below. For more specific information and explanations of your coverage, please refer to your policy, including your Coverage Summary.

The premium for your vehicle coverage is based on information we have received from you, your agent or broker, or other sources. If you feel that the information below is not correct, wish to make changes to your policy, or want more specific details, please contact your agent or broker.

COVERAGE PREMIUMS	2003 MERCEDES S55 WDBNG74J33A367467 Comp Symbol 29 Coll Symbol 29	2003 MERCEDES SL500 WDBSK75F53F028840 Comp Symbol 27 Coll Symbol 27	2003 LEXUS LX 470 JTJHT00W333525682 Comp Symbol 19 Coll Symbol 19
Comprehensive	\$92.00	\$88.00	\$78.00
Collision	\$415.00	\$403.00	\$754.00
Vehicle Liability	\$409.00	\$399.00	\$928.00
UM/UIM	\$155.00	\$113.00	\$113.00
<b>Total</b>	<b>+\$1,071.00</b>	<b>+\$1,003.00</b>	<b>+\$1,873.00</b>
COVERAGE PREMIUMS	2002 CHEVROLET TAHOE 1GNEK13Z62R323717 Comp Symbol 12 Coll Symbol 12		
Comprehensive	\$55.00		
Collision	\$651.00		
Vehicle Liability	\$1,235.00		
UM/UIM	\$113.00		
<b>Total</b>	<b>+\$2,054.00</b>		
<b>Total Premium</b>			<b>\$6,001.00</b>

# Vehicle Detail Premium Summary

Page 2

Effective date 2/2/13

Policy no. 13127867-05

Name JEFFREY AND MARIA DECKER

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## Policy credits

The premiums shown above include the following credits:

2003 MERCEDES S55 WDBNG74J33A367467	2003 MERCEDES SL500 WDBSK75F53F028840	2003 LEXUS LX 470 JTJHT00W333525682
\$31 Anti-lock braking system credit	\$27 Anti-lock braking system credit	\$65 Anti-lock braking system credit
\$41 Air bag credit	\$31 Air bag credit	\$31 Air bag credit
\$43 Vehicle ownership discount	\$44 Vehicle ownership discount	\$87 Youthful driver discount
		\$104 Vehicle ownership discount

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## 2002 CHEVROLET TAHOE 1GNEK13Z62R323717

\$84 Anti-lock braking system credit  
\$31 Air bag credit  
\$99 Youthful driver discount  
\$116 Vehicle ownership discount

Your vehicle premium has been reduced due to the following characteristics:

- There are two or more private passenger vehicles listed on your policy.
- You have homeowners coverage with us.
- Your policy qualifies for the following Youthful driver discounts: Driver Training .

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## Tiers

The tier of each vehicle is shown in the following chart. Rest assured, your policy receives the best tier and premium you are eligible for based on the characteristics of your policy.

continued on the next page

**Vehicle Detail Premium  
Summary**



Page 3  
 Effective date 2/2/13  
 Policy no. 13127867-05  
 Name JEFFREY AND MARIA DECKER

**Vehicle details**

	2003 MERCEDES S55 WDBNG74J33A367467	2003 MERCEDES SL500 WDBSK75F53F028840	2003 LEXUS LX 470 JTHHT00W333525682
Type of vehicle	PRIVATE PASSENGER	PRIVATE PASSENGER	PRIVATE PASSENGER
Garage location	CINCINNATI, OH 45243 HAMILTON	CINCINNATI, OH 45243 HAMILTON	CINCINNATI, OH 45243 HAMILTON
Agreed value	\$20,250	\$24,425	\$27,162
Deductibles:			
Comprehensive	\$1,000	\$1,000	\$1,000
Collision	\$1,000	\$1,000	\$1,000
Full glass	\$0	\$0	\$0
Road service coverage	YES	YES	YES
Driver	JEFFREY DECKER	MARIA DECKER	CHASE DECKER
Driver group	AGE 50-54	AGE 40-44	MALE 19 PRINCIPAL
Accidents/Losses	NON-CHARGEABLE: 5/15/12	NONE	NONE
Driven to work or school:			
Miles one way	4	0	0
Days per week	5	0	0
Business use	NO	NO	NO
Tier	18	18	18

continued on the next page

# Vehicle Detail Premium Summary

Page 4

Effective date 2/2/13

Policy no. 13127867-05

Name JEFFREY AND MARIA DECKER

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## Vehicle details

2002 CHEVROLET  
TAHOE  
1GNEK13Z62R323717

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Type of vehicle	PRIVATE PASSENGER
Garage location	CINCINNATI, OH 45243 HAMILTON
Agreed value	\$11,664
Deductibles:	
Comprehensive	\$1,000
Collision	\$1,000
Full glass	\$0
Road service coverage	YES
Driver	AUSTIN DECKER
Driver group	MALE 17 AND UNDER PRINCIPAL
Driven to work or school:	
Miles one way	0
Days per week	0
Business use	NO
Tier	18

continued on the next page

**Vehicle Detail Premium  
Summary**



Page 5  
Effective date 2/2/13  
Policy no. 13127867-05  
Name JEFFREY AND MARIA DECKER

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***Did you know...***

We automatically provide **Loss of Use Coverage** up to the amount of coverage shown in your Auto Preference® Vehicle Physical Damage Coverage for extra transportation expenses if your vehicle cannot be used because of a covered loss.

You are automatically covered for the fair cost of **Towing** under your physical damage coverage when your vehicle is disabled due to a covered comprehensive or collision loss. In addition, you can purchase **Road Service Coverage** for towing and labor costs incurred at the place of disablement if your covered vehicle is disabled for any other reason.

We automatically provide coverage for **vehicles you rent while on vacation** (for up to 90 days) under the Vehicle Liability Coverage portion of your vehicle policy. This means we pay any damages to the rental company for which you are legally obligated.

**The above information is not your actual insurance policy.  
You must read the terms and conditions of your Masterpiece policy  
for the precise coverage afforded.**



**Name and address of Insured**

JEFFREY AND MARIA DECKER  
9645 CUNNINGHAM ROAD  
CINCINNATI, OH 45243

**Page 1**

**Effective date** 2/2/13

**Policy no.** 13127867-05

**Issued by** Chubb National Insurance Company  
a stock insurance company  
incorporated in Indiana

**Policy period** 2/2/13 to 2/2/14

**If you have any questions, please contact**  
MARKETSOURCE AGENCY NETWORK, LLC  
2500 CORP EXCHANGE #135  
COLUMBUS, OH 43231  
614-942-1460

This Coverage Summary is part of your policy. **PLEASE READ YOUR POLICY CAREFULLY, INCLUDING THIS COVERAGE SUMMARY, FOR A COMPLETE DESCRIPTION OF YOUR COVERAGES.**

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### Homes and Contents

Your policy provides coverage against physical loss if your home or its contents are damaged, destroyed, or lost. The kinds of losses that are covered, and any special limits that apply, are explained in detail in the policy.

Address	Dwelling	Contents
HOUSE AT 9645 CUNNINGHAM ROAD CINCINNATI, OH	\$8,840,000 DELUXE COVERAGE  EXTENDED REPLACEMENT COST	\$4,420,000 DELUXE COVERAGE  REPLACEMENT COST

The base deductible for each occurrence is \$25,000. We will waive the base deductible for covered losses of more than \$50,000 except for covered losses subject to any special deductibles. Special deductibles include the vacant house deductible, water backup deductible, wind or hail deductible, and earthquake deductible.

### Additional coverages or conditions

continued on the next page

## Coverage Summary

Page 2

Effective date 2/2/13

Policy no. 13127867-05

Name JEFFREY AND MARIA DECKER

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### Homes and Contents

(Continued)

#### Water backup deductible

In lieu of the base deductible, a \$7,500 water backup special deductible applies to each occurrence of a covered loss caused by, contributed to, made worse by, or in any way resulting from backup from within a plumbing system, sewer or drain. This \$7,500 water backup special deductible also applies to each occurrence of a covered loss which is contributed to, made worse by, or in any way resulting from the failure to remove or the inadequate removal of water or water borne material by a sump pump or other drainage system. This deductible applies to your house, contents and extra coverages at 9645 CUNNINGHAM ROAD, CINCINNATI, OH.

However, if more than one special deductible applies to a covered loss (other than the construction deductible), and the dollar amount of any of these special deductibles is greater than the \$7,500 water backup special deductible, the special deductible with the greatest dollar amount applies to the covered loss. If the dollar amount of the base deductible is greater than the dollar amount of the applicable special deductible, the dollar amount of that special deductible is increased to the dollar amount of the base deductible.

#### Important notice regarding mold remediation expenses

You have the standard \$10,000 mold remediation expense coverage as described in your policy for the residence at 9645 CUNNINGHAM ROAD, CINCINNATI, OH. This amount of coverage for mold remediation expenses cannot be increased except upon a renewal of this policy, subject to underwriting acceptance.

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### Valuable Articles

This policy provides you with coverage against physical loss if your valuable articles are lost, damaged, or destroyed. The kinds of losses that are covered, and any special limits that apply, are explained in detail in the policy.

#### Blanket coverage

We will pay up to the amount shown in the following chart for each category of valuable articles. However, the most we will pay for any one article is the blanket limit per item shown for that category.

## Coverage Summary



Page 3  
Effective date 2/2/13  
Policy no. 13127867-05  
Name JEFFREY AND MARIA DECKER

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### Valuable Articles

(Continued)

#### Itemized articles

The amount of coverage for your valuable articles is shown in the following chart. A list of your itemized valuable articles, and the specific coverage amounts, can be found at the end of the Coverage Summary.

Class	Amount of blanket coverage	Blanket limit per item	Amount of itemized coverage
JEWELRY	NO COVERAGE	NO COVERAGE	\$ 208,400
FURS	NO COVERAGE	NO COVERAGE	\$ 18,687
FINE ARTS	NO COVERAGE	NO COVERAGE	\$ 5,705

There is no deductible for this coverage.

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### Family Protection<sup>SM</sup> Coverage

Your policy provides you with Family Protection Coverage for carjacking, hijacking, child abduction, stalking threat, home invasion, air rage, and road rage occurrences. The kinds of losses that are covered, and any limits that apply, are explained in detail in the policy.

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### Vehicle Physical Damage

Your policy provides you with coverage against physical loss if your vehicle is damaged or destroyed. The kinds of losses that are covered, and any special limits that apply, are explained in detail in the policy.

For information about how your vehicle premium was developed, refer to the Vehicle Detail Premium Summary.

# Coverage Summary

Page 4

Effective date 2/2/13

Policy no. 13127867-05

Name JEFFREY AND MARIA DECKER

## Vehicle Physical Damage

(Continued)

Type of Vehicle	Garaged in	Coverage	Deductible
VEHICLE 2003 MERCEDES S55 WDBNG74J33A367467	CINCINNATI, OH	AUTO PREFERENCE® VEHICLE PHYSICAL DAMAGE COMPREHENSIVE COLLISION FULL WINDOW GLASS  \$20,250 AGREED VALUE	  \$1,000 \$1,000 \$0
VEHICLE 2003 MERCEDES SL500 WDBSK75F53F028840	CINCINNATI, OH	AUTO PREFERENCE® VEHICLE PHYSICAL DAMAGE COMPREHENSIVE COLLISION FULL WINDOW GLASS  \$24,425 AGREED VALUE	  \$1,000 \$1,000 \$0
VEHICLE 2003 LEXUS LX 470 JTJHT00W333525682	CINCINNATI, OH	AUTO PREFERENCE® VEHICLE PHYSICAL DAMAGE COMPREHENSIVE COLLISION FULL WINDOW GLASS  \$27,162 AGREED VALUE	  \$1,000 \$1,000 \$0
VEHICLE 2002 CHEVROLET TAHOE 1GNEK13Z62R323717	CINCINNATI, OH	AUTO PREFERENCE® VEHICLE PHYSICAL DAMAGE COMPREHENSIVE COLLISION FULL WINDOW GLASS  \$11,664 AGREED VALUE	  \$1,000 \$1,000 \$0

### Additional coverages or conditions

continued on the next page

## Coverage Summary



Page 5  
Effective date 2/2/13  
Policy no. 13127867-05  
Name JEFFREY AND MARIA DECKER

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### Vehicle Physical Damage

(Continued)

#### Road service coverage

You have Road service coverage for your 2003 MERCEDES S55 , WDBNG74J33A367467.

#### Road service coverage

You have Road service coverage for your 2003 MERCEDES SL500 , WDBSK75F53F028840.

#### Road service coverage

You have Road service coverage for your 2003 LEXUS LX 470 , JTJHT00W333525682.

#### Road service coverage

You have Road service coverage for your 2002 CHEVROLET TAHOE , 1GNEK13Z62R323717.

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### Liability

Amount of liability coverage: \$500,000.

This is the total amount of your liability coverage. It applies to all property for which you have liability coverage, as shown in the following chart. For vehicles where no liability appears there is no vehicle liability coverage.

Your liability coverage covers damages for which you are legally responsible. For each occurrence, we will pay up to the amount of your liability coverage, as explained in your policy.

However, when you have **excess** liability only, we will pay for a covered loss **only** after the loss exceeds the required primary underlying insurance shown in your policy. This applies whether you have other liability coverage provided under a separate policy with us or by another insurance company.

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Home	HOUSE AT 9645 CUNNINGHAM ROAD CINCINNATI, OH	PERSONAL LIABILITY
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# Coverage Summary

Page 6

Effective date 2/2/13

Policy no. 13127867-05

Name JEFFREY AND MARIA DECKER

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## Liability

(Continued)

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## Liability

(Continued)

Vehicle	VEHICLE 2003 MERCEDES S55 GARAGED IN CINCINNATI, OH WDBNG74J33A367467	VEHICLE LIABILITY, UM/UIM BI
	VEHICLE 2003 MERCEDES SL500 GARAGED IN CINCINNATI, OH WDBSK75F53F028840	VEHICLE LIABILITY, UM/UIM BI
	VEHICLE 2003 LEXUS LX 470 GARAGED IN CINCINNATI, OH JTJHT00W333525682	VEHICLE LIABILITY, UM/UIM BI
	VEHICLE 2002 CHEVROLET TAHOE GARAGED IN CINCINNATI, OH 1GNEK13Z62R323717	VEHICLE LIABILITY, UM/UIM BI

Whenever vehicles are shown, we have included the type of Uninsured or Underinsured (UM/UIM) coverage you have selected. For vehicles where no UM/UIM appears there is no UM/UIM coverage. The amount of UM/UIM, which appears in the Special Vehicle Coverages section, is determined by where the vehicle is garaged.

For information about how your vehicle premium was developed, refer to the Vehicle Detail Premium Summary.

continued on the next page



Page 7  
Effective date 2/2/13  
Policy no. 13127867-05  
Name JEFFREY AND MARIA DECKER

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**Special Vehicle Coverages**

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**Special Vehicle Coverages**

You have the following state specific coverages. For information about how your vehicle premium was developed, refer to the Vehicle Detail Premium Summary.

**Uninsured/Underinsured Motorists Protection (UM/UIM) - Ohio**

This coverage applies when you are entitled to collect damages for an accident but cannot because the other driver does not have adequate insurance to cover the loss. Your specific insurance protection is described in your policy.

Your protection for registered vehicles garaged in Ohio is:

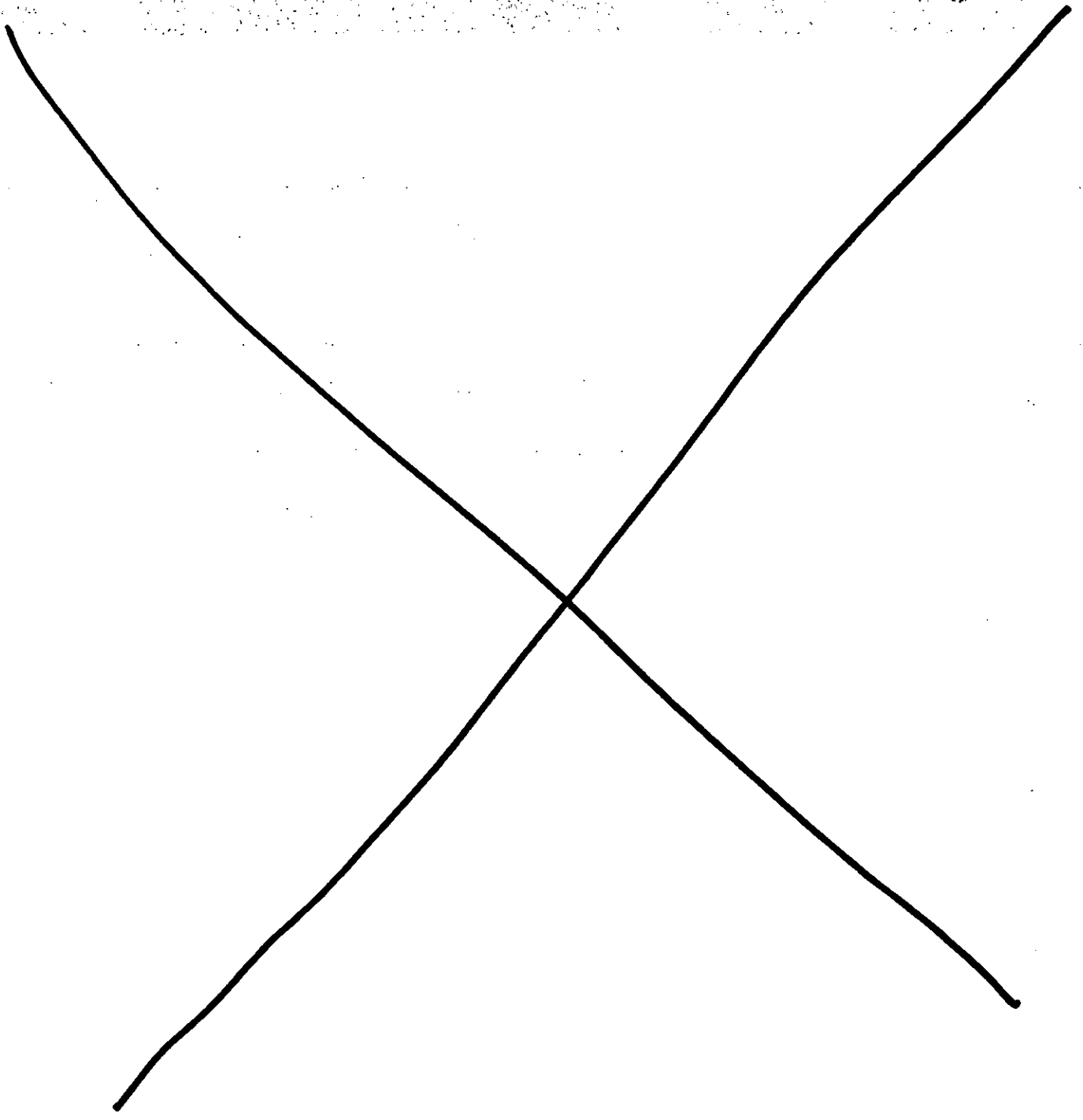
**\$500,000** UM/UIM coverage applies for bodily injury for each occurrence.

Refer to Vehicles in the Liability section for the type of UM/UIM coverage.

As the duly authorized representative of the company my signature validates this policy.

---

Paul N. Morrissette  
Authorized representative





**Name and address of insured**

JEFFREY AND MARIA DECKER  
9645 CUNNINGHAM ROAD  
CINCINNATI, OH 45243

**Page 1**

**Effective date** 2/2/13

**Policy no.** 13127867-05

**Issued by** Chubb National Insurance Company  
a stock insurance company  
incorporated in Indiana

**Policy period** 2/2/13 to 2/2/14

**If you have any questions, please contact**  
MARKETSOURCE AGENCY NETWORK, LLC  
2500 CORP EXCHANGE #135  
COLUMBUS, OH 43231  
614-942-1460

Class	No.	Description	Value
Jewelry	1	LADIES DIAMOND WEDDING SET 18K YELLOW GOLD WITH ONE MARQUISE DIAMOND 3.90 CT AND THIRTY TWO DIAMONDS 2.16 CT	\$ 30,400
	2	LADIES DIAMOND CUSTOM NECKPIECE SET IN PLATINUM, WEAVE SETTING, ROUND BAGUETTE DIAMONDS WEIGHING 9.33 TCW	\$ 45,000
	3	LADIES DIAMOND RING SET, INVISIBLE SET PRINCESS CUT DIAMONDS, 2.16CT; WITH MARQUISE CUT CENTER DIAMOND, 3.90 CT	\$ 33,000
	4	LADIES CUSTOM MADE DIAMOND TENNIS BRACELET SET IN 18K WHITE GOLD WITH 15.01 CT BAGUETTE DIAMONDS	\$ 27,500
	5	LADIES PLATINUM DIAMOND STUD EARRINGS WEIGHING 4.85 CT	\$ 26,000
	6	LADIES 14K TWO TONE FASHION BRACELET WITH NINETY NINE FULL CUT ROUND DIAMONDS 6.0 TCW	\$ 6,500
	7	LADIES CARTIER TANK AMERICAINE WATCH IN 18K GOLD WITH PAVE DIAMONDS AROUND THE DIAL	\$ 40,000
Furs	1	NATURAL RED FOX FULL LENGTH COAT WITH HOOD	\$ 4,995
	2	TIBETAN WOOLY LAMB FULL LENGTH COAT WITH HOOD	\$ 1,697
	3	FULL LENGTH MINK COAT REVERSIBLE TO DARK BROWN LEATHER	\$ 8,000
	4	NATURAL BEAVER AND CRYSTAL FOX TRIM JACKET WITH HOOD	\$ 3,995

# Itemized Articles

Page 2

Effective date 2/2/13

Policy no. 13127867-05

Name JEFFREY AND MARIA DECKER

Class	No.	Description	Value
Fine Arts	1	STAIRWAY TO PARADISE-BY THOMAS KINKADE	\$ 855
	2	SPRING GATE- BY THOMAS KINKADE	\$ 3,000
	3	GARDENS BEYOND SPRING GATE G/P	\$ 1,850



**Name and address of insured**

JEFFREY AND MARIA DECKER  
9645 CUNNINGHAM ROAD  
CINCINNATI, OH 45243

**Effective date** 2/2/13

**Policy no.** 13127867-05

**Issued by** Chubb National Insurance Company  
a stock insurance company  
incorporated in Indiana

**Policy period** 2/2/13 to 2/2/14

**If you have any questions, please contact**  
MARKETSOURCE AGENCY NETWORK, LLC  
2500 CORP EXCHANGE #135  
COLUMBUS, OH 43231  
614-942-1460

This table of contents lists your policy provisions. Please attach this table of contents to your policy so you have a current list of your coverages at all times.

### Contents

Chapter	Edition Date	State	Page
Introduction			A-1
Deluxe House Coverage	09/10	OHIO	B-1
Deluxe Contents Coverage	05/10	OHIO	C-1
Valuable Articles Coverage	05/10	OHIO	N-1
Auto Preference® Vehicle Physical Damage Coverage	07/11	OHIO	O-1
Uninsured/Underinsured Motorists Protection	07/11	OHIO	P-1
Family Protection <sup>SM</sup> Coverage	04/09	OHIO	R-1
Personal Liability Coverage	07/11	OHIO	T-1
Auto Preference® Vehicle Liability Coverage	07/11	OHIO	U-1
Policy Terms	07/09	OHIO	Y-1
Policy Information Notice	12/02	OHIO	

This is your Chubb Masterpiece Policy. Together with your Coverage Summary, it explains your coverages and other conditions of your insurance in detail.

This policy is a contract between you and us. **READ YOUR POLICY CAREFULLY** and keep it in a safe place.

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### Agreement

We agree to provide the insurance described in this policy in return for your premium and compliance with the policy conditions.

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### Definitions

In this policy, we use words in their plain English meaning. Words with special meanings are defined in the part of the policy where they are used. The few defined terms used throughout the policy are defined here:

**You** means the person named in the Coverage Summary, and a spouse who lives with that person.

**We** and **us** mean the insurance company named in the Coverage Summary.

**Family member** means your relative who lives with you, or any other person under 25 in your care or your relative's care who lives with you.

**Policy** means your entire Masterpiece Policy, including the Coverage Summary and any Mortgage's Coverage Summary.

**Coverage Summary** means the most recent Coverage Summary we issued to you, including any subsequent Coverage Updates.

**Occurrence** means a loss or accident to which this insurance applies occurring within the policy period. Continuous or repeated exposure to substantially the same general conditions unless excluded is considered to be one occurrence.

**Business** means any employment, trade, occupation, profession, or farm operation including the raising or care of animals.

This part of your Masterpiece Policy provides you with coverage against all risk of physical loss to your house unless stated otherwise or an exclusion applies.

"House" means the main one-family or two-family dwelling at each Ohio location with Deluxe House Coverage shown in the Coverage Summary.

---

### **Payment for a Loss**

#### **Amount of coverage**

The amount of coverage for each house for each occurrence is shown in the Coverage Summary.

To help you and us agree on the appropriate amount of coverage, we may, but are not obligated to, conduct appraisals of your house and other permanent structures and also make periodic adjustments to the amount of coverage. It is your duty to advise us of additions, alterations or renovations to your house or other permanent structures at the beginning of, throughout, and at the completion of construction so that the amount of coverage for your house or other permanent structures can be adjusted to maintain an appropriate amount of coverage based on the construction cost information you provide.

At the time of a covered loss, the amount of coverage for your house will be adjusted to include any increase in the United States Consumer Price Index calculated from the beginning of the policy period.

#### **Deductibles**

A deductible is that amount we will subtract from the amount of a covered loss in determining the amount we will pay. Either the base deductible listed in the Coverage Summary or one or more of the special deductibles applies to each occurrence, unless stated otherwise.

**Special deductibles.** If more than one special deductible applies to a covered loss (other than the construction special deductible), the special deductible with the greatest dollar amount applies to the covered loss.

If the construction deductible applies to a covered loss, and one or more other special deductibles also apply, the dollar amount of the construction deductible will be combined with the greatest dollar amount of any other applicable special deductible, and the total amount of **both** deductibles will be applied to the covered loss.

**Construction deductible.** In lieu of the base deductible, a 5% construction special deductible applies to each occurrence if at any time during the policy period:

- you are newly constructing your house;
- you are newly constructing an other permanent structure which will equal or exceed 10% of the amount of coverage for the house as shown in the Coverage Summary at the time of a covered loss; or
- you are constructing additions, alterations, or renovations to your house or an other permanent structure which will equal or exceed the lesser of 10% of the amount of coverage for the house at the time of a covered loss or \$500,000, and you did not notify us, and the covered loss commenced at such house or other permanent structure.

## **Deluxe House Coverage**

---

### **Payment for a Loss**

(continued)

This construction special deductible applies to your house, contents and extra coverages. The dollar amount of this deductible is equal to 5% of the amount of coverage for the house as shown in the Coverage Summary at the time of a covered loss.

If the dollar amount of the base deductible is greater than the dollar amount of the construction special deductible, the dollar amount of the construction special deductible is increased to the dollar amount of the base deductible. This construction special deductible applies in addition to the greatest of any other special deductible that applies to the covered loss.

**Vacant house deductible.** In lieu of the base deductible, a 5% vacant house special deductible applies to each occurrence if your house has been substantially empty of furnishings and contents for more than 30 consecutive days at the time of a covered loss, and you did not notify us it would be vacant. This deductible applies to your house, contents and extra coverages. The dollar amount of this deductible is equal to 5% of the amount of coverage for the house as shown in the Coverage Summary at the time of a covered loss. If your house coverage amount is increased because of extended replacement cost, the deductible will be based on the increased amount. However, if more than one special deductible applies to a covered loss (other than the construction special deductible), the special deductible with the greatest dollar amount applies to the covered loss. If the dollar amount of the base deductible is greater than the dollar amount of the applicable special deductible, the dollar amount of that special deductible is increased to the dollar amount of the base deductible.

### **Payment basis**

Your Coverage Summary indicates the payment basis for each house.

"Reconstruction cost" means the lesser of the amount required at the time of loss to repair, replace or rebuild, at the same location, your house or any other permanent structure, using like design, and materials and workmanship of comparable kind and quality.

"Reconstruction cost" does not include any amount required for:

- the excavation, replacement or stabilization of land under or around your house or any other permanent structure;
- conforming to any law or ordinance that regulates the repair, replacement, rebuilding or demolition of your house or any other permanent structure; or
- removing the debris of a covered loss or the property that caused a covered loss.

**Extended replacement cost.** If the payment basis is extended replacement cost, we will pay the reconstruction cost even if this amount is greater than the amount of coverage for your house shown in your Coverage Summary or the amount of coverage for other permanent structures.

Extended replacement cost is provided on the condition that you maintain at least the amount of coverage for your house as previously agreed to, including any adjustments by us based on appraisals, revaluations and annual adjustments for inflation.

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## **Payment for a Loss**

(continued)

This payment basis is subject to the following limitations:

- If you have a covered partial loss to your house or other permanent structure and do not begin to repair, replace or rebuild the lost or damaged property within 180 days from the date of loss, we will only pay the reconstruction cost, less depreciation.
  - If you do not repair, replace, or rebuild your house or other permanent structure at the same location, the payment basis will be verified replacement cost.
  - If at any time during any policy period of this coverage:
    - you are newly constructing your house;
    - you are newly constructing an other permanent structure which will equal or exceed 10% of the amount of coverage for the house as shown in the Coverage Summary at the time of a covered loss; or
    - you are constructing additions, alterations, or renovations to your house or an other permanent structure which will equal or exceed the lesser of 10% of the amount of coverage for the house as shown in the Coverage Summary at the time of a covered loss or \$500,000,your payment basis for your house or that other permanent structure will be conditional replacement cost. Conditional replacement cost will remain your payment basis until construction is completed.
- Your duty:** It is your duty to notify your agent or broker at the beginning of, throughout, and at the completion of construction so that the amount of coverage for your house or other permanent structures can be adjusted to maintain an appropriate amount of coverage based on the construction cost information you provide. This is to reduce the possibility of being underinsured.
- If you cannot repair, replace or rebuild your house because your primary mortgagee or its assignees has recalled your mortgage, we will pay the reconstruction cost up to the amount of coverage shown in the Coverage Summary for your house, minus what is due to the mortgagee.

**Verified replacement cost.** If the payment basis is verified replacement cost, we will pay the reconstruction cost of:

- your house up to the amount of coverage shown in the Coverage Summary; and
- other permanent structures up to the amount of coverage for other permanent structures, whether or not you actually repair, replace or rebuild.

Verified replacement cost is provided on the condition that you maintain at least 90% of the full amount of coverage we recommend for your house, including any adjustments by us based on appraisals, revaluations and annual adjustments for inflation.

If you have a covered partial loss to your house or an other permanent structure, and do not begin to repair, replace or rebuild the lost or damaged property within 180 days from the date of loss, we will only pay the reconstruction cost less depreciation.

**Conditional replacement cost.** If the payment basis is conditional replacement cost, our payment will be the greater of the following:

- the reconstruction cost less depreciation; or
  - the proportion of the covered loss to your house or other permanent structure determined by dividing the amount of coverage for your house as shown in the Coverage Summary, by 80% of the amount required to rebuild your entire house.
- However, our payment will not exceed the lesser of:
- the reconstruction cost; or
  - the amount of coverage for your house as shown in the Coverage Summary or the amount of coverage for other permanent structures.

## **Deluxe House Coverage**

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### **Payment for a Loss**

(continued)

If you have a covered partial loss to your house or an other permanent structure, and do not begin to repair, replace or rebuild the lost or damaged property within 180 days from the date of loss, our payment will be the lesser of the following:

- the reconstruction cost less depreciation; or
  - the proportion of the covered loss to your house or other permanent structure determined by dividing the amount of coverage for your house as shown in the Coverage Summary by 80% of the amount required to rebuild your entire house.
- However, our payment will not exceed the lesser of:
- the reconstruction cost; or
  - the amount of coverage for your house as shown in the Coverage Summary or the amount of coverage for other permanent structures.

---

### **Deluxe House Coverage**

In Deluxe House Coverage, a "covered loss" includes **all risk** of physical loss to your house or other property covered under this part of your Masterpiece Policy, unless stated otherwise or an exclusion applies. Exclusions to this coverage are described in **Exclusions**.

---

### **Extra Coverages**

In addition to covering the physical loss to your house, we also provide other related coverages. These coverages are in addition to the amount of coverage for your house unless stated otherwise or an exclusion applies. All deductibles apply to Extra Coverages unless stated otherwise. Exclusions to these coverages are described in **Exclusions**.

#### **Homeowner assessments**

We cover your share of an assessment charged against you by your homeowners association. But the assessment must be a result of an occurrence that would be covered under:

- this policy to property owned collectively by all homeowners; or
- personal liability coverage if personal liability coverage is shown in the Coverage Summary or under any other personal insurance policy issued by a direct or indirect subsidiary of the Chubb Corporation providing you with personal liability coverage.

We will not pay homeowner assessments resulting from loss caused by earthquake even if earthquake coverage is shown in your Coverage Summary for that location. But we do insure homeowner assessments resulting from ensuing covered loss due to fire, explosion, theft or glass breakage unless an exclusion applies.

We will pay up to \$50,000 for any one occurrence, regardless of the number of assessments. But we will not pay more than \$5,000 in any one occurrence for assessments that result from a deductible in your homeowners association's insurance.

There is no deductible for this coverage.

---

## **Extra Coverages**

(continued)

### **Other permanent structures**

We cover other permanent structures on the grounds of your house. For each occurrence, we will pay up to a total of 20% of the amount of house coverage for the location at which a covered loss to these structures occurs, plus any additional amount of coverage shown in the Coverage Summary for "other permanent structures" at this location. The same payment basis applies to other permanent structures as to the house itself.

### **Additional living expenses**

As described below, under certain conditions when your house or other permanent structure cannot be lived in because of a covered loss to your house or other permanent structure or, if applicable, its contents, we provide coverage for additional living expenses which consists of extra living expenses, loss of fair rental value, and forced evacuation expenses. There is no deductible for this coverage.

**Extra living expenses.** If a covered loss makes your house or other permanent structure uninhabitable, we cover the reasonable increase in your normal living expenses that is necessary to maintain your household's usual standard of living, including the kenneling of domestic animals not primarily owned or kept for business use. We cover this increase for the reasonable amount of time required to restore your house or other permanent structure to a habitable condition, or if you or members of your household permanently relocate, the shortest amount of time required to settle elsewhere. However, if you are newly constructing your house or other permanent structure or constructing additions, alterations, or renovations to your house or other permanent structure at the time of a covered loss, we only cover the increase in your normal living expenses incurred by you for the reasonable amount of time required to restore the house or other permanent structure to the condition it was in prior to the covered loss. This period of time is not limited by the expiration of this policy.

**Fair rental value.** If a covered loss makes a part of your house or other permanent structure which you usually rent to others uninhabitable, we cover its fair rental value during the period of time it is usually rented for the reasonable amount of time required to restore it to a habitable condition. This period of time is not limited by the expiration of this policy.

**Forced evacuation expenses.** If you are forced to evacuate your house and other permanent structure as a direct result of a covered loss or a reasonable threat of a loss covered under this policy, we cover the reasonable increase in your normal living expenses incurred by you that is necessary to maintain your household's usual standard of living, including the kenneling of domestic animals not primarily owned or kept for business use. We also cover any loss in fair rental value if your house or other permanent structure is usually held for rental, but we do not cover any loss of rents due to cancellation of a lease or agreement. We cover these forced evacuation expenses for up to 30 days, even if the policy period ends during that time.

"Contents" means personal property you, a family member, or a domestic employee owns or possesses covered by us.

## **Deluxe House Coverage**

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### **Extra Coverages**

(continued)

#### **Land**

Whenever there is a covered loss to your house or other permanent structure and the related repair, replacement or rebuilding requires excavation, replacement or stabilization of land under or around your house or other permanent structure, we will also pay the greater of \$5,000 or 10% of the amount of the covered loss to your house or other permanent structure for the excavation, replacement, or stabilization of the land.

#### **Landscaping**

We cover trees, shrubs, plants, and lawns (except brush and forestry) at your house against certain kinds of perils. These are fire, lightning, explosion, civil disturbance, vandalism, malicious mischief, theft, and loss caused by a vehicle or aircraft.

We will pay up to a total of 5% of the amount of coverage for the house at which the loss occurs, but not more than \$10,000 for any one tree, shrub, or plant. If your payment basis is extended replacement cost, the 5% is applied to the increased amount of coverage.

This extra coverage applies only if you begin to repair or replace the lost or damaged property within 180 days of the date of loss.

#### **Tree removal**

Unless covered elsewhere under this policy, we will pay the reasonable expenses you incur up to a total of \$1,000 for each occurrence to remove trees fallen due to wind, hail, sleet or the weight of ice or snow. These payments apply only to fallen trees at a location shown in the Coverage Summary.

#### **Fire or police department charges**

If a fire or police department is called to protect your house or its grounds against a covered loss, we will pay up to \$1,000 for any charges imposed by law or assumed by written agreement. There is no deductible for this coverage.

#### **Lock replacement**

If the keys or remote unlocking devices to your house, or to the garage door or electronic gate which you own, are lost or stolen, we will pay the cost to re-key or replace the locks or remote unlocking devices, up to \$2,000. There is no deductible for this coverage.

#### **Debris removal**

Unless covered elsewhere under this policy, we cover the reasonable expenses you incur made necessary by a covered loss to demolish damaged covered property, if necessary, and remove debris of the covered loss including the property that caused a covered loss.

#### **Temporary precautionary repairs**

After a covered loss, we cover the reasonable expenses you incur for necessary temporary precautionary repairs made solely to protect your house or other permanent structure against further covered damage. These payments do not increase the amount of coverage for your house or other permanent structures.

---

## **Extra Coverages**

(continued)

### **Construction materials**

We cover the materials and supplies owned by you on the grounds of your house for use in the construction, alteration, and repair of your house or other permanent structures. These payments apply only to a covered loss, and they do not increase the amount of coverage for your house or other permanent structures.

### **Rebuilding to code**

After a covered loss, we cover the necessary cost of conforming to any law or ordinance that requires or regulates:

- the repair, replacement, or rebuilding of the damaged portion of your house or other permanent structure made necessary by the covered loss;
- the demolition, replacement, or rebuilding of the undamaged portion of your house or other permanent structure necessary to complete the repair, replacement or rebuilding of the damaged portion of your house or other permanent structure; or
- the demolition of the undamaged portion of your house or other permanent structure when your house or other permanent structure must be totally demolished.

This coverage does not apply unless you repair, replace or rebuild your house or other permanent structure at the same location.

### **GreenWise<sup>SM</sup> utility expenses**

As described below, if you have a covered loss to your solar, wind, or geothermal electrical power-generating system or to your alternative water system on the grounds of your house, we provide coverage for GreenWise utility expenses, which consists of power utility expenses, power utility income, and alternative water expenses. The maximum amount we will pay for all GreenWise utility expenses combined for each occurrence is \$50,000. These payments do not increase the amount of coverage for your house or other permanent structures. There is no deductible for this coverage.

**Power utility expenses.** If a covered loss to your solar, wind, or geothermal electrical power-generating system on the grounds of your house makes it necessary for you to purchase all of your electrical power from a power utility company, we cover the increase in these utility expenses for the reasonable amount of time required to restore or replace the system, even if the policy period ends during that time.

**Power utility income.** If a covered loss to your solar, wind, or geothermal electrical power-generating system on the grounds of your house causes a loss of your power utility income, we cover this loss of your power utility income for the reasonable amount of time required to restore or replace the system, even if the policy period ends during that time.

"Power utility income" means income paid to you, or renewable energy certificates or other similar monetary credits issued to you, by a power utility company for income or credits you earn from the excess electrical power produced by your solar, wind, or geothermal electrical power-generating system. We average the income or the value of the certificates or credits over the 12-month period immediately prior to a covered loss.

## **Deluxe House Coverage**

---

### **Extra Coverages**

(continued)

**Alternative water expenses.** If a covered loss to your alternative water system makes it necessary for you to purchase replacement water for residential watering of the grounds of your house, we cover the increase in these water expenses for the reasonable amount of time required to restore or replace the system, even if the policy period ends during that time. However, we do not cover this increase if the covered loss is to only the system's sprinkler heads.

"Alternative water system" means a plumbing system and its components, including cisterns and holding tanks, permanently installed on the grounds of your house to supply or reuse non-potable, untreated or partially-treated household wastewater, ground water, or rain water, also called "gray water", for residential watering of the grounds of your house in accordance with your local building codes. Alternative water system does not include a water well.

Coverage for power utility expenses, power utility income, and alternative water expenses applies only if you begin to repair or replace the applicable lost or damaged solar, wind, or geothermal electrical power-generating system or your alternative water system within 180 days of the date of loss.

#### **Water detection expense**

We will reimburse you for the reasonable cost of labor incurred, up to \$5,000, to install a water leak detection and control system following a covered water damage loss to your house shown in the Coverage Summary, to its other permanent structures, or to other property in these structures covered under this policy. This extra coverage applies only if:

- the amount of the covered water damage loss to covered property is \$10,000 or more prior to the application of any applicable deductible;
- the covered water damage loss is caused by a leak or break in a plumbing, heating, or air conditioning system; and
- the installation of a water leak detection and control system was the first time such a system was installed in your house or other permanent structures, which had the covered water damage loss. These payments do not increase the amount of coverage for your house or other permanent structures.

"Water leak detection and control system" means a system in your house or its other permanent structures that monitors:

- areas containing plumbing devices, appliances, and other outlets for a water leak and if detected, closes the main water supply line; or
- unusual water flow patterns or unexpected interior water overflow and if detected, closes the main water supply line.

There is no deductible for this expense.

#### **Mine subsidence**

We cover your house and other permanent structures on the grounds of your house against direct loss caused by mine subsidence.

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## **Extra Coverages**

(continued)

Mine subsidence means loss caused by lateral or vertical movement of a man-made underground mine or underground mine related excavations including any resulting collapse of your house or other permanent structures on the grounds of your house, including but not limited to coal, clay, limestone, and fluorspar mines. Mine subsidence does not mean loss caused by collapse of storm and sewer drains, and rapid transit tunnels.

The amount of coverage is limited to the amount shown in the Coverage Summary.

The exclusions of loss caused by structural movement, and earth movement in this policy do not apply to mine subsidence.

### **Mold remediation expenses**

We provide coverage for mold remediation expenses you incur, made necessary by a covered water damage loss to your house shown in the Coverage Summary, or its other permanent structures, or by a covered water damage loss to your contents anywhere in the world if contents coverage is shown in the Coverage Summary for this location. For an occurrence, the maximum amount of coverage for mold remediation expenses is \$10,000, plus any additional amount of coverage shown in the Coverage Summary for mold remediation expenses at this location. These payments do not increase the amount of coverage for your house, other permanent structures, or contents.

"Mold remediation" means the reasonable and necessary costs not otherwise covered for:

- testing the indoor air quality of your house or other permanent structure for mold;
- testing the surfaces and materials of your house, other permanent structure or contents for mold;
- developing a mold remediation plan; and
- implementing that mold remediation plan including the clean up, removal, containment, treatment, or disposal of mold.

"Mold remediation" also means the reasonable and necessary costs, including the increased cost, not otherwise covered for:

- removing debris solely due to mold; and
- repairing or replacing covered property damaged or removed solely due to mold.

We also provide coverage for temporary relocation expenses you incur, made necessary by mold remediation. For each occurrence, we will pay up to 20% of the total amount of mold remediation expense coverage. There is no deductible for temporary relocation expenses.

"Temporary relocation expenses" means:

- the reasonable increase in your normal living expenses that is necessary to maintain your household's usual standard of living for the reasonable amount of time required to complete mold remediation; and
- the fair rental value of that part of your house rented or held for rental, for the reasonable amount of time required to complete mold remediation, during the period of time it is usually rented.

"Contents" means personal property you or a family member owns or possesses covered by us.

"Mold" means fungi, mold, mold spores, mycotoxins, and the scents and other byproducts of any of these.

## **Deluxe House Coverage**

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### **Extra Coverages**

(continued)

We will not make any additional payments for mold remediation expenses or temporary relocation expenses under any other Extra Coverage.

The amount of coverage for mold remediation expenses and temporary relocation expenses for your house is the most we will pay for the sum of all mold remediation expenses and temporary relocation expenses, regardless of the number of covered water damage losses that occur during the policy period.

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### **Exclusions**

These exclusions apply to your Deluxe House Coverage, including the Extra Coverages, unless stated otherwise.

The words "caused by" mean any loss that is contributed to, made worse by, or in any way results from that peril.

**Gradual or sudden loss.** We do not provide coverage for the presence of wear and tear, gradual deterioration, rust, bacteria, corrosion, dry or wet rot, or warping, however caused, or any loss caused by wear and tear, gradual deterioration, rust, bacteria, corrosion, dry or wet rot, or warping. We also do not cover any loss caused by inherent vice, latent defect or mechanical breakdown. But we do insure ensuing covered loss unless another exclusion applies.

**Contamination.** We do not cover any loss caused by the discharge, dispersal, seepage, migration or release or escape of pollutants. Nor do we cover the cost to extract pollutants from land or water, or the cost to remove, restore or replace polluted or contaminated land or water. A "pollutant" is any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. A "contaminant" is an impurity resulting from the mixture of or contact of a substance with a foreign substance. "Waste" includes materials to be disposed of, recycled, reconditioned or reclaimed.

**Loss by animals.** We do not cover any loss caused by:

- birds, vermin, insects, rodents; or
- domestic animals owned or kept by you or a family member, except loss to glass that is part of a building, storm door, or storm window. But we do insure ensuing covered loss unless another exclusion applies.

**Structural movement.** We do not cover any loss caused by the settling, cracking, shrinking, bulging, or expansion of bulkheads, pavements, patios, landings, steps, footings, foundations, walls, floors, roofs, or ceilings except loss to glass that is part of a building, storm door, or storm window. But we do insure ensuing covered loss unless another exclusion applies.

**Special rules for escaping water.** If any of the causes of loss previously described in the exclusions for Gradual or sudden loss, Contamination, Loss by animals, or Structural movement cause water to escape from within a household appliance, swimming pool, or plumbing, heating, or air conditioning system, we cover the loss caused by the water. We provide this coverage unless an

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## **Exclusions**

(continued)

exclusion applies other than the exclusions for Gradual or sudden loss, Contamination, Loss by animals, or Structural movement. This coverage also includes the cost of tearing out and replacing any part of the house or other permanent structure necessary to repair the appliance, swimming pool, or system. We do not cover loss to the appliance, swimming pool, or system itself.

**Freezing water.** We do not cover any loss caused by water freezing in a plumbing, heating, or air conditioning system, or household appliance if the house is vacant, unoccupied, or being constructed, unless you used reasonable care to maintain heat in the building or shut off and drained the water system or appliance. But we do insure ensuing covered loss unless another exclusion applies.

**Surface water.** We do not cover any loss caused by:

- flood, surface water, waves, tidal water, overflow of water from a body of water, or water borne material from any of these, including when any such waters or water borne material enters and backs up or discharges from or overflows from any sewer or drain located outside of or on the exterior of a fully enclosed structure;
  - run off of water or water borne material from a paved surface, driveway, walkway, patio, or other similar surface; or
  - spray from any of these, even if driven by wind.
- But we do insure ensuing covered loss unless another exclusion applies.

**Ground water.** We do not cover any loss caused by water or water borne material in the ground, or by its pressure, leakage, or seepage. But we do insure ensuing covered loss unless another exclusion applies.

**Water damage to outside structures.** We do not cover certain kinds of losses to any:

- fence, arbor, pavement, patio, landing or step;
- septic system, swimming pool or hot tub including their installed equipment;
- footing, foundation, wall, or any other structure or device, that supports all or part of your house or an other permanent structure;
- retaining wall or bulkhead; or
- pier, wharf, dock or bridge.

These are losses caused by freezing, thawing, or the pressure or weight of water, ice, or snow, even if the water, ice, or snow is driven by wind. But we do insure ensuing covered loss unless another exclusion applies.

**Fungi and mold.** We do not provide coverage for the presence of mold, however caused, or any loss caused by mold, other than as provided under the Extra Coverage, Mold remediation expenses. But we do cover mold resulting from fire or lightning unless another exclusion applies. "Mold" means fungi, mold, mold spores, mycotoxins, and the scents and other byproducts of any of these.

**Confiscation.** We do not cover any loss caused by the confiscation, destruction, or seizure of property by or under the order of any government or public authority. But if the confiscation, destruction or seizure of property was ordered by any government or public authority to prevent the spread of fire, we do provide coverage if the loss caused by fire would be covered under this part of your policy.

**Computer error.** We do not cover any cost to correct a malfunction, error, or deficiency in programming or instructions to a computer or in the computer itself.

## Deluxe House Coverage

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### Exclusions

(continued)

**Neglect.** We do not cover any loss caused by your failure to use all reasonable means to protect property before, at, or after the time of a loss.

**Intentional acts.** We do not cover any loss caused intentionally by a person named in the Coverage Summary, that person's spouse, a family member or a person who lives with you. We also do not cover any loss caused intentionally by a person directed by a person named in the Coverage Summary, that person's spouse, a family member, or a person who lives with you. But we do provide coverage for you or a family member who is not directly or indirectly responsible for causing the intentional loss. An intentional act is one whose consequences could have been foreseen by a reasonable person.

**Faulty planning, construction or maintenance.** We do not cover any loss caused by the faulty acts, errors or omissions of you or any other person in planning, construction or maintenance. It does not matter whether the faulty acts, errors or omissions take place on or off the insured property. But we do insure ensuing covered loss unless another exclusion applies. "Planning" includes zoning, placing, surveying, designing, compacting, setting specifications, developing property and establishing building codes or construction standards. "Construction" includes materials, workmanship, and parts or equipment used for construction or repair.

**Earthquake.** We do not cover any loss caused by earthquake unless shown in your Coverage Summary for that location. But we do insure ensuing covered loss due to fire, explosion, theft, or glass breakage unless another exclusion applies.

**Earth movement.** We do not cover any loss caused by earth movement including volcanic eruptions, landslides, mud flows, and the sinking, rising, or shifting of land. But we do cover losses caused by the eruption of a volcano when the loss is the result of:

- a volcanic blast or airborne shock waves;
- ash, dust, or particulate matter; or
- lava flow.

We also insure ensuing covered loss due to fire, explosion, theft, or glass breakage unless another exclusion applies.

**Acts of war.** We do not cover any loss caused by war, undeclared war, civil war, insurrection, rebellion, revolution, warlike acts by a military force or personnel, any action taken in hindering or defending against any of these, the destruction or seizure of property for a military purpose, or any consequences of any of these acts regardless of any other direct or indirect cause or event, whether covered or not, contributing in any sequence to the loss. If any act that is within this exclusion involves nuclear reaction, radiation, or radioactive contamination, this Acts of war exclusion supercedes the Nuclear or radiation hazard exclusion.

**Nuclear or radiation hazard.** We do not cover any loss caused by nuclear reaction, radiation, or radioactive contamination, whether controlled or uncontrolled, or any consequence of any of these, regardless of any other direct or indirect cause or event, whether covered or not, contributing in any sequence to the loss. But we do insure ensuing covered loss due to fire resulting from a nuclear reaction unless another exclusion applies.

This part of your Masterpiece Policy provides you with coverage against all risk of physical loss to your contents anywhere in the world unless stated otherwise or an exclusion applies.

"Contents" means personal property you or a family member owns or possesses.

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### Payment for a Loss

#### Amount of coverage

The amount of coverage for contents at each house for each occurrence is shown in the Coverage Summary. At the time of a covered loss, the amount of coverage for contents will be adjusted to include any increase in the United States Consumer Price Index calculated from the beginning of the policy period.

If a change in the amount of coverage for your house is made, including the application of extended replacement cost, the amount of coverage for contents will be adjusted proportionately. To reduce the possibility of being underinsured, you should periodically review your amount of coverage for contents and request an increase if you feel the amount of coverage is insufficient.

For a covered loss to contents, the amount of coverage depends on where the loss occurs:

**At a house with contents coverage.** If the covered loss takes place at a listed house with contents coverage in this policy, we will pay up to the amount of contents coverage for that house, for each occurrence.

**Away from your residences.** If the covered loss takes place away from any residence you own or live at, for each occurrence we will choose the single listed location on which the payment is to be made, based upon the most favorable combination of the following:

- amount of contents coverage
- payment basis
- type of contents coverage

Regardless of the number of policies providing you with contents coverage, payment will be made based only on this chosen location and will not be made under more than one policy.

**At your residence not listed in this policy or other policies.** If the covered loss takes place at a residence you own or live at that does not have contents, condominium, cooperative or renters coverage listed in this or any other policy issued by a direct or indirect subsidiary of the Chubb Corporation, we will pay up to 10% of the highest amount of contents coverage in this policy, for each occurrence. However, contents in a newly acquired principal residence is not subject to this limitation for the 60 days immediately after you begin to move your contents there.

We will choose the single listed location on which the payment is to be made, based upon the most favorable combination of the following:

- amount of contents coverage
- payment basis
- type of contents coverage

Regardless of the number of policies providing you with contents coverage, payment will be made based only on this chosen location and will not be made under more than one policy.

# Deluxe Contents Coverage

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## Payment for a Loss

(continued)

### Deductibles

A deductible is that amount we will subtract from the amount of a covered loss we pay. Either the base deductible listed in the Coverage Summary or one of the special deductibles applies to each occurrence, unless stated otherwise.

### Payment basis

Your Coverage Summary indicates the payment basis for contents.

**Replacement cost.** If the payment basis is replacement cost, we will pay the full cost to replace the contents without deduction for depreciation, or the amount required to repair the damage, whichever is less, up to the amount of coverage.

However, for contents which are obsolete or unusable for the purpose for which they were originally intended because of their age or condition, the payment basis will be actual cash value.

**Actual cash value.** If the payment basis is actual cash value, we will pay the cost to replace the contents less depreciation, or the amount required to repair the damage, whichever is less, up to the amount of coverage.

**Pairs, sets, and parts.** For a covered loss to a pair or set, or to part of a larger unit, we will pay whichever is least:

- the cost to repair the damaged property to its condition before the loss;
- the cost to replace it; or
- the cost to make up the difference between its market value before and after the loss.

However, if you agree to surrender the undamaged article(s) of the pair, set, or parts to us and we agree to accept, we will pay you the full replacement cost of the entire pair, set, or parts.

### Special limits

For a covered loss to each category of contents listed below, we will not pay more than the amount shown. For any one occurrence, payment will be under the category providing you with the most coverage. These special limits do not increase the amount of coverage on your contents or on any item covered elsewhere in this policy.

Legal tender, bank notes, stored value cards, bullion, gold, silver, platinum, or tokens ..... \$1,500

Securities, accounts (other than accounts covered under Extra Coverages, Account funds), deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports or tickets ..... \$5,000

However, when this property is located in a bank vault or bank safe deposit box, your full contents coverage away from your residences will apply for a covered loss.

Trailers ..... \$5,000

Watercraft, including their furnishings, equipment, and outboard motors ..... \$10,000



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**Payment for a Loss**

(continued)

Golf carts .....	\$5,000
Jewelry, watches or precious and semi-precious stones, whether set or unset, that are lost, misplaced, or stolen .....	\$5,000
Furs that are lost, misplaced, or stolen .....	\$5,000
Plated ware, silverware, goldware, pewterware, tableware, trays, trophies, and other household and personal articles, other than jewelry, that consist principally of sterling silver, gold, or pewter that are lost, misplaced, or stolen .....	\$10,000
Collectible stamps, coins, and medals .....	\$5,000
However, when this property is located in a bank vault or bank safe deposit box, your full contents coverage away from your residences will apply for a covered loss.	
Guns that are lost, misplaced, or stolen .....	\$5,000
Grave markers or mausoleums .....	\$5,000

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**Deluxe Contents Coverage**

In Deluxe Contents Coverage, a "covered loss" includes **all risk** of physical loss to your contents or other property covered under this part of your Masterpiece Policy, unless stated otherwise or an exclusion applies. Exclusions to this coverage are described in **Exclusions**.

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**Extra Coverages**

In addition to covering the physical loss to your contents, we also provide other related coverages. These coverages are in addition to the amount of coverage for your contents unless stated otherwise or an exclusion applies. All deductibles apply to Extra Coverages unless stated otherwise. Exclusions to these coverages are described in **Exclusions**.

**Business property**

We will pay up to \$25,000 for a covered loss to business property you own or possess. The same payment basis applies to business property as to contents, except that we will pay the cost of replacing or recreating business data contained in books, records and software if it is actually replaced or recreated.

- "Business property" means:
- furniture, supplies, equipment, inventory;
  - books, records; and
  - electronic data processing property; used to conduct your business.

## **Deluxe Contents Coverage**

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### **Extra Coverages**

(continued)

"Electronic data processing property" means:

- electronic data processing equipment, and their accessories;
- software; and
- data stored on software.

#### **Electronic data restoration**

We cover your personal data stored on computer software which you own or possess, anywhere in the world. We will pay up to \$5,000 for replacing or recreating that personal data as a result of a covered loss or computer virus if it is actually replaced or recreated at your expense.

"Computer virus" means an illegal or malicious entry into electronic data processing property which results in functions that distort, corrupt or manipulate the electronic data processing property.

"Electronic data processing property" means:

- electronic data processing equipment, and accessories;
- software; and
- data stored on software.

#### **Account funds**

We will pay up to \$1,500 for the loss of your financial institution account funds due to the unauthorized use of your bankcard, debit card or their account numbers, including unauthorized electronic fund transfers. This coverage is afforded only if there has been compliance with the terms for using the account.

"Account funds" means funds from an account that you or a family member may access.

"Unauthorized use" means removal of funds from your financial institution account without permission from you or a family member. "Unauthorized use" does not mean the removal of funds from your financial institution account:

- in excess of the amount authorized by you or a family member; or
- by a person or entity with unlimited access to these funds.

#### **Food spoilage**

We cover food or wine while contained in a refrigerator or freezer which spoils due to changes or extremes of temperature caused by:

- off premises power interruption;
- interruption of premises power supply; or
- mechanical or electrical breakdown of refrigeration equipment.

This coverage applies only to spoilage which occurs at any residence you own or live at. This payment does not increase the amount of coverage for your contents. For a covered loss to wine, we will not pay more than \$5,000. Our payment is subject to a \$250 deductible, which is waived if there is another loss:

- from the same occurrence;
- covered under any part of this policy; and
- which is subject to a deductible.

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## **Extra Coverages**

(continued)

### **Endangered property**

Covered contents removed from your house because the house is endangered by a covered peril are covered against any peril for up to 90 days. These payments do not increase the amount of coverage for your contents.

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## **Exclusions**

These exclusions apply to your Deluxe Contents Coverage, including the Extra Coverages, unless stated otherwise.

The words "caused by" mean any loss that is contributed to, made worse by, or in any way results from that peril.

**Gradual or sudden loss.** We do not provide coverage for the presence of wear and tear, gradual deterioration, rust, bacteria, corrosion, dry or wet rot, or warping, however caused, or any loss caused by wear and tear, gradual deterioration, rust, bacteria, corrosion, dry or wet rot, or warping. We also do not cover any loss caused by inherent vice, latent defect or mechanical breakdown. But we do insure ensuing covered loss unless another exclusion applies.

**Contamination.** We do not cover any loss caused by the discharge, dispersal, seepage, migration or release or escape of pollutants. Nor do we cover the cost to extract pollutants from land or water, or the cost to remove, restore or replace polluted or contaminated land or water. A "pollutant" is any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. A "contaminant" is an impurity resulting from the mixture of or contact of a substance with a foreign substance. "Waste" includes materials to be disposed of, recycled, reconditioned or reclaimed.

**Loss by animals.** We do not cover any loss caused by:

- birds, vermin, insects, rodents; or
- domestic animals owned or kept by you or a family member.

But we do insure ensuing covered loss unless another exclusion applies.

**Special rules for escaping water.** If any of the causes of loss previously described in the exclusions for Gradual or sudden loss, Contamination, or Loss by animals cause water to escape from within a household appliance, swimming pool, or plumbing, heating, or air conditioning system, we cover the loss caused by the water. We provide this coverage unless an exclusion applies other than the exclusions for Gradual or sudden loss, Contamination, or Loss by animals. We do not cover loss to the appliance, swimming pool, or system itself.

**Freezing water.** We do not cover any loss caused by water freezing in a plumbing, heating, or air conditioning system, or household appliance if the house is vacant, unoccupied, or being constructed, unless you used reasonable care to maintain heat in the building or shut off and drained the water system or appliance. But we do insure ensuing covered loss unless another exclusion applies.

## **Deluxe Contents Coverage**

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### **Exclusions**

(continued)

**Surface water.** We do not cover any loss caused by:

- flood, surface water, waves, tidal water, overflow of water from a body of water, or water borne material from any of these, including when any such waters or water borne material enters and backs up or discharges from or overflows from any sewer or drain located outside of or on the exterior of a fully enclosed structure;
- run off of water or water borne material from a paved surface, driveway, walkway, patio, or other similar surface; or
- spray from any of these, even if driven by wind.

But we do insure ensuing covered loss unless another exclusion applies. We also cover surface water damage to contents away from any residence you own or live at, unless another exclusion applies.

**Ground water.** We do not cover any loss caused by water or water borne material in the ground, or by its pressure, leakage, or seepage. But we do insure ensuing covered loss unless another exclusion applies. We also cover ground water damage to contents away from any residence you own or live at, unless another exclusion applies.

**Computer error.** We do not cover any cost to correct a malfunction, error, or deficiency in programming or instructions to a computer or in the computer itself.

**Business property.** We do not cover any loss to business property other than as provided under Extra Coverages.

**Tenant property.** We do not cover any loss to property of roomers, boarders, or other tenants. But we do cover personal property of your guests, domestic workers or relatives while it is on any residence premises shown in the Coverage Summary where you or a family member live, or any other residence you do not own that you or a family member occupy.

**Motorized land vehicles.** We do not cover any loss to a motorized land vehicle. But we do cover motorized land vehicles used solely on and to service a residence premises shown in the Coverage Summary. We also cover motorized land vehicles used to assist the disabled that are not designed for or required to be registered for use on public roads. This exclusion does not apply to golf carts.

**Special exclusions for golf carts.** We do not cover any loss arising out of the ownership or operation of a golf cart when it is:

- subject to motor vehicle registration;
- used to carry people or property for a fee, or rented to others;
- used for any business purpose except if you or a family member is using the golf cart on a golfing facility while entertaining business clients;
- used during instruction, practice, preparation for, or participation in any competitive, prearranged or organized racing, speed contest, rally, gymkhana, sports event, stunting activity, or timed event of any kind; or
- used on a racetrack, test track or other similar course.

We do not cover any loss to a golf cart caused by:

- overheating, or electrical or structural breakdown or failure; or
- repairing, refinishing, renovating, or being worked on, but we do insure ensuing covered loss due to fire or explosion.

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**Exclusions**

(continued)

**Theft of certain electronic equipment from a motorized land vehicle.** We do not cover any theft or attempted theft of:

- sound or visual reproducing, receiving, displaying and transmitting equipment;
- data processing equipment;
- global positioning systems;
- scanning monitors, radar and laser detectors; or
- any other similar equipment, including their accessories and antennas from a motorized land vehicle if the equipment is permanently installed or removable from a housing unit permanently installed in the vehicle.

**Repairs and renovations.** We do not cover loss caused by repairing, refinishing, or renovating contents except jewelry, watches, and furs.

**Watercraft accidents.** We do not cover any loss to watercraft, including its trailer, furnishings, equipment and out board motor, caused by the sinking, swamping, stranding, capsizing, upset or collision of that watercraft or its trailer. But we do cover loss caused by the collision of that watercraft with a land vehicle unless another exclusion applies.

**Dampness or temperature.** We do not cover loss caused by air dampness, water vapor or temperature extremes unless the direct cause of loss is rain, snow, sleet or hail. This exclusion does not apply to the Extra Coverage for Food spoilage.

**Fungi and mold.** We do not provide coverage for the presence of mold, however caused, or any loss caused by mold. But we do cover mold resulting from fire or lightning unless another exclusion applies. "Mold" means fungi, mold, mold spores, mycotoxins, and the scents and other byproducts of any of these.

**Confiscation.** We do not cover any loss caused by the confiscation, destruction, or seizure of property by or under the order of any government or public authority. But if the confiscation, destruction or seizure of property was ordered by any government or public authority to prevent the spread of fire, we do provide coverage if the loss caused by fire would be covered under this part of your policy.

**Breakage of fragile articles.** We do not cover breakage of fragile articles, including any type of: eyeglasses, crystal, china not regularly used, porcelains, figurines, statues, sculptures, mirrors, bric-a-brac and similar items. But we do cover breakage caused by fire, lightning, wind, hail, or smoke (except industrial or agricultural smoke); by explosion, riot, civil commotion, aircraft, or vehicles; by vandalism, malicious mischief, or collapse of a building or part of a building; by earth movement, earthquake, water, theft, or attempted theft; or by the sudden and accidental tearing apart, cracking, burning, or bulging of a plumbing, heating, or air conditioning system or household appliance, unless another exclusion applies.

Fragile articles do not include jewelry, watches, bronzes, cameras, and photographic lenses.

**Personal property insured with other companies.** We do not cover loss to personal property separately described and insured with a specific value or insured on a blanket basis under a personal articles floater policy or similar policy not issued by a direct or indirect subsidiary of The Chubb Corporation.

## **Deluxe Contents Coverage**

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### **Exclusions**

(continued)

**Loss to animals.** We do not cover any loss to animals, birds, or fish.

**Aircraft.** We do not cover any loss to an aircraft or aircraft parts.

**Intentional acts.** We do not cover any loss caused intentionally by a person named in the Coverage Summary, that person's spouse, a family member or a person who lives with you. We also do not cover any loss caused intentionally by a person directed by a person named in the Coverage Summary, that person's spouse, a family member, or a person who lives with you. But we do provide coverage for you or a family member who is not directly or indirectly responsible for causing the intentional loss. An intentional act is one whose consequences could have been foreseen by a reasonable person.

**Misappropriation.** We do not cover any loss caused by the taking or other misappropriation by or directed by a person named in the Coverage Summary, that person's spouse, a family member, or a person who lives with you. This exclusion does not apply to the taking or other misappropriation by your domestic workers, guests or tenants, unless the misappropriation was directed by a person named in the Coverage Summary, that person's spouse, a family member, or a person who lives with you.

**Faulty planning, construction or maintenance.** We do not cover any loss caused by the faulty acts, errors or omissions of you or any other person in planning, construction or maintenance. It does not matter whether the faulty acts, errors or omissions take place on or off the insured property. But we do insure ensuing covered loss unless another exclusion applies. "Planning" includes zoning, placing, surveying, designing, compacting, setting specifications, developing property and establishing building codes or construction standards. "Construction" includes materials, workmanship, and parts or equipment used for construction or repair.

**Neglect.** We do not cover any loss caused by your failure to use all reasonable means to protect property before, at, or after the time of a loss.

**Acts of war.** We do not cover any loss caused by war, undeclared war, civil war, insurrection, rebellion, revolution, warlike acts by a military force or personnel, any action taken in hindering or defending against any of these, the destruction or seizure of property for a military purpose, or any consequences of any of these acts regardless of any other direct or indirect cause or event, whether covered or not, contributing in any sequence to the loss. If any act that is within this exclusion involves nuclear reaction, radiation, or radioactive contamination, this Acts of war exclusion supercedes the Nuclear or radiation hazard exclusion.

**Nuclear or radiation hazard.** We do not cover any loss caused by nuclear reaction, radiation, or radioactive contamination, whether controlled or uncontrolled, or any consequence of any of these, regardless of any other direct or indirect cause or event, whether covered or not, contributing in any sequence to the loss. But we do insure ensuing covered loss due to fire resulting from a nuclear reaction unless another exclusion applies.

This part of your Masterpiece Policy provides you with coverage against all risk of physical loss to your valuable articles anywhere in the world unless stated otherwise or an exclusion applies.

"Valuable article" means personal property you own or possess for which an amount of coverage is shown in the **Valuable Articles** section of your Coverage Summary.

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### Payment for a Loss

#### Amount of coverage

The amount of coverage for each category of valuable articles, and for each itemized article, is shown in your Coverage Summary.

To help you maintain an appropriate amount of coverage, if itemized jewelry is shown in your Coverage Summary, we increase the amount of coverage for each article of itemized jewelry annually by a percentage based on industry trends for jewelry values plus, if you request, an additional percentage amount.

#### Itemized articles

For a covered loss to an article listed in your schedule of itemized articles, we will pay as follows:

**Total loss.** If the itemized article is totally destroyed or lost, we will pay the amount of itemized coverage for that article. However, if the market value of the itemized article immediately before the loss exceeds the amount of itemized coverage for that article, we will pay its market value immediately before the loss, up to 150% of the amount of itemized coverage for that article, but not more than the Maximum amount of coverage.

**Partial loss.** If the itemized article is partially lost or damaged, you may choose to restore the article and we will pay to restore it to its condition immediately before the loss up to the amount of itemized coverage for that article. If you choose not to restore the article, or the article cannot be fully restored to its condition immediately before the loss, we will pay the restoration costs, if restoration is attempted, plus any loss of market value, up to 150% of the amount of itemized coverage for that article, but not more than the Maximum amount of coverage.

The loss of market value is determined as follows:

- If the amount of coverage for the article is less than the market value immediately before the loss, we will apply the percentage change to the market value immediately before the loss.
- If the amount of coverage for the article is equal to or greater than the market value immediately before the loss, we will apply the percentage change to the amount of coverage for that article.

"Percentage change" means the change in market value resulting from the covered loss, after restoration if any, expressed as a percentage.

**Maximum amount of coverage.** The maximum amount we will pay for a covered loss to one or more itemized articles in any one category of valuable articles is the amount of itemized coverage shown in the Coverage Summary for the applicable category of valuable articles.

## Valuable Articles Coverage

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### Payment for a Loss

(continued)

**In-vault jewelry.** Itemized jewelry described in the Coverage Summary as "in-vault" must be kept in a bank vault. There is no coverage for these items while they are out of a vault, unless we agree in advance to cover them.

#### Blanket coverage

For a covered loss to valuable articles with blanket coverage, we will pay the amount required to repair or replace the property, whichever is less, without deduction for depreciation. If the restored value is less than the market value immediately prior to the loss, we will pay the difference. But we will not pay more than the amount of blanket coverage for that category. And we will not pay more than the blanket limit per item for loss to any one article as shown in the Coverage Summary.

The following valuable articles are eligible for blanket coverage:

**Jewelry.** An article of personal adornment containing gemstones, silver, gold, platinum, or other precious metals or alloys.

**Furs.** Garments made of, trimmed in, or consisting principally of fur.

**Fine arts.** Private collections of paintings, etchings, pictures, tapestries, art glass windows, other bona fide works of art (for example, statues, antiques, rare books and manuscripts, porcelains, rare glass, crystal), and items of historical value or artistic merit.

**Silverware.** Sterling silver, gold, or pewter: plated ware, tableware, trays, trophies, and other household and personal articles other than jewelry.

**Stamps and coins.** Stamps and/or coins contained in an individually owned stamp and/or coin collection and not owned by dealers or auctioneers. This includes other philatelic property, including books, pages and mountings; and other numismatic property including coin albums, containers, frames, cards and display cabinets used with your collection.

**Musical instruments.** Musical instruments and equipment.

**Cameras.** Cameras, projection machines, films, and related equipment.

**Collectibles.** Private collections of rare, unique or novel items of personal interest (for example, dolls, banks, guns, model trains, wine) including memorabilia.

#### Pairs, sets, and parts

If the covered loss is to part of a pair or set, or larger unit listed in your schedule of itemized articles, you may choose either of the following:

- If you do not surrender the undamaged article(s) of the pair, set or unit, we will pay the covered loss as a partial loss for the damaged article(s) of the pair, set or unit as previously described under **Itemized articles.**
- If you agree to surrender the undamaged article(s) of the pair, set or unit to us, we will pay the covered loss as a total loss for that pair, set or unit as previously described under **Itemized articles.**

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### **Payment for a Loss**

(continued)

If the covered loss is to part of a pair or set, or larger unit with blanket coverage we will pay whichever is least:

- the cost to repair the damaged property to its condition before the loss;
- the cost to replace it; or
- the difference between its market value immediately before and after the loss.

If you agree to surrender the undamaged article(s) of the pair, set or unit to us and we agree to accept, we will pay you the full replacement cost of the entire pair, set or unit, as a total loss, subject to the applicable blanket limit per item and amount of blanket coverage for that valuable articles category.

"Replacement cost" means the amount required to repair or replace the pair, set, or unit, whichever is less.

### **Our option**

When we pay for a total loss, we may keep all or part of the damaged property.

### **Recoveries**

If we pay for a covered loss to property and we recover that property, we agree to offer you an opportunity to buy it back. We will offer it to you at no higher an amount than we paid to you for that property.

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## **Valuable Articles Coverage**

In Valuable Articles Coverage, a "covered loss" includes **all risk** of physical loss to valuable articles unless stated otherwise or an exclusion applies. Exclusions to this coverage are described in **Exclusions**.

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### **Extra Coverages**

In addition to covering the physical loss to your valuable articles, we also provide other related coverages. These coverages are in addition to the amount of coverage for your valuable articles unless stated otherwise or an exclusion applies. Exclusions to these coverages are described in **Exclusions**.

#### **Newly acquired valuable articles**

For some categories of valuable articles, we automatically cover newly acquired articles that you own if you already have itemized articles shown on the Coverage Summary in that category. The amount of coverage for these articles is described below.

**Fine arts.** We cover your newly acquired fine arts for 25% of your total itemized coverage for fine arts. But you must request coverage for the newly acquired fine arts within 90 days after you acquire them, and pay the additional premium from the date acquired. We reserve the right not to insure the newly acquired articles after the 90th day.

## Valuable Articles Coverage

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### Extra Coverages

(continued)

**Jewelry.** We cover your newly acquired jewelry for 25% of your total itemized coverage for jewelry. But you must request coverage for the newly acquired jewelry within 90 days after you acquire them, and pay the additional premium from the date acquired. We reserve the right not to insure the newly acquired articles after the 90th day.

**Furs, cameras, musical instruments, and collectibles.** We cover your newly acquired furs, cameras, musical instruments, and collectibles for 25% of your total itemized coverage in the same category. But you must request coverage for these newly acquired articles within 90 days after you acquire them, and pay the additional premium from the date acquired. We reserve the right not to insure the newly acquired articles after the 90th day.

### Fine art expenses

As described below, we pay for expenses you incur for defective title and works in progress. These extra coverages apply only if an amount of coverage for fine art, either blanket or itemized, is shown in your Coverage Summary.

**Defective title.** We will pay for reasonable legal costs you incur due to claims made against you for lack of title or defective title to a fine art covered under this policy, of which you were not aware, up to \$100,000 with prior notice to us before incurring any fees or expenses. The most we will pay for all claims for defective title or lack of title during the policy period regardless of the number of claims or the number of articles is \$100,000. This coverage only applies to claims made against you and reported to us during the policy period. This coverage does not apply to defective title or lack of title to a fine art, including legal costs incurred: that were known by you prior to taking possession of the article, or could have been discovered by you by making reasonable and proper inquiries as to the article's provenance before receiving it; to an article that has been sold; to any debt incurred by you from a pledge or lien on the article; or arising from your bankruptcy, insolvency, receivership, liquidation or other financial restructuring or difficulties.

**Works in progress.** We cover uncompleted works of art by an artist commissioned by you that are damaged or destroyed by a peril that would be covered under this policy prior to completion or which cannot be completed by the artist due to the artist's death. We will pay for the costs you incurred for the materials or supplies for the artist and the contracted costs for labor up to \$100,000 but not more than the amount of nonrecoverable deposits or the full commission price if prepaid. This is the most we will pay regardless of the number of policies providing you with coverage for fine art issued by a direct or indirect subsidiary of the Chubb Corporation.

### Jewelry works in progress

If an amount of coverage for itemized or blanket jewelry is shown in your Coverage Summary, we cover uncompleted articles of jewelry by a jeweler or designer commissioned by you that are stolen, or damaged or destroyed by a peril that would be covered under this policy, or which cannot be completed by the jeweler or designer due to the death or insolvency of the jeweler or the designer.

We will pay the costs you incurred for the materials or supplies (whether supplied by you or the jeweler or designer, and only if nonrecoverable from the jeweler or designer), the contracted costs for labor, and nonrecoverable deposits, up to \$100,000 in any one occurrence. This is the most we will pay regardless of the number of jewelry articles involved in the occurrence or the number of policies providing you with coverage for jewelry issued by a direct or indirect subsidiary of the Chubb Corporation.

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**Extra Coverages**

(continued)

**Jewelry on loan or consignment**

If an amount of coverage for itemized jewelry is shown in your Coverage Summary, we will pay up to 25% of your total itemized coverage for jewelry, but not more than \$100,000, for a loss that would be covered under this policy for jewelry articles on loan, on consignment or rented to you from a jeweler for up to seven days. This is the most we will pay regardless of the number of jewelry articles involved in the occurrence or the number of policies providing you with coverage for jewelry issued by a direct or indirect subsidiary of the Chubb Corporation. The retail value of the jewelry article(s) on the day you take possession is the amount of coverage for a jewelry article at the time of a covered loss.

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**Exclusions**

These exclusions apply to your Valuable Articles Coverage, including the Extra Coverages, unless stated otherwise.

The words "caused by" mean any loss that is contributed to, made worse by, or in any way results from that peril.

**Musical and photographic articles used for profit.** We do not cover any loss to musical instruments, cameras, or related equipment used for profit, except in an incidental business activity that does not have gross revenues of \$5,000 or more in any year and conforms to local, state and federal laws.

**Intentional acts.** We do not cover any loss caused intentionally by a person named in the Coverage Summary, that person's spouse, a family member or a person who lives with you. We also do not cover any loss caused intentionally by a person directed by a person named in the Coverage Summary, that person's spouse, a family member, or a person who lives with you. But we do provide coverage for you or a family member who is not directly or indirectly responsible for causing the intentional loss. An intentional act is one whose consequences could have been foreseen by a reasonable person.

**Misappropriation.** We do not cover any loss caused by the taking or other misappropriation by or directed by a person named in the Coverage Summary, that person's spouse, a family member, or a person who lives with you. This exclusion does not apply to the taking or other misappropriation by your domestic workers, guests or tenants, unless the misappropriation was directed by a person named in the Coverage Summary, that person's spouse, a family member, or a person who lives with you.

**Gradual or sudden loss.** We do not provide coverage for the presence of wear and tear, gradual deterioration, rust, bacteria, corrosion, dry or wet rot, or warping, however caused, or any loss caused by wear and tear, gradual deterioration, rust, bacteria, corrosion, dry or wet rot, warping, insects or vermin. We also do not cover any loss caused by inherent vice, latent defect or mechanical breakdown. But we do insure ensuing covered loss unless another exclusion applies.

## Valuable Articles Coverage

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### Exclusions

(continued)

**Confiscation.** We do not cover any loss caused by the confiscation, destruction, or seizure of property by or under the order of any government or public authority. But if the confiscation, destruction or seizure of property was ordered by any government or public authority to prevent the spread of fire, we do provide coverage if the loss caused by fire would be covered under this part of your policy.

**Computer error.** We do not cover any loss caused by an error in computer programming or instructions to the computer.

**Acts of war.** We do not cover any loss caused by war, undeclared war, civil war, insurrection, rebellion, revolution, warlike acts by a military force or personnel, any action taken in hindering or defending against any of these, the destruction or seizure of property for a military purpose, or any consequences of any of these acts regardless of any other direct or indirect cause or event; whether covered or not, contributing in any sequence to the loss. If any act that is within this exclusion involves nuclear reaction, radiation, or radioactive contamination, this Acts of war exclusion supercedes the Nuclear or radiation hazard exclusion.

**Nuclear or radiation hazard.** We do not cover any loss caused by nuclear reaction, radiation, or radioactive contamination, whether controlled or uncontrolled, or any consequence of any of these, regardless of any other direct or indirect cause or event, whether covered or not, contributing in any sequence to the loss. But we do insure ensuing covered loss due to fire resulting from a nuclear reaction unless another exclusion applies.

**Special exclusions for fine arts.** We do not cover any loss to fine arts caused by repairing, restoring, or retouching. We also do not cover any loss to fine arts while exhibited at a fairground, or at the premises of a national or international exposition, unless we agree in advance to cover the fine arts.

**Special exclusions for stamps and coins.** We do not cover any loss to stamps or coins caused by:

- fading, creasing, denting, scratching, tearing, thinning, color transfer, dampness, or temperature extremes; or
- handling or being worked on.

We also do not cover the disappearance of an individual stamp, coin, or other item that is insured as part of a collection unless it is mounted in a volume and the page is also lost.

**Special exclusions for collectibles.** We do not cover any loss to collectibles caused by:

- fading, creasing, denting, scratching, tearing, thinning, color transfer, dampness, change in temperature, or temperature extremes;
- repairing, restoring, retouching or being worked on; or
- use other than as a collectible.

However, we do cover loss to wine caused by change in temperature or temperature extremes due to loss of utility service or premises power supply, or mechanical or electrical breakdown of climate control equipment.

This part of your Masterpiece Policy provides you with coverage against all risk of physical loss to your vehicles unless stated otherwise or an exclusion applies.

This coverage applies to a loss occurring anywhere in the United States of America, its territories or possessions, Puerto Rico or Canada, including an occurrence involving a vehicle while being transported between the above listed locations.

"Vehicle" means any vehicle garaged in Ohio, except those shown as a collector vehicle in the Coverage Summary, for which "agreed value" or "market value" is shown in the **Vehicle Physical Damage** section of the Coverage Summary.

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## **Payment for a Loss**

### **Amount of coverage**

The amount of coverage for each vehicle is shown in the Coverage Summary. You may insure a vehicle for its market value or an agreed value (amount that you and we agree on).

**Agreed value.** If the vehicle is insured for an agreed value, the amount of coverage is listed in the Coverage Summary. You agree that we may change this amount when the policy is renewed to reflect current costs and values.

**Market value.** If the vehicle is insured for its market value, the amount of coverage is the average retail value of the vehicle.

### **Deductible**

A deductible listed in the Coverage Summary applies to each occurrence. But it does not apply to a total loss to a vehicle covered for agreed value.

If a covered loss involves two or more vehicles covered under this policy, in the same occurrence, the lesser of the deductibles will apply once to the loss.

If a covered loss involves both:

- a vehicle covered under this part of this policy; and
  - contents in that vehicle which is covered under any part of this policy or any other policy issued by a direct or indirect subsidiary of The Chubb Corporation, and
- a deductible would apply to both losses in the same occurrence; the lesser of the deductibles will apply once to the loss. This provision does not apply to covered losses for contents subject to any Home and Contents special deductibles, to window glass losses not subject to a deductible, or to agreed value losses not subject to a deductible.

"Contents" means personal property you or a family member owns or possesses.

### **Payment basis**

For a covered loss to a vehicle, we will pay as follows:

**Total loss.** If the vehicle is stolen or totally destroyed, we will pay the amount of coverage. But we will reduce our payment by any amount paid for a previous loss to that vehicle if the damage was not repaired.

## **Auto Preference® Vehicle Physical Damage Coverage**

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### **Payment for a Loss**

(continued)

If the vehicle is insured for an agreed value, the amount of coverage will be the greater of the agreed value or the market value. However, if your vehicle is a new vehicle and is stolen and not recovered or totally destroyed within one year of the date of purchase, we will pay the greater of:

- the agreed value of your vehicle when the vehicle was first added to your policy;
- the purchase price of your vehicle;
- the cost to replace your vehicle with:
  - a vehicle of the same model year, make, model, and body style with similar factory-installed options; or
  - a new vehicle of the most current model year, same make, and same model and body style with similar factory-installed options, if available.

However, we do not cover acquisition costs except sales tax.

Any payment made under Lease gap coverage is in addition to the amount of coverage for that vehicle.

"New vehicle" means a newly manufactured vehicle that has not been previously owned, titled, or registered.

A vehicle is considered stolen when the entire vehicle is stolen and not recovered within 30 days.

A vehicle is considered totally destroyed when the salvage value (determined by us) plus the cost (labor and parts of like kind and quality without deduction for depreciation) necessary to repair the vehicle is equal to or greater than the market value of the vehicle.

**Partial loss.** If the vehicle is partially damaged, we will pay the amount required to repair or replace, whichever is less, the damaged part(s) without deduction for depreciation, up to the amount of coverage for each occurrence with labor and parts of like kind and quality. We will use original equipment manufacturer parts, except for window glass replacement, for repairs arising out of a covered loss to your vehicle, unless the parts are no longer manufactured or no longer available.

### **Our options**

When we pay for a total loss, we may keep all or part of the damaged vehicle.

If a stolen vehicle is recovered, we may return it to you at the garage location shown in the Coverage Summary. If we return a stolen vehicle, we will pay for any damage resulting from the theft.

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## **Auto Preference Vehicle Physical Damage Coverage**

Two kinds of physical damage coverage are available for vehicles: "comprehensive and collision" and "comprehensive only." Your Coverage Summary indicates the type of coverage that applies to each vehicle. Exclusions to both coverages are described in **Exclusions**.

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**Auto Preference Vehicle Physical Damage Coverage**

(continued)

**Comprehensive and collision coverage**

If comprehensive and collision coverage are both shown for a vehicle, a "covered loss" includes **all risk** of physical loss to that vehicle including collision unless stated otherwise or an exclusion applies.

"Collision" is any direct and accidental loss by collision with another object, or by the overturning of the vehicle.

**Comprehensive coverage only**

If only comprehensive coverage is shown for a vehicle, a "covered loss" includes **all risk** of physical loss to that vehicle unless stated otherwise or an exclusion applies. There is no coverage for collision.

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**Extra Coverages**

In addition to covering the physical loss to your vehicles, we also provide other related coverages. These coverages are in addition to the amount of coverage for your vehicles unless stated otherwise or an exclusion applies. The deductible applies to Extra Coverages unless stated otherwise. Exclusions to these coverages are described in **Exclusions**.

If comprehensive and collision coverage both apply to any vehicle named in the Coverage Summary, they also apply to the extra coverages for permanent electronic equipment, newly acquired vehicles, vehicles purchased abroad, trailers, temporary substitute vehicles, air bags, child safety restraint system replacement, and pet injury. Otherwise, only comprehensive coverage applies.

**Lease gap coverage**

If Lease gap coverage is shown in your Coverage Summary and if your covered vehicle is stolen or totally destroyed by a covered loss, we will pay any unpaid amount due on the lease in excess of its market value, including any security deposit applied to the unpaid amount due and not refunded by the lessor or any early termination charge specified in your lease. But we do not cover any unpaid amounts due to:

- overdue lease payments at the time of the loss;
- financial penalties imposed under a lease for wear and tear or high mileage;
- costs for extended warranties, Credit Life Insurance, Health, Accident or Disability insurance purchased with the lease; or
- carry-over balances from previous loans or leases.

If you surrender your vehicle to a lessor and that lessor imposes charges due to physical damage caused by a peril that would be covered under this policy for that vehicle, we will pay for these charges if you submit the claim for these charges within 30 days after the lease contract terminates.

**Auto Preference®  
Vehicle Physical  
Damage Coverage**

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**Extra Coverages**

(continued)

**Permanent electronic equipment**

In the event of a covered loss, we cover:

- sound or visual image reproducing, receiving, and transmitting equipment;
- data processing equipment;
- global positioning systems;
- scanning monitors, radar and laser detectors;
- car phones;
- garage door openers; or
- any other similar equipment, including their accessories and antennas, that is permanently installed or removable from a housing unit permanently installed in a vehicle.

This equipment must be:

- designed to be solely operated by use of the power from the vehicle's electrical system; and
- in or on the vehicle at the time of a covered loss.

These payments do not increase the amount of coverage for your vehicle.

**Newly acquired vehicles**

We cover any vehicle you acquire during the policy period unless it is a pickup, panel truck, or van used in a business, up to its verifiable purchase price or market value, whichever is greater. But you must request coverage for the newly acquired vehicle within 30 days after you acquire it, and pay the additional premium from the date acquired.

**Vehicles purchased abroad**

We cover any vehicle you purchase outside of the United States or Canada up to its market value. But you must request coverage for the new vehicle within 30 days after you acquire it, and pay the additional premium from the date acquired.

**Trailers**

We provide \$3,000 of coverage for any camper body or trailer you own. For a covered loss to a trailer, we will pay the amount required to repair or replace it, up to its cost new or \$3,000, whichever is less. Our payment is subject to a \$250 deductible.

If you acquire a camper body or trailer worth more than \$3,000 during the policy period, we cover it up to its cost new. But you must request coverage for the camper body or trailer within 30 days after you acquire it, and pay the additional premium from the date acquired.

**Temporary substitute vehicles**

If any vehicle with Auto Preference Vehicle Physical Damage Coverage is out of normal use because of its breakdown, repair, servicing, loss, or destruction, we cover any vehicle or trailer you do not own while being used as a temporary substitute for that vehicle. But we do not cover temporary substitute vehicles being used for any purpose other than replacing that vehicle while it is out of normal use.

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## **Extra Coverages**

(continued)

### **Towing**

If your vehicle is disabled by a covered comprehensive or collision loss, we cover the fair cost of towing and any labor performed at the place of disablement. There is no deductible for this coverage.

### **Road service coverage**

If Road service coverage is shown in your Coverage Summary for a vehicle and that vehicle is disabled for any reason, we will pay the reasonable costs for towing, up to a distance of 200 miles from the place of disablement, and labor costs incurred at the place of disablement. There is no deductible for this coverage.

### **Loss of use**

If your vehicle cannot be used because of a covered loss, we cover the following reasonable additional expenses you incur as a result of the covered loss, up to a maximum of \$15,000:

- transportation expenses;
  - meals, lodging and phone expenses if you are more than 50 miles from your closest residence.
- There is no deductible for this coverage.

### **Window glass coverage**

We provide coverage for window glass replacement in the event of a covered loss. No deductible applies if the window glass is repaired rather than replaced.

### **Full window glass coverage**

If Full window glass coverage is shown in your Coverage Summary, we provide window glass replacement in the event of a covered loss to a covered vehicle. There is no deductible for this coverage.

### **Air bags**

We cover the full cost of replacing the air bags in a vehicle with like kind and quality. There is no deductible for this coverage. These payments do not increase the amount of coverage for your vehicle.

### **Lock replacement**

If the keys or remote unlocking devices to your vehicle are lost or stolen, we will pay the costs to re-key or replace the locks with like kind and quality and to replace the keys or remote unlocking devices. We also pay for the necessary labor costs to retrieve keys or remote unlocking devices that are accidentally locked in the vehicle. There is no deductible for this coverage.

### **Child safety restraint system replacement**

If there is a covered loss to your vehicle, except a loss to window glass, we cover the cost to replace a vehicle child safety restraint system used in that vehicle. There is no deductible for this coverage.

**Auto Preference®  
Vehicle Physical  
Damage Coverage**

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**Extra Coverages**

(continued)

"Child safety restraint system" means any device, such as an infant carrier, infant or toddler seat, a convertible safety seat, or booster seat located in your vehicle at the time of a covered loss which is designed to restrain, seat, or position a child in a vehicle.

**Pet injury coverage**

If one or more of your domestic pets, which is not primarily owned or kept for business use, is injured or dies as a result of a covered loss to your vehicle or trailer, we will pay for the necessary, reasonable expenses you incur to treat, euthanize, cremate, bury, and replace these pets, up to \$2,000 for any one occurrence regardless of the number of pets involved in the occurrence. There is no deductible for this coverage.

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**Exclusions**

These exclusions apply to your Auto Preference Vehicle Physical Damage Coverage, including the Extra Coverages, unless stated otherwise.

**Intentional acts.** We do not cover any loss caused intentionally by a person named in the Coverage Summary, that person's spouse, a family member, or a person who lives with you. We also do not cover any loss caused intentionally by a person directed by a person named in the Coverage Summary, that person's spouse, a family member, or a person who lives with you. An intentional act is one whose consequences could have been foreseen by a reasonable person.

**Vehicles used for a fee.** We do not cover any loss arising out of the ownership or operation of a vehicle while it is being used to carry people or property for a fee. This exclusion does not apply to a shared-expenses car pool.

**Racing or track usage.** We do not cover any loss arising out of the ownership, maintenance or use of any vehicle:

- during instruction, practice, preparation for, or participation in any competitive, prearranged or organized racing, speed contest, rally, gymkhana, sports event, stunting activity, or timed event of any kind; or
- on a racetrack, test track or other course of any kind.

**Breakdown.** We do not cover any loss caused by wear and tear, freezing, mechanical or electrical breakdown, or road damage to tires, unless the loss resulted from the total theft of the vehicle.

**Fungi and mold.** We do not provide coverage for the presence of mold, however caused, or any loss caused by mold. "Mold" means fungi, mold, mold spores, mycotoxins, and the scents and other byproducts of any of these.

**Confiscation.** We do not cover a total loss caused by the confiscation, destruction, or seizure of your covered vehicle by or under the order of any government or public authority.

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**Exclusions**

(continued)

**Electronic equipment.** We do not cover any loss to electronic equipment, other than as provided under the Extra Coverage, Permanent electronic equipment.

**Tapes and discs.** We do not cover any loss to:

- tapes;
- compact discs;
- computer discs;
- laser discs; or
- any other similar devices or accessories, for use with digital video devices or video equipment, sound reproducing, receiving or transmitting equipment, or data processing equipment.

**Acts of war.** We do not cover any loss caused by war, undeclared war, civil war, insurrection, rebellion, revolution, warlike acts by a military force or personnel, any action taken in hindering or defending against any of these, the destruction or seizure of property for a military purpose, or any consequences of any of these acts regardless of any other direct or indirect cause or event, whether covered or not, contributing in any sequence to the loss. If any act that is within this exclusion involves nuclear reaction, radiation, or radioactive contamination, this Acts of war exclusion supercedes the Nuclear or radiation hazard exclusion.

**Nuclear or radiation hazard.** We do not cover any loss caused by nuclear reaction, radiation, or radioactive contamination, whether controlled or uncontrolled, or any consequence of any of these, regardless of any other direct or indirect cause or event, whether covered or not, contributing in any sequence to the loss. But we do insure ensuing covered loss due to fire resulting from a nuclear reaction unless another exclusion applies.

This part of your Masterpiece Policy provides you with coverage from the owner or operator of an uninsured or underinsured vehicle unless stated otherwise or an exclusion applies.

This coverage applies to a loss occurring anywhere in the United States of America, its territories or possessions, Puerto Rico or Canada, including an occurrence involving a covered vehicle while being transported between the above listed locations.

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### **Payment for a Loss**

#### **Amount of Coverage**

The amount of coverage for uninsured/underinsured motorists protection is shown in the Coverage Summary. We will not pay more than that amount for covered damages from any one occurrence, regardless of the number of:

- vehicles or covered persons involved in the occurrence;
- claims made;
- policies; or
- vehicles listed on this policy and any corresponding premiums charged for those vehicles.

If uninsured motorist protection property damage coverage is shown in the Coverage Summary, the amount of coverage provided is \$7,500 or the amount of coverage shown in the Coverage Summary for the covered vehicle, whichever is less.

#### **Deductible**

If uninsured motorists protection property damage is shown in the Coverage Summary, a deductible applies. The Coverage Summary shows the amount of the deductible.

#### **Duplication of benefits**

We will not duplicate any payments paid or payable under any worker's compensation, disability benefits, or similar law. And we will deduct from our payments under this coverage any payment the covered person is entitled to recover under any applicable bodily injury liability bonds or policies, including this policy or under any disability benefits or similar law. And we will deduct our payments under this coverage from any payment the covered person is entitled to recover under this policy. No one will be entitled to recover duplicate payments for the same elements of loss.

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### **Uninsured/Underinsured Motorists Protection**

We will pay to a covered person damages for bodily injury that the person is legally entitled to receive from the owner or operator of an uninsured or underinsured motorized land vehicle. If uninsured motorists protection property damage coverage is also shown in the Coverage Summary, we will pay damages for property damage that a covered person is legally entitled to receive from the owner or operator of an uninsured motorized land vehicle. We cover both of these damages from a motor vehicle accident, unless stated otherwise or an exclusion applies. Exclusions to this coverage are described in **Exclusions**.

## **Uninsured/Underinsured Motorists Protection**

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### **Uninsured/Underinsured Motorists Protection**

(continued)

In lieu of the definition for "you" in the Introduction, the following definition of "you" applies:

"You" means the person named in the Coverage Summary, and a spouse who lives with that person. If the spouse no longer lives with the person named in the Coverage Summary, the spouse will still be considered "you" until the earlier of:

- the end of the 90 days following the spouse's change of residency;
- the effective date of another policy listing the spouse as a named insured; or
- the date this policy is no longer in effect.

A "covered person" means:

- you or a family member;
- any person in your covered vehicle;
- any person who is legally entitled to recover damages because of covered bodily injury sustained by you or a family member or any person in your covered vehicle; or
- any combination of the above.

A "covered vehicle" means:

- any vehicle named in the Coverage Summary;
- any motor vehicle you acquire during the policy period **except** a pickup, panel truck or van used in a business, (but you must request coverage for it within 30 days after you become the owner and pay the additional premium from the date acquired);
- any motor vehicle you purchase outside the United States or Canada, for 30 days after you acquire ownership;
- any trailer you own; or
- any motor vehicle you do not own while being used as a temporary substitute for another covered vehicle that is out of normal use because of its breakdown, repair, servicing, loss, or destruction.

"Collector vehicle" means any vehicle shown as a collector vehicle in the Coverage Summary that is maintained primarily for use in car club activities, exhibitions, parades, functions of public interest or for a private collection, and is used infrequently for other purposes.

"Damages" means the sum that is paid or is payable to satisfy a claim settled by us or resolved by judicial procedure or by a compromise we agree to in writing.

"Uninsured vehicle" means a motorized land vehicle or trailer that:

- has no bodily injury or property damage liability policy or bond applying at the time of the accident;
- is a hit-and-run motor vehicle whose owner or operator cannot be identified, and that causes an accident, with or without hitting you, a family member, a motor vehicle occupied by you or a family member, or a covered vehicle. The facts of the accident must be corroborated by clear and convincing independent evidence other than the testimony of a covered person making a claim under this coverage, unless such covered person's testimony is supported by additional evidence;
- has a bodily injury liability policy or bond with an insurance or bonding company that denies coverage or becomes insolvent; or
- is owned or operated by any person, governmental unit or agency that has diplomatic immunity or immunity under the Ohio Political Subdivision Tort Liability Law.

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**Uninsured/Underinsured Motorists Protection**

(continued)

"Underinsured vehicle" means a motorized land vehicle or trailer that has a bodily injury liability policy or bond applying at the time of the accident, but its limits of bodily injury liability total less than the amount of uninsured motorists protection coverage shown in the Coverage Summary.

However, "uninsured vehicle" and "underinsured vehicle" do **not** include any vehicle that is:

- owned by, furnished to, or available for the regular use of you or a family member;
- owned or operated by a self-insurer under any applicable motor vehicle law;
- owned by a governmental unit or agency;
- operated on rails or crawler treads;
- a farm type tractor, or equipment designed mainly for use off public roads, and is off public roads at the time of the accident; or
- being used as a residence or premises.

"Bodily injury" means physical bodily harm, including sickness or disease that results from it, and required care, loss of service and resulting death.

"Property damage" means damage to or destruction of a covered vehicle.

**Uninsured/underinsured motorists protection arbitration**

If we and a covered person disagree whether that person is legally entitled to recover damages under this policy, or do not agree as to the amount of damages, then the matter may be arbitrated if both parties agree to arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree on a third arbitrator within 30 days, either may request that the selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county and state in which the covered person lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two arbitrators will not exceed the amount of coverage for uninsured/underinsured motorists protection as shown in the Coverage Summary. That decision will be binding unless the recovery amount for bodily injury exceeds the minimum limit specified by the Financial Responsibility Law of Ohio. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days after the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

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**Conditions**

The following condition is applicable to Uninsured/Underinsured Motorists Protection coverage and is in addition to the Liability Conditions, Other Insurance, Vehicles described under Policy Terms.

**Other insurance**

**Vehicles:** If this policy and any other policy providing similar insurance apply to the same accident, the maximum amount payable under all policies shall be the highest applicable limit of liability under any policy.

## **Uninsured/Underinsured Motorists Protection**

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### **Exclusions**

These exclusions apply to your Uninsured/Underinsured Motorists Protection unless stated otherwise.

**Your other motor vehicles.** We do not cover any person for bodily injury sustained:

- while occupying, or when struck by, a vehicle or trailer owned by you or a family member that is not a covered vehicle; or
- when struck by a vehicle or trailer provided for the regular use of you or a family member that is not a covered vehicle.

**Claims settled without our consent.** We do not cover any claim settled with a third party without our written consent. Nor do we cover any judgement for a suit brought without our written consent.

**Vehicles used for a fee.** We do not cover any person for injury sustained while occupying a covered vehicle or any vehicle operated by you, being used for a fee. But for vehicles other than collector vehicles, this exclusion does not apply to a shared-expenses car pool, unless another exclusion applies.

**Racing or track usage.** We do not cover any person for damages arising out of the ownership, maintenance or use of any vehicle:

- during instruction, practice, preparation for or participation in any competitive, prearranged or organized racing, speed contest, rally, gymkhana, sports event, stunting activity, or timed event of any kind; or
- on a racetrack, test track or other course of any kind.

**Nonpermissive use.** We do not cover any person for injury sustained while using a motor vehicle without permission from you or a family member.

**Unidentified owner or operator.** We do not cover any property damage claims if the owner or operator of the uninsured vehicle cannot be identified.

**Workers' compensation or disability.** We do not cover any damages that directly or indirectly benefit an insurer or self insurer under a workers' compensation, unemployment compensation, disability benefits, or similar law.

**Punitive or exemplary damages.** We do not cover any punitive or exemplary damages.

**Electronic equipment.** We do not cover any loss to:

- sound or visual image reproducing, receiving, or transmitting equipment;
- data processing equipment;
- global positioning systems;
- scanning monitors, radar and laser detectors;
- car phones;
- garage door openers; or
- any other similar equipment, including their accessories and antennas, unless the equipment is:
  - permanently installed or removable from a housing unit permanently installed in a vehicle;
  - designed to be solely operated by use of the power from the vehicle's electrical system; and
  - in or on the vehicle at the time of a covered loss.

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**Exclusions**

(continued)

**Tapes and discs.** We do not cover any loss to:

- tapes;
- compact discs;
- computer discs;
- laser discs; or
- any other similar devices or accessories,  
for use with digital video devices or video equipment, sound reproducing, receiving or transmitting  
equipment, or data processing equipment.

**Collector vehicle usage.** We do not cover any person for damages arising out of the ownership, maintenance, or operation of a collector vehicle while it is being used in any business or occupation, driven by any person under the age of 25 years, or while it is being used for purposes other than as defined in the definition of "collector vehicle".

This part of your Masterpiece Policy provides you with Family Protection Coverage for you or a family member anywhere in the world except those places listed on the United States State Department Bureau of Consular Affairs Travel Warnings list at the time of loss, unless stated otherwise or an exclusion applies.

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### Payment for a Loss

#### Amount of coverage

The amounts of coverage provided are shown under Family Protection Coverage for:

- Carjacking Coverage
- Hijacking Coverage
- Child Abduction Coverage
- Stalking Threat Coverage
- Home Invasion Coverage
- Air Rage or Road Rage Coverage
- Home and Vehicle Modification Expenses

We will not pay more than the amount of coverage shown for each covered carjacking, hijacking, child abduction, stalking threat, home invasion, air rage or road rage occurrence, regardless of how many policies or people are involved in the occurrence. If a loss is covered under more than one part of Family Protection Coverage (Carjacking Coverage, Hijacking Coverage, Child Abduction Coverage, Stalking Threat Coverage, Home Invasion Coverage, Air Rage or Road Rage Coverage), we will pay under the part giving the most coverage, but not under more than one part.

The accidental death and dismemberment benefit amount for loss of life will be paid to the beneficiary. The accidental death and dismemberment benefit amount for other than loss of life will be paid to the victim.

If a victim has multiple accidental death and dismemberment losses as the result of a carjacking, hijacking, child abduction, home invasion, air rage or road rage occurrence, we will pay only the single largest accidental death and dismemberment benefit amount applicable to the accidental death and dismemberment losses suffered.

If more than one victim suffers an accidental death and dismemberment loss in the same carjacking, hijacking, child abduction, home invasion, air rage or road rage occurrence, we will not pay more than \$250,000. If any carjacking, hijacking, child abduction, home invasion, air rage or road rage occurrence results in multiple accidental death and dismemberment benefit amounts becoming payable which when totaled exceed \$250,000, the sum of \$250,000 will be divided proportionately, based on each applicable accidental death and dismemberment benefit amount payable.

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### Family Protection Coverage

We provide Carjacking, Hijacking, Child Abduction, Stalking Threat, Home Invasion, and Air Rage or Road Rage Coverages for occurrences anytime during the policy period, unless stated otherwise or an exclusion applies. Exclusions to these coverages are described in **Exclusions**. We also provide coverage for a related expense, Home and Vehicle Modification Expenses.

## Family Protection<sup>SM</sup> Coverage

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### Family Protection Coverage

(continued)

The following defined terms used in the Carjacking, Hijacking, Child Abduction, Home Invasion, and Air Rage or Road Rage Coverages are defined here:

"Covered relative" means the following relatives of the person named in the Coverage Summary or a spouse who lives with that person:

- children, their children or other descendants of theirs;
- parents, grandparents or other ancestors of theirs; or
- siblings, their children or other descendants of theirs, who do not live with you, including spouses or domestic partners of all of the above. Parents, grandparents and other ancestors include adoptive parents, stepparents and stepgrandparents.

"Accidental death and dismemberment loss" means the loss of life, loss of speech, loss of hearing, loss of hand, loss of foot, loss of sight of an eye, loss of thumb and index finger, or mutilation which:

- is sudden, unforeseen, and unexpected;
- is independent of any illness, disease or other bodily malfunction;
- happens by chance;
- arises from a source external to the victim; and
- occurs within one year of the carjacking, hijacking, child abduction, home invasion, air rage or road rage occurrence.

"Accidental death and dismemberment benefit amount" means the following types of accidental death and dismemberment loss and corresponding benefits, up to a maximum of \$250,000:

- loss of life, \$250,000;
- loss of speech and loss of hearing, \$250,000;
- loss of speech or loss of hearing and one of the following: loss of hand, loss of foot, loss of sight of an eye, \$250,000;
- loss of both hands, \$250,000;
- loss of both feet, \$250,000;
- loss of sight of both eyes, \$250,000;
- loss of a combination of any two of the following: loss of hand, loss of foot, loss of sight of an eye, \$250,000;
- loss of speech, \$125,000;
- loss of hearing, \$125,000;
- loss of one hand, \$125,000;
- loss of one foot, \$125,000;
- loss of sight of an eye, \$125,000;
- loss of thumb and index finger, \$62,500;
- mutilation, \$62,500.

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**Family Protection Coverage**

(continued)

"Beneficiary" means the person or entity to be paid in the event a victim suffers a covered loss of life, in the following order:

- the spouse of the victim who lived with the victim; if none,
- the domestic partner of the victim who lived with the victim; if none,
- in equal shares to the surviving children of the victim; if none,
- in equal shares to the surviving parents of the victim; if none,
- in equal shares to the surviving brothers and sisters of the victim; if none,
- the estate of the victim.

"Victim" means:

- you, a family member or a covered relative if a carjacking or a child abduction occurrence;
- the abducted child if a child abduction occurrence;
- you, a family member, or your guest if a home invasion occurrence;
- you or a family member if a hijacking, air rage or road rage occurrence, who suffers the accidental death and dismemberment loss after a carjacking, hijacking, child abduction, home invasion, air rage or road rage occurrence.

"Loss of life" means:

- death, including clinical death, determined by a medical examiner or similar local governing medical authority; or
- the absence of communication from the victim for a period of two years after a carjacking, hijacking, child abduction, home invasion, air rage or road rage occurrence.

"Loss of speech" means the permanent total loss of the capability of speech, as determined by a physician.

"Loss of hearing" means the permanent total loss of the capability of hearing, as determined by a physician.

"Loss of hand" means the permanent total loss of function of a hand, as determined by a physician.

"Loss of foot" means the permanent total loss of function of a foot, as determined by a physician.

"Loss of sight of any eye" means the permanent loss of sight of an eye to the extent of legal blindness, as determined by a physician.

"Loss of thumb and index finger" means the permanent total loss of function of a thumb and index finger, of the same hand, as determined by a physician.

"Mutilation" means complete severance of an entire finger, toe, ear, nose or genital organ, as determined by a physician.

"Physician" means a person who is licensed as a medical doctor or a doctor of osteopathy under the laws of the jurisdiction in which treatment is given to a victim and who is qualified to provide such medical treatment. A physician does not include you or a family member.

## Family Protection<sup>SM</sup> Coverage

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### Family Protection Coverage

(continued)

"Medical expenses" means the reasonable and customary charges for first aid, medical (not including psychiatric), funeral, surgical, x-ray, dental, ambulance, hospital, physical therapy, professional nursing services, and prosthetic devices which are legally obligated to be paid.

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### Carjacking Coverage

We will pay for carjacking expenses you, a family member, or a covered relative incur solely and directly as a result of a carjacking occurrence. We will also pay an accidental death and dismemberment benefit amount for the accidental death and dismemberment loss the victim suffers as a direct result of a carjacking occurrence.

"Carjacking occurrence" means the unlawful forced removal or detention of:

- you or a family member operating or occupying any motorized land vehicle; or
- a covered relative operating a covered vehicle with permission from you or a family member, or occupying a covered vehicle, during the theft or attempted theft of that vehicle.

"Carjacking expenses" means the reasonable costs for:

- related medical expenses up to \$50,000 for each person (you, a family member, or a covered relative who witnessed the carjacking occurrence), up to a maximum of \$100,000 for each carjacking occurrence, when incurred within one year after the carjacking occurrence;
- related psychiatric services up to \$25,000 for each person (you, a family member, or a covered relative who witnessed the carjacking occurrence), up to a maximum of \$50,000 for each carjacking occurrence, when incurred within one year after the carjacking occurrence;
- related rest and recuperation expenses for you, a family member, or a covered relative who witnessed the carjacking occurrence, up to a maximum of \$15,000 for each carjacking occurrence, as prescribed by a physician, psychologist or other authorized mental health professional (other than you or a family member), when incurred within 180 days after the carjacking occurrence;
- salary lost during the first 60 days after the carjacking occurrence, up to \$15,000 for each person (you, a family member, or a covered relative who witnessed the carjacking occurrence), up to a maximum of \$30,000 for each carjacking occurrence, in excess of any other valid and collectible benefits including disability insurance, workers' compensation insurance, unemployment compensation, salary and wage continuation, or other similar salary replacement plans;
- the covered vehicle's comprehensive or collision deductible applied to damage sustained by the covered vehicle in the carjacking occurrence.

We will also pay up to a maximum of \$10,000 for each carjacking occurrence to any person or organization not causing that occurrence for information not otherwise available leading to the arrest and conviction of any person(s) who caused the carjacking occurrence. The following are not eligible to receive this reward payment: you, a family member, or a covered person who witnessed the carjacking occurrence.

"Covered vehicle" means any private passenger vehicle, motorcycle or motor home you or a family member owns, rents or has furnished for regular use.

## Child Abduction Coverage

We will pay for child abduction expenses you, a family member, a covered relative, or an abducted child's parent or legal guardian incur solely and directly as a result of a child abduction occurrence. We will also pay an accidental death and dismemberment benefit amount for the accidental death and dismemberment loss the victim suffers as a direct result of a child abduction occurrence.

"Child abduction occurrence" means the wrongful taking, false imprisonment, or wrongful detention of one or more of your or a family member's children, or one or more children in the care of you or a family member, under the age of 13.

"Child abduction expenses" means the reasonable costs for:

- related travel, meals, lodging, and phone expenses incurred by you, a family member, a covered relative who witnessed the child abduction occurrence, or a covered relative who is the parent or legal guardian of the abducted child, including those expenses incurred up to 30 days after the recovery of the abducted child or the verification of the abducted child's loss of life, up to a maximum of \$25,000 for each child abduction occurrence;
- related medical and psychiatric expenses for:
  - the abducted children, up to a maximum of \$50,000, when incurred within one year after the child abduction occurrence; and
  - you, a family member, a covered relative who witnessed the child abduction occurrence (not including the abducted child), or a covered relative who is the parent or legal guardian of the abducted child, including those expenses incurred up to 180 days after the recovery of the abducted child or verification of the abducted child's loss of life, up to a maximum of \$25,000, for each child abduction occurrence;
- related rest and recuperation expenses for you, a family member, a covered relative who witnessed the child abduction occurrence, or a covered relative who is the parent or legal guardian of the abducted child, up to a maximum of \$25,000 for each child abduction occurrence, as prescribed by a physician, psychologist, or other authorized mental health professional (other than you or a family member), when incurred within 12 months after the recovery of the abducted child, or verification of the abducted child's loss of life, whichever comes first;
- salary lost during the first 60 days after the child abduction occurrence, up to \$15,000 for each person (you, a family member, or a covered relative who is the parent or legal guardian of the abducted child), up to a maximum of \$30,000 for each child abduction occurrence, in excess of any other valid and collectible benefits including disability insurance, workers' compensation insurance, unemployment compensation, salary and wage continuation, or other similar salary replacement plans;
- the following related reasonable costs you or the parent or legal guardian of the abducted child incur, up to a maximum of \$100,000, when incurred within 12 months after a child abduction occurrence for:
  - a professional public relations consultant;
  - a professional forensic analyst;
  - publicity expenses incurred to locate the abducted children;
  - a professional security consultant.

We will also pay up to a maximum of \$50,000 for each child abduction occurrence to any person or organization not causing that occurrence for information not otherwise available leading to the arrest and conviction of any person(s) who caused the child abduction occurrence. The following are not eligible to receive this reward payment: you, a family member, the parent or guardian of the abducted child, or a covered relative who witnessed the child abduction occurrence.

## **Family Protection<sup>SM</sup> Coverage**

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### **Stalking Threat Coverage**

We will pay for stalking threat expenses you or a family member incur solely and directly as a result of a stalking threat occurrence.

"Stalking threat occurrence" means:

- an act or acts committed with the intent to damage property owned by you or a family member, or to harass, injure or harm you or a family member;
- the person committing the act or acts is the subject of a court order or injunction issued to protect you or a family member; and
- the act or acts occur on consecutive or nonconsecutive days within a period of 120 days.

"Stalking threat expenses" means the reasonable costs you or a family member incur for:

- related professional security consultant and professional security guard services up to a maximum of \$15,000 for each stalking threat occurrence;
- related residential security expenses to change all locks, install or improve security bars, motion sensing lights and a centrally monitored home security system, or other similar security expenses for your residence premise(s), up to a maximum of \$7,500;
- related temporary relocation expenses, up to a maximum of \$5,000, up to a maximum of \$50,000 per policy period for all stalking threat expenses.

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### **Home Invasion Coverage**

We will pay for home invasion expenses you, a family member, or your guest incur solely and directly as a result of a home invasion occurrence. We will also pay an accidental death and dismemberment benefit amount for the accidental death and dismemberment loss the victim suffers as a direct result of a home invasion occurrence.

"Home invasion occurrence" means an unlawful act of violence or threat of violence to you, a family member, or your guest by a person who unlawfully entered your residence premises, temporary residence, a watercraft, or a motor home while you, a family member, or your guest are present.

"Home invasion expenses" means the reasonable costs for:

- related medical expenses, up to \$50,000 for each person (you, a family member, or your guest), to a maximum of \$100,000 for each home invasion occurrence, when incurred within one year after the home invasion occurrence;
- related psychiatric services up to \$25,000 for each person (you, a family member, or your guest), up to a maximum of \$50,000 for each home invasion occurrence, when incurred within one year after the home invasion occurrence;
- related rest and recuperation expenses for you, a family member, or your guest, up to a maximum of \$15,000, for each home invasion occurrence, as prescribed by a physician, psychologist or other authorized mental health professional (other than you or a family member), when incurred within 180 days after the home invasion occurrence;

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## **Home Invasion Coverage**

(continued)

- salary lost during the first 60 days after the home invasion occurrence, up to \$15,000 for each person (you, a family member, or your guest), up to a maximum of \$30,000 for each home invasion occurrence, in excess of any other valid and collectible benefits including disability insurance, workers' compensation insurance, unemployment compensation, salary and wage continuation or other similar salary replacement plans;
- related residential security expenses for you to change all locks, install or improve security bars, motion sensing lights and a centrally monitored home security system, or other similar security expenses for your residence premise(s), up to a maximum of \$7,500;
- related professional security consultant and professional security guard services for you or a family member up to a maximum of \$15,000 for each home invasion occurrence;
- related temporary relocation expenses for you, a family member, or your guest, up to a maximum of \$5,000, when incurred within 60 days after a home invasion occurrence;
- the homeowners deductible for your residence premises applied to damage sustained in the home invasion occurrence.

We will also pay up to a maximum of \$10,000 for each home invasion occurrence to any person or organization not causing that occurrence for information not otherwise available leading to the arrest and conviction of any person(s) who caused the home invasion occurrence. The following are not eligible to receive this reward payment: you, a family member, or your guest.

"Your guest" means:

- any regular domestic employee at the residence premises; or
- any other person invited as a guest by you or a family member to your residence premises or temporary residence.

Your guest does not include individuals who live with you or a family member and are not related to you or a family member.

"Temporary residence" means:

- a private dwelling not owned by you;
- the private room(s) in a hotel, motel, inn, villa, spa, resort, hostel, or dormitory; or
- the private room(s) in a commercial ocean liner or other similar commercial watercraft, that you or a family member is occupying or is visiting by invitation.

"Watercraft" means a watercraft with sleeping quarters that is not a commercial ocean liner or other similar commercial watercraft.

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## **Air Rage or Road Rage Coverage**

We will pay for air rage or road rage expenses you or a family member incur solely and directly as a result of an air rage or road rage occurrence. We will also pay an accidental death and dismemberment benefit amount for the accidental death and dismemberment loss the victim suffers as a direct result of an air rage or road rage occurrence.

## Family Protection<sup>SM</sup> Coverage

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### Air Rage or Road Rage Coverage

(continued)

"Air rage occurrence" means physical bodily harm from a violent act or acts against you or a family member inflicted or caused by another person while you or a family member are occupying, entering into, or disembarking a commercial aircraft as a passenger. This incident must be documented by the pilot or crew to the governing authority having jurisdiction over the aircraft. This coverage does not apply to air rage occurrences on a commercial aircraft with a scheduled departure, layover, or destination point that is on the United States State Department Bureau of Consular Affairs Travel Warnings list.

"Road rage occurrence" means an act or acts of violence against you, a family member, or your motor vehicle by an operator or passenger of another motor vehicle, using their motor vehicle, a weapon, himself, or herself as the means of aggression against you, your family member, or your motor vehicle, immediately resulting from an incident that occurred while you or a family member was operating or occupying a motor vehicle on a roadway or parking lot. This incident must be documented in a police report.

"Air rage or road rage expenses" means the reasonable costs for:

- related medical expenses up to \$50,000 for each person (you or a family member), up to a maximum of \$100,000 for each air rage or road rage occurrence, when incurred within one year after the air rage or road rage occurrence;
- related psychiatric services up to \$25,000 for each person (you or a family member), up to a maximum of \$50,000 for each air rage or road rage occurrence, when incurred within one year after the air rage or road rage occurrence;
- related rest and recuperation expenses for you or a family member, up to a maximum of \$15,000 for each air rage or road rage occurrence, as prescribed by a physician, psychologist or other authorized mental health professional (other than you or a family member), when incurred within 180 days after the air rage or road rage occurrence;
- salary lost during the first 60 days after the air rage or road rage occurrence, up to \$15,000 for each person (you or a family member), up to a maximum of \$30,000 for each air rage or road rage occurrence, in excess of any other valid and collectible benefits including disability insurance, workers' compensation insurance, unemployment compensation, salary and wage continuation, or other similar salary replacement plans;
- the covered vehicle's comprehensive or collision deductible applied to damage sustained by the covered vehicle in the road rage occurrence;
- for each air rage occurrence, the non-refundable expenses incurred by you or a family member for your or a family member's scheduled trip, up to a maximum of \$5,000, for the following:
  - additional accommodations or transportation to bring you or a family member to the original destination if you or your family member missed the original departure;
  - additional accommodations or transportation to bring you or a family member to the return destination, or to travel from the place where the trip was interrupted to the place where you or a family member can rejoin the trip; and
  - the unused portion of land, sea, or air arrangements or accommodations that you or a family member paid as part of the trip,due to the scheduled trip's cancellation or interruption caused by an air rage occurrence.

"Covered vehicle" means any private passenger vehicle, motorcycle or motor home you or a family member owns, rents or has furnished for regular use.

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## **Hijacking Coverage**

We will pay for hijacking expenses you or a family member incurs solely and directly as a result of a hijacking occurrence. We will also pay an accidental death and dismemberment benefit amount for the accidental death and dismemberment loss the victim suffers as a direct result of a hijacking occurrence.

"Hijacking occurrence" means the unlawful detention of you or a family member by violence or threat of violence by a person or group, where such unlawful detention occurs for a duration in excess of four hours while in or aboard a commercial conveyance. This coverage does not apply to hijacking occurrences on a commercial conveyance with a scheduled departure, layover, or destination point that is on the United States State Department Bureau of Consular Affairs Travel Warnings list.

"Hijacking expenses" means the reasonable costs for:

- related medical expenses up to \$50,000 for each person (you or a family member), up to a maximum of \$100,000 for each hijacking occurrence, when incurred within one year after the hijacking occurrence;
- related psychiatric services up to \$25,000 for each person (you or a family member), up to a maximum of \$50,000 for each hijacking occurrence, when incurred within one year after the hijacking occurrence;
- related rest and recuperation expenses for you or a family member, up to a maximum of \$15,000 for each hijacking occurrence, as prescribed by a physician, psychologist or other authorized mental health professional (other than you or a family member), when incurred within 180 days after the hijacking occurrence;
- salary lost during the first 60 days after the hijacking occurrence, up to \$15,000 for each person (you or a family member), up to a maximum of \$30,000 for each hijacking occurrence, in excess of any other valid and collectible benefits including disability insurance, workers' compensation insurance, unemployment compensation, salary and wage continuation, or other similar salary replacement plans;
- for each hijacking occurrence, the non-refundable expenses incurred by you or a family member for your scheduled trip, up to a maximum of \$5,000, for the following:
  - additional accommodations or transportation to bring you or a family member to the original destination if you or a family member missed the original departure;
  - additional accommodations or transportation to bring you or a family member to the return destination, or to travel from the place where the trip was interrupted to the place where you or a family member can rejoin the trip; and
  - the unused portion of land, sea, or air arrangements or accommodations that you or a family member paid as part of the trip,due to the scheduled trip's cancellation or interruption caused by a hijacking occurrence.

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## **Home and Vehicle Modification Expenses**

We will pay up to \$25,000 for each occurrence for home and vehicle modification expenses if you or a family member suffers a permanent physical injury solely and directly as a result of a carjacking, hijacking, child abduction, home invasion, air rage or road rage occurrence.

We will not pay more than this amount of coverage for home and vehicle modification expenses for a covered carjacking, hijacking, child abduction, home invasion, air rage or road rage occurrence, regardless of how many policies or people are involved in the occurrence.

## Family Protection<sup>SM</sup> Coverage

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### Home and Vehicle Modification Expenses

(continued)

"Home and vehicle modification expenses" means those reasonable expenses incurred by you or a family member within two years of a carjacking, hijacking, child abduction, home invasion, air rage or road rage occurrence for the necessary costs to improve accessibility and use of your residence premise(s) or your vehicle(s) or those of a family member.

These modifications must be:

- recommended by a physician;
- appropriate for the condition of the individual who suffered the permanent physical injury;
- made by service providers experienced in making such modifications; and
- in compliance with any applicable laws or ordinances.

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### Conditions

The following conditions applicable to Family Protection Coverage are in addition to the General Conditions and Special Conditions described under Policy Terms.

#### Duplicate coverages

The following is added to General Conditions, Duplicate Coverages: However, when both Family Protection Coverage and Personal Liability Coverage are shown in the Coverage Summary, and a loss is covered under Child Abduction Coverage and Kidnap expenses, your amount of coverage will equal the combined total of both Child Abduction Coverage and Kidnap expenses subject to the policy provisions. In no event will we make duplicate payments.

#### Other insurance

This insurance is excess over any other insurance except that written specifically to cover excess over the amount of coverage that applies in this policy. This provision does not apply to accidental death and dismemberment loss.

#### Your duties after a loss

In case of a carjacking, hijacking, child abduction, stalking threat, home invasion, air rage or road rage occurrence, you or a family member shall perform the following duties that apply:

**Notification.** You must notify us or your agent as soon as possible. In the case of a carjacking, hijacking, stalking threat, home invasion, air rage or road rage occurrence, you or a family member also shall notify an applicable law enforcement agency as soon as possible. In the case of a child abduction occurrence, you or a family member also shall notify an applicable law enforcement agency no later than the recovery of the abducted child or verification of the abducted child's loss of life, whichever comes first.

**Assistance.** You must provide us or cause us to be provided with all available information and cooperate with us fully.

**Proof of loss.** At our request you must submit to us or cause to be submitted, within 60 days after we request an affirmative proof of loss with full particulars. Failure to give written proof of loss within this time frame will not invalidate or reduce any claim if notice is given as soon as reasonably possible.

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## **Conditions**

(continued)

**Examination.** We have the right to examine under oath as often as we may reasonably require, you, family members, covered relatives, victims, and your guests, and have them subscribe the same. We may also ask you or the beneficiary to give us a signed description of the circumstances surrounding a loss and to produce all records and documents we request and permit us to make copies.

**Physical examination and autopsy.** A person making a claim under Family Protection Coverage must submit as often as we reasonably require to physical examinations by physicians we select. We may also have an autopsy done by a physician, unless prohibited by law. Any examinations or autopsies that we require will be done at our expense.

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## **Exclusions**

These exclusions apply to this part of your Masterpiece Policy, unless stated otherwise.

**False report.** We do not cover loss arising from a false report of carjacking, hijacking, stalking threat, child abduction, home invasion, air rage or road rage by you or a family member or any person acting on behalf of you or a family member, whether acting alone or in collusion with others.

**Acts of certain persons.** We do not cover any loss caused by:

- you or a family member;
  - a covered relative;
  - any guardian or former guardian of you or a family member;
  - an estranged spouse or former spouse of you, a family member, or a covered relative;
  - any domestic partner, estranged domestic partner, or former domestic partner of you, a family member, or a covered relative;
  - any person unrelated to you or a family member who lives with you or has ever lived with you for 6 or more months, other than a domestic employee, residential staff, or a person employed by you for farm work;
  - a relative, guardian, or former guardian of an abducted child who is in your care or a family member's care;
  - a civil authority; or
  - any person acting on behalf of any of the above, whether acting alone or in collusion with others.
- We do not cover any loss under Hijacking, Air Rage or Road Rage Coverages caused by any person you or a family member personally knows. This exclusion does not apply to coverage provided under Stalking Threat Coverage.

**Children in your care.** We do not cover child abduction expenses or accidental death and dismemberment loss for children in the care of you or a family member when:

- you or a family member is participating in any organized activity with or in association with any organization or entity;
- you or a family member is providing this care as a home day care provider in your residence premises and you or a family member earns annual gross revenues in excess of \$5,000 as a home day care provider; or

## Family Protection<sup>SM</sup> Coverage

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### Exclusions

(continued)

- you or a family member is providing this care as an employee or volunteer of a for-profit or not-for-profit entity providing service for the care of children.  
But we do cover your children, the children of a family member, or the children of a covered relative, in the care of you or a family member for child abduction expenses or accidental death and dismemberment loss.

**Your guest.** We do not cover your guest(s) in a temporary residence who share the cost of the lodging.

**Legal counsel.** We do not cover the costs of legal counsel.

**Salary lost.** We do not cover salary lost under carjacking expenses, hijacking expenses, child abduction expenses, home invasion expenses, air rage expenses, or road rage expenses if immediately prior to the carjacking occurrence, hijacking occurrence, child abduction occurrence, home invasion occurrence, air rage occurrence, or road rage occurrence, the person with salary lost was receiving disability insurance, social security disability, unemployment compensation, or was on personal or medical leave.

**Substance abuse treatment.** We do not cover any expenses for substance abuse treatments unless the substance abuse was directly caused by the carjacking, hijacking, child abduction, home invasion, air rage or road rage occurrence.

**Childbirth or miscarriage.** We do not cover accidental death and dismemberment loss caused by childbirth or miscarriage.

**Suicide or intentional dismemberment.** We do not cover accidental death and dismemberment loss caused by the victim's suicide, attempted suicide or dismemberment that is intentionally self-inflicted.

**Vehicles used for a fee.** We do not cover loss arising out of the ownership or operation of a vehicle while it is being used to carry people or property for a fee. This exclusion does not apply to a shared-expenses car pool, unless another exclusion applies.

**Acts of war.** We do not cover any loss caused by war, undeclared war, civil war, insurrection, riot, civil commotion, rebellion, revolution, warlike acts by a military force or personnel, usurped power, governmental intervention, expropriation or nationalization, any action taken in hindering or defending against any of these, or any consequences of any of these acts regardless of any other direct or indirect cause or event, whether covered or not, contributing in any sequence to the loss.

This part of your Masterpiece Policy provides you with personal liability coverage for which you or a family member may be legally responsible anywhere in the world unless stated otherwise or an exclusion applies.

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### Payment for a Loss

#### Amount of coverage

The amount of coverage for liability is shown in the Coverage Summary. We will pay on your behalf up to that amount for covered damages from any one occurrence, regardless of how many claims, homes, vehicles, watercraft or people are involved in the occurrence.

Any costs we pay for legal expenses (see **Defense coverages**) are in addition to the amount of coverage.

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### Personal Liability Coverage

We cover damages a covered person is legally obligated to pay for personal injury or property damage which take place anytime during the policy period and are caused by an occurrence, unless stated otherwise or an exclusion applies. Exclusions to this coverage are described in **Exclusions**.

In lieu of the definition for "occurrence" in the Introduction, the following definition of "occurrence" applies:

"Occurrence" means an accident or offense to which this insurance applies and which begins within the policy period. Continuous or repeated exposure to substantially the same general conditions unless excluded is considered to be a one occurrence.

A "covered person" means:

- you or a family member;
- any person using a vehicle or watercraft covered under this part of your Masterpiece policy with permission from you or a family member with respect to their legal responsibility arising out of its use;
- any person or organization with respect to their legal responsibility for covered acts or omissions of you or a family member; or
- any combination of the above.

"Damages" means the sum that is paid or is payable to satisfy a claim settled by us or resolved by judicial procedure or by a compromise we agree to in writing.

"Personal injury" means the following injuries, and resulting death:

- bodily injury;
- shock, mental anguish, or mental injury;
- false arrest, false imprisonment, or wrongful detention;
- wrongful entry or eviction;
- malicious prosecution or humiliation; and
- libel, slander, defamation of character, or invasion of privacy.

"Bodily injury" means physical bodily harm, including sickness or disease that results from it, and required care, loss of services and resulting death.

## **Personal Liability Coverage**

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### **Personal Liability Coverage**

(continued)

"Property damage" means physical injury to or destruction of tangible property, and the resulting loss of its use. Tangible property includes the cost of recreating or replacing stocks, bonds, deeds, mortgages, bank deposits, and similar instruments, but does not include the value represented by such instruments.

"Registered vehicle" means any motorized land vehicle not described in "unregistered vehicle".

"Unregistered vehicle" means:

- any motorized land vehicle not designed for or required to be registered for use on public roads;
- any motorized land vehicle which is in dead storage at your residence;
- any motorized land vehicle used solely on and to service a residence premises shown in the Coverage Summary;
- any motorized land vehicle used to assist the disabled that is not designed for or required to be registered for use on public roads; or
- golf carts.

"Employment discrimination" means a violation of applicable employment discrimination law protecting any residential staff based on his or her race, color, religion, creed, age, sex, disability, national origin or other status according to any federal, state, or local statute, regulation, ordinance, or common law of the United States of America, its territories or possessions, or Puerto Rico.

"Employment practices crisis" means:

- an allegation of, or your discovery of, a wrongful employment act committed against any residential staff that is reasonably likely to result in a civil action against you or a family member; or
- a threat by any residential staff to disclose publicly that you or a family member committed or allegedly committed a wrongful employment act.

"Reputation management firm" means:

- a professional public relations consulting firm;
- a professional security consulting firm; or
- a professional media management consulting firm.

"Residential staff" means your or a family member's employee who is:

- employed by you or a family member, or through a firm under an agreement with you or a family member, to perform duties related only to a covered person's domestic, personal, or business pursuits covered under this part of your policy;
  - compensated for labor or services directed by you or a family member; and
  - employed regularly to work 15 or more hours per week.
- Residential staff includes a temporary worker. Residential staff does not include an independent contractor or any covered person.

"Temporary worker" means your or a family member's employee who is:

- employed by you or a family member, or through a firm under an agreement with you or a family member, to perform duties related only to a covered person's domestic, personal, or business pursuits covered under this part of your policy;

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**Personal Liability Coverage**

(continued)

- compensated for labor or services directed by you or a family member; and
- employed to work 15 or more hours per week to substitute for any residential staff on leave or to meet seasonal or short-term workload demands for 30 consecutive days or longer during a 6 month period.

Temporary worker does not include an independent contractor or any covered person.

"Wrongful employment act" means any employment discrimination, sexual harassment, or wrongful termination of any residential staff actually or allegedly committed or attempted by you or a family member, while acting in the capacity as an employer, that violates applicable employment law of any federal, state, or local statute, regulation, ordinance, or common law of the United States of America, its territories or possessions, or Puerto Rico. "Sexual harassment" as it relates solely to a wrongful employment act means unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature that:

- is made a condition of employment of any residential staff;
- is used as a basis for employment decisions;
- interferes with performance of any residential staff's duties; or
- creates an intimidating, hostile, or offensive working environment.

"Wrongful termination" means:

- the actual or constructive termination of employment of any residential staff by you or a family member in violation of applicable employment law; or
- breach of duty and care when you or a family member terminates an employment relationship with any residential staff.

**Defense coverages**

We will defend a covered person against any suit seeking covered damages for personal injury or property damage or for covered damages under Employment practices liability, if Employment practices liability coverage is shown in the Coverage Summary. We provide this defense at our own expense, with counsel of our choice, even if the suit is groundless, false, or fraudulent. We may investigate, negotiate, and settle any such claim or suit at our discretion.

As part of our investigation, defense, negotiation, or settlement we will pay:

- all premiums on appeal bonds required in any suit we defend;
- all premiums on bonds to release attachments for any amount up to the amount of coverage (but we are not obligated to apply for or furnish any bond);
- all expenses incurred by us;
- all costs taxed against a covered person;
- all interest accruing after a judgement is entered in a suit we defend on only that part of the judgement we are responsible for paying. We will not pay interest accruing after we have paid the judgement up to the amount of coverage;
- all prejudgement interest awarded against a covered person on that part of the judgement we pay or offer to pay. We will not pay any prejudgement interest based on that period of time after we make an offer to pay the amount of coverage;
- all earnings lost by each covered person at our request, up to \$50,000;
- other reasonable expenses incurred by a covered person at our request; and
- the cost of bail bonds required of a covered person because of a covered loss.

## Personal Liability Coverage

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### Personal Liability Coverage (continued)

These Defense coverages are limited for Employment practices liability as follows: Our duty to defend you or a family member and our obligation to pay defense expenses ends when we have exhausted the amount of coverage per occurrence for Employment practices liability shown in the Coverage Summary by paying for covered damages from any one occurrence, or exhausted the maximum annual amount of coverage for Employment practices liability shown in the Coverage Summary by paying for covered damages, whichever occurs sooner.

In jurisdictions where we may be prevented by local law from carrying out these Defense Coverages, we will pay only those defense expenses that we agree in writing to pay and that are incurred by you.

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### Extra Coverages

In addition to covering damages and defense costs, we also provide other related coverages. These coverages are in addition to the amount of coverage for damages and defense costs unless stated otherwise or an exclusion applies. Exclusions to this coverage are described in **Exclusions**.

#### Medical payments to others

We will pay the necessary medical expenses, up to a total of \$25,000 for each person, for personal injury to anyone **except** you or a family member. This coverage also does not apply to:

- a domestic employee of yours;
- any residential staff of yours; or
- a person employed by you for farm work, who is eligible to receive benefits voluntarily provided or required to be provided under any:
  - workers' compensation;
  - disability benefits;
  - unemployment compensation; or
  - other similar laws.

These expenses must be incurred or medically ascertained within three years of an accident that:

- occurs at a residence covered under this part of your Masterpiece policy, to a person with permission from you or a family member to be there;
- arises from a condition at a residence covered under this part of your Masterpiece policy, or at the steps, driveways or sidewalks immediately adjoining this residence;
- was caused by the activities of a covered person;
- was caused by a domestic employee or any residential employee in the course of his or her employment by a covered person;
- was caused by a person employed by you for farm work in the course of his or her employment; or
- was caused by an animal owned by or in the care of a covered person.

"Medical expenses" includes reasonable charges for first aid, medical, funeral, surgical, x-ray, dental, ambulance, hospital, rehabilitation, professional nursing services, and prosthetic devices.

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**Extra Coverages**

(continued)

**Damaged property**

We cover the replacement cost of other people's property, up to \$15,000 for each occurrence, if the property was damaged or destroyed by a covered person.

"Replacement cost" is the amount required to repair or replace other people's property, whichever is less.

**Kidnap expenses**

We will pay up to a maximum of \$100,000 for kidnap expenses a covered person incurs solely and directly as a result of a kidnap and ransom occurrence. In addition, we also will pay up to \$25,000 to any person for information not otherwise available leading to the arrest and conviction of any person(s) who kidnaps you, a family member or a covered relative. The following are not eligible to receive this reward payment:

- you or a family member; or
- a covered relative who witnessed the occurrence.

"Kidnap and ransom occurrence" means the actual or alleged wrongful taking of:

- you;
- one or more family members; or
- one or more covered relatives while visiting or legally traveling with you or a family member; from anywhere in the world except those places listed on the United States State Department Bureau of Consular Affairs Travel Warnings list at the time of the occurrence. The occurrence must include a demand for ransom payment which would be paid by you or a family member in exchange for the release of the kidnapped person(s).

"Kidnap expenses" means the reasonable costs for:

- a professional negotiator;
- a professional security consultant;
- professional security guard services;
- a professional public relations consultant;
- travel, meals, lodging and phone expenses incurred by you or a family member;
- advertising, communications and recording equipment;
- related medical, cosmetic, psychiatric and dental expenses incurred by a kidnapped person within 12 months from that person's release;
- attorneys fees;
- a professional forensic analyst;
- earnings lost by you or a family member.

However, "kidnap expenses" does not include expenses incurred due to any kidnap and ransom occurrence caused by:

- you or a family member;
- a covered relative;
- any guardian or former guardian of you or a family member;

## Personal Liability Coverage

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### Extra Coverages

(continued)

- any domestic partner, estranged domestic partner, or former domestic partner of you or a family member;
- any person unrelated to you or a family member who lives with you or has ever lived with you for 6 or more months, other than a domestic employee, residential staff, or a person employed by you for farm work; or
- a civil authority, or any person acting on behalf of any of the above, whether acting alone or in collusion with others.

"Covered relative" means the following relatives of the person named in the Coverage Summary, or a spouse who lives with that person, or any family member:

- children, their children or other descendants of theirs;
- parents, grandparents or other ancestors of theirs; or
- siblings, their children or other descendants of theirs, who do not live with you, including spouses or domestic partners of all of the above. Parents, grandparents and other ancestors include adoptive parents, stepparents and stepgrandparents.

### Identity fraud

We will pay for a covered person's identity fraud expenses, up to a maximum of \$50,000, for each identity fraud occurrence.

"Identity fraud" means the act of knowingly transferring or using, without lawful authority, a covered person's means of identity which constitutes a violation of federal law or a crime under any applicable state or local law.

"Identity fraud occurrence" means any act or series of acts of identity fraud by a person or group commencing in the policy period.

"Identity fraud expenses" means:

- the costs for notarizing affidavits or similar documents for law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- the costs for sending certified mail to law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- the loan application fees for reapplying for loan(s) due to the rejection of the original application because the lender received incorrect credit information;
- the telephone expenses for calls to businesses, law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- earnings lost by a covered person as a result of time off from work to complete fraud affidavits, meet with law enforcement agencies, credit agencies, merchants, or legal counsel;
- the reasonable attorney fees incurred with prior notice to us for:
  - the defense of a covered person against any suit(s) by businesses or their collection agencies;
  - the removal of any criminal or civil judgements wrongly entered against a covered person;
  - any challenge to the information in a covered person's consumer credit report; and

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### **Extra Coverages**

(continued)

- the reasonable fees incurred with prior notice to us by an identity fraud mitigation entity to:
  - provide services for the activities described above;
  - restore accounts or credit standing with financial institutions or similar credit grantors and credit agencies; and
  - monitor for up to one year the effectiveness of the fraud mitigation and to detect additional identity fraud activity after the first identity fraud occurrence.  
However, such monitoring must begin no later than one year after you first report an identity fraud occurrence to us.

However, "identity fraud expenses" does not include expenses incurred due to any fraudulent, dishonest or criminal act by a covered person or any person acting with a covered person, or by any authorized representative of a covered person, whether acting alone or in collusion with others.

"Identity fraud mitigation entity" means a company that principally provides professional, specialized services to counter identity fraud for individuals or groups of individuals, or a financial institution that provides similar services.

In addition to the duties described in Policy Terms, Liability Conditions, Your duties after a loss, a covered person shall notify an applicable law enforcement agency.

### **Credit cards, forgery, and counterfeiting**

We cover up to a total of \$10,000 for:

- a covered person's legal obligation resulting from loss or theft of a credit card, bankcard, debit card or their account numbers issued to you or a family member, provided that all the terms for using the card are complied with;
- a covered person's legal obligation resulting from loss caused by theft or unauthorized use of a credit card, bankcard, debit card or their account numbers issued to you or a family member when used electronically, including use on the Internet, provided that all the terms for using the card are complied with;
- loss to a covered person caused by forgery or alteration of any check or negotiable instrument; or
- loss caused by a covered person's acceptance in good faith of any counterfeit paper currency.

"Unauthorized use" means use of a credit card, bankcard, debit card or their account numbers without permission from you or a family member. "Unauthorized use" does not mean use of a credit card, bankcard, debit card or their account numbers:

- in excess of the amount authorized by you or a family member; or
- by a person or entity with unlimited use of a credit card, bankcard, debit card or their account numbers issued to you or a family member.

We provide Defense coverages for any claim or suit seeking covered damages against a covered person for loss, theft, or unauthorized use of a credit card, bankcard, debit card or their account numbers. We have the option to defend a claim or suit against a covered person (or against a bank, with respect to this coverage) for forgery or counterfeiting. Our obligation to defend any suit seeking covered damages ends when our payment under this coverage equals \$10,000.

## **Personal Liability Coverage**

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### **Extra Coverages**

(continued)

In the event of a claim or suit seeking covered damages, a covered person shall comply with the duties described in Policy Terms, Property Conditions, Your duties after a loss and Policy Terms, Liability Conditions, Your duties after a loss. In addition, the covered person shall notify the credit card service company or the issuing bank.

#### **Rented or borrowed vehicles**

We cover damages a covered person is legally obligated to pay for personal injury and property damage caused by an occurrence during the policy period resulting from a covered person's use of a vehicle:

- rented by; or
- borrowed, furnished to or made available to you or a family member, if the limit of liability shown in the Coverage Summary is \$1 million or more, provided the rental or loan does not exceed 30 days.

We will provide this coverage in excess of any underlying insurance that applies to these damages. If no underlying coverage exists, we will pay total damages up to the limit of liability shown in the Coverage Summary.

This Extra Coverage is not provided when:

- you have coverage provided by an excess or umbrella policy with us or another company;
- you or a family member own a private passenger vehicle, a pickup truck, panel truck or van.

This Extra Coverage does not cover damages a person is legally entitled to receive from the owner or operator of an uninsured or underinsured motorized land vehicle.

#### **Fungi and mold**

We cover damages a covered person is legally obligated to pay, up to the amount of coverage for liability shown in your Coverage Summary or \$100,000, whichever is less, for each occurrence, for bodily injury or property damage arising out of mold. "Mold" means fungi, mold, mold spores, mycotoxins, and the scents and other byproducts of any of these. These payments do not increase the amount of personal liability coverage.

#### **Employment practices liability coverage**

If Employment practices liability coverage is shown in the Coverage Summary, we provide coverage for Employment practices liability and Reputational injury.

This coverage applies only if on the effective date of any policy period, the number of residential staff does not exceed twelve. However, if after the effective date of any policy period you or a family member employs more than twelve residential staff, we will cover, through the remainder of the policy period, only those twelve residential staff with the longest period of uninterrupted employment in chronological order of hiring at the time of the Employment practices liability coverage occurrence. This condition does not apply to your or a family member's employment of a temporary worker to substitute for any residential staff on leave, performing the same duties for the same or fewer number of hours. It is your duty to advise us as soon as reasonably possible if you or a family member employs more than twelve residential staff at any time during the policy period in order to reduce the possibility of being underinsured.

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**Extra Coverages**

(continued)

**Employment practices liability.** We cover damages you or a family member is legally obligated to pay any residential staff for a wrongful employment act caused by an occurrence when the claim is made or the suit is brought in the United States of America, its territories or possessions, or Puerto Rico, unless stated otherwise or an exclusion applies.

**Amount of coverage for Employment practices liability.** The maximum amount of coverage for Employment practices liability available for any one occurrence is the amount of coverage for Employment practices liability shown in the Coverage Summary. We will not pay more than this amount in any one occurrence for covered damages regardless of how many claims or people are involved in the occurrence.

The maximum annual amount of coverage for Employment practices liability shown in the Coverage Summary is the most we will pay for the sum of all covered damages during the policy period regardless of the number of claims, people, or occurrences.

**Deductible.** A deductible is that amount we will subtract from the amount of covered damages we pay. The deductible shown in the Coverage Summary for Employment practices liability applies to each Employment practices liability occurrence, unless stated otherwise.

**Reputational injury.** We cover the reasonable and necessary fees or expenses that you incur for services provided by a reputation management firm to minimize potential injury to the reputation of you or a family member solely as a result of an employment practices crisis caused by an occurrence if:

- the employment practices crisis is reported to us as soon as reasonably possible but not later than 30 days after the employment practices crisis begins; and
  - you obtain approval of the reputation management firm from us before incurring any fees or expenses,
- unless stated otherwise or an exclusion applies. There is no deductible for this coverage.

**Amount of coverage for Reputational injury.** The maximum amount of coverage for Reputational injury available for any one occurrence is the amount of coverage for Reputational injury shown in the Coverage Summary. We will not pay more than this amount in any one occurrence for covered damages regardless of how many claims or people are involved in the occurrence.

The maximum annual amount of coverage for Reputational injury shown in the Coverage Summary is the most we will pay for the sum of all covered damages during the policy period regardless of the number of claims, people, or occurrences.

**Condition for Employment practices liability coverage.** The following condition applicable to Employment practices liability coverage is in addition to the General Conditions, Liability Conditions, and Special Conditions described under Policy Terms.

If on the effective date of any policy period the number of residential staff exceeds twelve, your eligibility for Employment practices liability coverage will cease as of that date. If Employment practices liability coverage has been provided, it will be cancelled or nonrenewed at the earliest date allowed by law and an appropriate notice of cancellation or nonrenewal will be issued.

## Personal Liability Coverage

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### Exclusions

These exclusions apply to this part of your Masterpiece Policy, unless stated otherwise.

**Motorized land vehicles.** We do not cover any damages arising out of the ownership, maintenance, use, loading, unloading, or towing of any motorized land vehicle. This includes any trailers or any watercraft being towed by or carried on any registered vehicle. This exclusion does not apply to unregistered vehicles. But we do not cover an unregistered vehicle designed for recreational purposes except when used on:

- your residence premises;
- the premises where you are temporarily residing or renting for other than business use; or
- vacant land owned by you or rented to you.

In addition, this exclusion does not apply to golf carts when used:

- on a golfing facility;
- to cross roads at designated points in the golfing facility; or
- on roads of your private residential community with the authority of the property owners association.

This exclusion does not apply to the Extra Coverage, Rented or borrowed vehicles.

**Aircraft.** We do not cover any damages arising out of the ownership, maintenance, use, loading, unloading, or towing of any aircraft that is rented to, owned by, or in the care, custody or control of a covered person, except a non-owned aircraft chartered with a professional crew by you or on your behalf.

**Large watercraft.** We do not cover any damages arising out of the ownership, maintenance, use, loading, unloading or towing of any watercraft 26 feet or longer or with more than 50 engine rated horsepower owned or controlled, directly or indirectly, by a covered person, or which is rented by, furnished to, or made available to a covered person for longer than 30 days. But we do cover watercraft being stored, unless another exclusion applies.

**Hovercraft.** We do not cover any damages arising out of the ownership, maintenance, use, loading, unloading or towing of any hovercraft. We do not cover any property damages to hovercraft rented to, owned by, or in the care, custody or control of a covered person.

**Motorized land vehicle racing or track usage.** We do not cover any damages arising out of the ownership, maintenance or use of any motorized land vehicle:

- during any instruction, practice, preparation for, or participation in, any competitive, prearranged or organized racing, speed contest, rally, gymkhana, sports event, stunting activity, or timed event of any kind; or
- on a racetrack, test track or other course of any kind.

**Watercraft racing or track usage.** We do not cover any damages arising out of the ownership, maintenance or use of any watercraft during any instruction, practice, preparation for, or participation in, any competitive, prearranged or organized racing, speed contest, rally, sports event, stunting activity or timed event of any kind. This exclusion does not apply to sailboat racing even if the sailboat is equipped with an auxiliary motor.

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**Exclusions**

(continued)

**Workers' compensation or disability.** We do not cover any damages a covered person is legally:

- required to provide; or
- voluntarily provides under any:
  - workers' compensation;
  - disability benefits;
  - unemployment compensation; or
  - other similar laws.

But we do provide coverage in excess over any other insurance for damages a covered person is legally required to pay for bodily injury to a domestic employee of a residence shown in the Coverage Summary which are not compensable under workers' compensation, unless another exclusion applies.

**Director's liability.** We do not cover any damages for any covered person's actions or failure to act as an officer or member of a board of directors of any corporation or organization.

However, we do cover such damages if you or a family member is:

- an officer or member of a board of directors of a homeowner, condominium or cooperative association; or
- not compensated as an officer or member of a board of directors of a not-for-profit corporation or organization, unless another exclusion applies.

**Damage to covered person's property.** We do not cover any person for property damage to property owned by any covered person.

**Damage to property in your care.** We do not cover any person for property damage to property of others rented to, occupied by, used by, or in the care of any covered person, to the extent that the covered person is required by contract to provide insurance. But we do cover such damages for loss caused by fire, smoke, or explosion unless another exclusion applies. This exclusion does not apply to property damage to a motorized land vehicle rented to a covered person if the Extra Coverage, Rented or borrowed vehicles applies.

**Wrongful employment act.** We do not cover any damages arising out of a wrongful employment act. This exclusion does not apply to Employment practices liability coverage if Employment practices liability coverage is shown in the Coverage Summary.

**Discrimination.** We do not cover any damages arising out of discrimination due to age, race, color, sex, creed, national origin, or any other discrimination. This exclusion does not apply to Employment practices liability coverage.

**Intentional acts.** We do not cover any damages arising out of a willful, malicious, fraudulent or dishonest act or any act intended by any covered person to cause personal injury or property damage, even if the injury or damage is of a different degree or type than actually intended or expected. But we do cover such damages if the act was intended to protect people or property unless another exclusion applies. An intentional act is one whose consequences could have been foreseen by a reasonable person. This exclusion does not apply to Employment practices liability coverage.

## Personal Liability Coverage

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### Exclusions

(continued)

**Molestation, misconduct or abuse.** We do not cover any damages arising out of any actual, alleged or threatened:

- sexual molestation;
- sexual misconduct or harassment; or
- abuse.

This exclusion does not apply to Employment practices liability coverage.

**Nonpermissive use.** We do not cover any person who uses a motorized land vehicle or watercraft without permission from you or a family member.

**Business pursuits.** We do not cover any damages arising out of a covered person's business pursuits, investment or other for-profit activities, any of which are conducted on behalf of a covered person or others, or business property.

But we do cover damages arising out of volunteer work for an organized charitable, religious or community group, an incidental business away from home, incidental business at home, incidental business property, incidental farming, or residence premises conditional business liability, unless another exclusion applies.

"Incidental business away from home" is a self-employed sales activity, or a self-employed business activity normally undertaken by persons under the age of 18 such as newspaper delivery, babysitting, caddying, and lawn care. Either of these activities must:

- not yield gross revenues in excess of \$15,000 in any year;
- have no employees subject to any workers' compensation, disability benefits, unemployment compensation or other similar laws; and
- conform to local, state, and federal laws.

"Incidental business at home" is a business activity, other than farming, conducted in whole or in part on your residence premises which must:

- not yield gross revenues in excess of \$15,000 in any year, except for the business activity of managing one's own personal investments, regardless of where the revenues are produced;
- have no employees subject to any workers' compensation, disability benefits, unemployment compensation or other similar laws; and
- conform to local, state, and federal laws.

"Incidental business property" is limited to the rental or holding for rental, to be used as a residence, of a condominium or cooperative unit owned by you, an apartment unit rented to you, a one or two family dwelling owned by you, or a three or four family dwelling owned and occupied by you. We provide this coverage only for premises listed in the Coverage Summary unless the rental or holding for rental is for:

- a residence of yours that is occasionally rented and that is used exclusively as a residence; or
- part of a residence of yours by one or two roomers or boarders; or
- part of a residence of yours as an office, school, studio, or private garage.

"Incidental farming" is a farming activity which meets all of the following requirements:

- is incidental to your use of the premises as your residence;
- does not involve employment of others for more than 1,500 hours of farm work during the policy period;
- does not produce more than \$25,000 in gross annual revenue from agricultural operations;

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**Exclusions**

(Continued)

- and with respect to the raising or care of animals:
  - does not produce more than \$50,000 in gross annual revenues;
  - does not involve more than 25 sales transactions during the policy period;
  - does not involve the sale of more than 50 animals during the policy period.

"Residence premises conditional business liability" is limited to business or professional activities when legally conducted by you or a family member at your residence shown in the Coverage Summary. If there is no other valid and collectible insurance, we provide coverage only for personal injury or property damage arising out of the physical condition of that residence if:

- you do not have any employees involved in your business or professional activities who are subject to any workers' compensation, disability benefits, unemployment compensation, or other similar laws; or, if you are a doctor or dentist, you do not have more than two employees subject to such laws; and
- you are a home day care provider whose annual gross revenues from this activity do not exceed \$5,000.

We do not cover damages or consequences resulting from business or professional care or services performed or not performed.

**The following exclusion, Contamination, applies only to "Incidental farming" as described under the exclusion, Business pursuits.**

**Contamination.** We do not cover any actual or alleged damages arising out of the discharge, dispersal, seepage, migration or release or escape of pollutants. Nor do we cover any cost or expense arising out of any request, demand or order to:

- extract pollutants from land or water;
- remove, restore or replace polluted or contaminated land or water; or
- test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants, or in any way respond to or assess the effects of pollutants.

However, this exclusion does not apply if the discharge, dispersal, seepage, migration, release or escape is sudden and accidental. A "pollutant" is any solid, liquid, gaseous or thermal irritant or contaminant, including smoke (except smoke from a hostile fire), vapor, soot, fumes, acids, alkalis, chemicals and waste. A "contaminant" is an impurity resulting from the mixture of or contact of a substance with a foreign substance. "Waste" includes materials to be disposed of, recycled, reconditioned or reclaimed.

**Pursuit or holding of public office.** We do not cover any damages arising out of a covered person's pursuit or holding of an elected public office. But we do cover such damages for you or a family member if:

- the annual compensation of the office, whether accepted or not, does not exceed \$20,000; and
- the hours required to perform the duties of the office do not exceed an annual average of 20 hours of work per week during the policy period.

**Financial guarantees.** We do not cover any damages for any covered person's financial guarantee of the financial performance of any covered person, other individual or organization.

## Personal Liability Coverage

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### Exclusions

(continued)

**Professional services.** We do not cover any damages for any covered person's performing or failure to perform professional services, or for professional services for which any covered person is legally responsible or licensed.

**Acts of war.** We do not cover any damages caused directly or indirectly by war, undeclared war, civil war, insurrection, rebellion, revolution, warlike acts by military forces or personnel, the destruction or seizure of property for a military purpose, or the consequences of any of these actions.

**Contractual liability.** We do not cover any assessments charged against a covered person as a member of a homeowners, condominium or cooperative association. We also do not cover any damages arising from contracts or agreements made in connection with any covered person's business. Nor do we cover any liability for unwritten contracts, or contracts in which the liability of others is assumed after a covered loss.

**Covered person's or dependent's personal injury.** We do not cover any damages for personal injury for any covered person or their dependents where the ultimate beneficiary is the offending party or defendant. We also do not cover any damages for personal injury for which you or a family member can be held legally liable, in any way, to a spouse, a family member, a person who lives with you, or a person named in the Coverage Summary. We also do not cover any damages for personal injury for which a spouse, a family member, a person who lives with you, or a person named in the Coverage Summary can be held legally liable, in any way, to you or a family member.

However, we do cover damages for bodily injury arising out of the use of a motorized land vehicle for which you or a family member can be held legally liable to a spouse, a family member, or a person named in the Coverage Summary, or for which a spouse, a family member, or any other person named in the Coverage Summary can be held legally liable to you or a family member to the extent that coverage is provided under this part of your Masterpiece policy.

**Liability for dependent care.** We do not cover any damages for personal injury for which a covered person's only legal liability is by virtue of a contract or other responsibility for a dependent's care.

**Illness.** We do not cover personal injury or property damage resulting from any illness, sickness or disease transmitted intentionally or unintentionally by a covered person to anyone, or any consequence resulting from that illness, sickness or disease. We also do not cover any damages for personal injury resulting from the fear of contracting any illness, sickness or disease, or any consequence resulting from the fear of contracting any illness, sickness or disease.

**Fungi and mold.** We do not cover any actual or alleged damages arising out of mold, the fear of mold, or any consequences resulting from mold or the fear of mold, other than as provided under the Extra Coverage, Fungi and mold. "Mold" means fungi, mold, mold spores, mycotoxins, and the scents and other byproducts of any of these.

**Liability for the acts of others.** We do not cover any person for damages arising from:

- any entrustment of property;
- the failure to supervise or the negligent supervision of any person; or
- any parental or ownership liability.

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**Exclusions**

(continued)

This exclusion applies only to damages arising out of the ownership, maintenance or use of any motorized land vehicle, watercraft 26 feet or longer or with more than 50 engine rated horsepower, aircraft, or hovercraft.

This exclusion does not apply to:

- the Extra Coverage, Rented or borrowed vehicles; or
- any other coverage provided under an exclusion in this part of your policy.

**Nuclear or radiation hazard.** We do not cover any damages caused directly or indirectly by nuclear reaction, radiation, or radioactive contamination, regardless of how it was caused.

**The following exclusions, Malicious or criminal acts and Special exclusions, apply solely to Employment practices liability coverage.**

**Malicious or criminal acts.** We do not cover any damages arising out of a willful, malicious, or criminal act or omission by any person whether or not the injuries or damages are actually intended, expected, or foreseeable by a reasonable person. But we do cover such damages if the act was intended to protect people, unless another exclusion applies.

**Special exclusions.** We do not cover the following:

- matters which may be deemed uninsurable according to any federal, state, or local statute, regulation, ordinance, or common law of the United States of America, its territories or possessions, or Puerto Rico under which the policy is construed;
- occurrences arising out of the breach of an actual or implied written or oral agreement related to employment;
- costs incurred to comply with any order, grant, or agreement to provide non-monetary relief; or
- occurrences arising out of any actual or alleged violation of any of the responsibilities, obligations, or duties imposed by the Consolidated Omnibus Budget Reconciliation Act, Employment Retirement Income Security Act of 1974, Fair Labor Standards Act (except the Equal Pay Act), state wage payment and collection laws, Federal Insurance Contributions Act, Immigration Reform and Control Act of 1986, National Labor Relations Act, Occupational Safety and Health Act, Social Security Act, Workers' Adjustment and Retraining Notification Act, including any amendments to these laws, promulgated rules, or regulations or any provisions of any similar federal, state, or local statute, regulation, ordinance, or common law of the United States of America, its territories or possessions, or Puerto Rico.

This part of your Masterpiece Policy provides you with vehicle liability coverage for your vehicles garaged in Ohio from a vehicle accident unless stated otherwise or an exclusion applies.

This coverage applies to a loss occurring anywhere in the United States of America, its territories or possessions, Puerto Rico or Canada, including an occurrence involving a covered vehicle while being transported between the above listed locations.

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## Payment for a Loss

### Amount of coverage

The amount of coverage for liability is shown in the Coverage Summary. We will not pay more than that amount for covered damages from any one occurrence, regardless of how many claims, vehicles, or people are involved in the occurrence.

Any costs we pay for legal expenses (see **Defense coverages**) are in addition to the amount of coverage.

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## Auto Preference Vehicle Liability Coverage

We cover damages a covered person is legally obligated to pay for bodily injury or property damage arising from the ownership, maintenance, or use of a motor vehicle which take place anytime during the policy period and are caused by an occurrence unless stated otherwise or an exclusion applies. Exclusions to this coverage are described in **Exclusions**.

- In lieu of the definition for "you" in the Introduction, the following definition of "you" applies:  
"You" means the person named in the Coverage Summary, and a spouse who lives with that person. If the spouse no longer lives with the person named in the Coverage Summary, the spouse will still be considered "you" until the earlier of:
- the end of the 90 days following the spouse's change of residency;
  - the effective date of another policy listing the spouse as a named insured; or
  - the date this policy is no longer in effect.

A "covered person" means:

- you or a family member;
- any person using your covered vehicle with permission from you or a family member;
- any person or organization with respect to their legal responsibility for acts or omissions of a covered driver; or
- any combination of the above.

A "covered vehicle" means:

- any vehicle named in the Coverage Summary;
- any motor vehicle you acquire during the policy period **except** a pickup, panel truck, or van used in a business, (but you must request coverage for it within 30 days after you become the owner and pay the additional premium from the date acquired);
- any motor vehicle you purchase outside the United States or Canada, for 30 days after you acquire ownership;

**Auto Preference®  
Vehicle Liability  
Coverage**

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**Auto Preference Vehicle Liability Coverage**

(continued)

- any trailer you own; or
- any motor vehicle you do not own while being used as a temporary substitute for another covered vehicle that is out of normal use because of its breakdown, repair, servicing, loss, or destruction;
- any motor vehicle not owned by you or a family member when used with the owner's permission, provided it is not furnished or available for you or a family member's regular use.

"Collector vehicle" means any vehicle shown as a collector vehicle in the Coverage Summary that is maintained primarily for use in car club activities, exhibitions, parades, functions of public interest or for a private collection, and is used infrequently for other purposes.

"Bodily injury" means physical bodily harm, including sickness or disease that results from it, and required care, loss of service and resulting death.

"Property damage" means physical injury to or destruction of tangible property and the resulting loss of its use.

"Damages" means the sum that is paid or is payable to satisfy a claim settled by us or resolved by judicial procedure or by a compromise we agree to in writing.

**Defense coverages**

We will defend a covered person against any suit seeking covered damages for bodily injury or property damage. We provide this defense at our own expense, with counsel of our choice, even if the suit is groundless, false, or fraudulent. We may investigate, negotiate, and settle any such claim or suit at our discretion.

As part of our investigation, defense, negotiation, or settlement we will pay:

- all premiums on appeal bonds required in any suit we defend;
- all premiums on bonds to release attachments for any amount up to the amount of coverage (but we are not obligated to apply for or furnish any bond);
- all expenses incurred by us;
- all costs taxed against a covered person;
- all interest accruing after a judgement is entered in a suit we defend on only that part of the judgement we are responsible for paying. We will not pay interest accruing after we have paid the judgement up to the amount of coverage;
- all prejudgement interest awarded against a covered person on that part of the judgement we pay or offer to pay. We will not pay any prejudgement interest based on that period of time after we make an offer to pay the amount of coverage;
- all earnings lost by each covered person at our request, up to \$50,000;
- other reasonable expenses incurred by a covered person at our request; and
- the cost of bail bonds required of a covered person because of a covered loss.

In jurisdictions where we may be prevented by local law from carrying out these Defense Coverages, we will pay only those defense expenses that we agree in writing to pay and that are incurred by you.

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## **Extra Coverages**

In addition to covering damages and defense costs, we also provide other related coverages. These coverages are in addition to the amount of coverage for damages and defense costs unless stated otherwise or an exclusion applies. Exclusions to this coverage are described in **Exclusions**.

### **Medical payments**

We will pay the necessary medical expenses, up to a total of \$10,000 for each person, for medical expenses incurred or medically ascertained within three years of an accident. We provide these expenses for an occurrence occurring anywhere in the world. But the expenses must be for bodily injury to:

- any person while occupying a covered vehicle, or any other vehicle operated by you or a family member;
- you or a family member while occupying or struck by a motor vehicle or trailer.

"Medical expenses" includes reasonable charges for first aid, medical, funeral, surgical, x-ray, dental, ambulance, hospital, rehabilitation, professional nursing services, and prosthetic devices.

However, we do not cover any person for medical expenses for bodily injury sustained while occupying any motor vehicle having less than four wheels unless the vehicle is shown in the Coverage Summary or coverage is provided under the Extra Coverage, Rental vehicle coverage.

### **Rental vehicle coverage**

We cover, as a covered vehicle any:

- motor vehicle you or a family member rent for up to 90 days; or
- motor vehicle with less than four wheels you or a family member rent for up to 30 days, anywhere in the world when used with the owner's permission. We cover damages a covered person is legally obligated to pay to the rental company for bodily injury or property damage arising from the maintenance or use of this rented motor vehicle which takes place anytime during the policy period and are caused by an occurrence unless stated otherwise or an exclusion applies. These payments do not increase the amount of liability coverage.

### **Worldwide coverage**

If the limit of liability shown in the Coverage Summary is \$1 million or more, this coverage applies to a loss occurring anywhere in the world unless stated otherwise or an exclusion applies. These payments do not increase the amount of liability coverage.

This Extra Coverage is not provided when you have coverage provided by an excess or umbrella policy issued by a direct or indirect subsidiary of The Chubb Corporation or another company.

### **Out-of-state coverage**

Under the following circumstances, we provide coverage for a motor vehicle accident that occurs in a state, province, United States territory or possession, or Puerto Rico other than one where your covered vehicle is principally garaged. These provisions do not entitle anyone to duplicate payments.

**Auto Preference®  
Vehicle Liability  
Coverage**

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**Extra Coverages**

(continued)

**Higher limits.** If the state, province, United States territory or possession, or Puerto Rico has a financial responsibility or similar law specifying limits of liability for bodily injury or property damage higher than the amount of coverage shown in the Coverage Summary, we will provide the specified higher limit.

**Compulsory insurance.** If the state, province, United States territory or possession, or Puerto Rico has a compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a motor vehicle in any of the above listed locations, we will provide the required minimum amounts and types of coverage.

**Financial responsibility**

If we certify this policy as proof of financial responsibility under any financial responsibility law, this policy will comply with the provisions of the law to the extent of the coverage required. This provision does not entitle anyone to duplicate payments.

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**Exclusions**

These exclusions apply to your Auto Preference Vehicle Liability Coverage, including the Extra Coverages, unless stated otherwise.

**Intentional acts.** We do not cover any person who intentionally causes bodily injury or property damage. An intentional act is one whose consequences could have been foreseen by a reasonable person.

**Nonpermissive use.** We do not cover any person who uses a covered vehicle without permission from you or a family member.

**Owned property.** We do not cover any person for damage to property owned or being transported by that person.

**Other property.** We do not cover any person for damage to property rented to, used by, or in the care of that person. This exclusion does not apply to a residence or private garage; or to private passenger cars, vans, pickup trucks, motorhomes, or trailers not owned by, furnished to, or available for the regular use of you or a family member.

**Workers' compensation or disability.** We do not cover any damages a covered person is legally obligated to provide under any workers' compensation, disability benefits, unemployment compensation or similar laws. But we do provide coverage in excess over any other insurance for damages a covered person is legally obligated to pay for bodily injury to a domestic employee of a residence shown in the Coverage Summary which are not compensable under workers' compensation, unless another exclusion applies.

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## **Exclusions**

(continued)

**Vehicles used for a fee.** We do not cover any person for damages arising out of the ownership, maintenance, or operation of a vehicle while it is being used to carry people or property for a fee. But for vehicles other than collector vehicles, this exclusion does not apply to a shared-expenses car pool, unless another exclusion applies.

**Racing or track usage.** We do not cover any person for damages arising out of the ownership, maintenance or use of any vehicle:

- during instruction, practice, preparation for or participation in any competitive, prearranged or organized racing, speed contest, rally, gymkhana, sports event, stunting activity, or timed event of any kind; or
- on a racetrack, test track or other course of any kind.

**Vehicle-related jobs.** We do not cover any person while employed or otherwise engaged in the business of selling, repairing, servicing, storing, parking, testing, or delivering vehicles. This exclusion does not apply to the ownership, maintenance or use of:

- any vehicle shown in the Coverage Summary;
- any motor vehicle you acquire during the policy period **except** a pickup, panel truck, or van used in a business, (but you must request coverage for it within 30 days after you become the owner and pay the additional premium from the date acquired); or
- any motor vehicle you purchase outside the United States or Canada, for 30 days after you acquire ownership, by you, a family member or any employee of you or a family member.

**Business use.** We do not cover any person maintaining or using any vehicle while employed or otherwise engaged in any business or occupation. However, this exclusion does not apply to you or a family member for damages arising out of the maintenance or use of a covered vehicle, or to any person covered for vehicle-related jobs as described in the exclusion for Vehicle-related jobs, with respect to that job, unless another exclusion applies.

**Collector vehicle usage.** We do not cover any person for damages arising out of the ownership, maintenance, or operation of a collector vehicle while it is being used in any business or occupation, driven by any person under the age of 25 years, or while it is being used for purposes other than as defined in the definition of "collector vehicle".

**Noninsured motor vehicles with less than four wheels.** We do not cover any person for damages arising out of the ownership, maintenance, or use of any motor vehicle with less than four wheels:

- owned by you or a family member; or
- furnished to, made available or rented to you or a family member for longer than 30 days, unless that vehicle is shown in the Coverage Summary.

**Other vehicles.** We do not cover any person for damages arising out of the ownership, maintenance, or use of any vehicle (except your covered vehicles) which is owned by, furnished to, or available for the regular use of you or a family member. However, this exclusion does not apply to you for motor vehicles owned by, furnished to, or available for the regular use of a family member.

**Auto Preference®  
Vehicle Liability  
Coverage**

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**Exclusions**

(continued)

**Fungi and mold.** We do not cover any actual or alleged damages arising out of mold, the fear of mold, or any consequences resulting from mold or the fear of mold. "Mold" means fungi, mold, mold spores, mycotoxins, and the scents and other byproducts of any of these.

**Acts of war.** We do not cover any damages caused directly or indirectly by war, undeclared war, civil war, insurrection, rebellion, revolution, warlike acts by military forces or personnel, the destruction or seizure of property for a military purpose, or the consequences of any of these actions.

**Nuclear or radiation hazard.** We do not cover any damages caused directly or indirectly by nuclear reaction, radiation, or radioactive contamination, regardless of how it was caused.



**Name and address of Insured**

JEFFREY AND MARIA DECKER  
PO BOX 43550  
CINCINNATI, OH 45243

**Page 1**

**Effective Date** 1/10/14

**Policy no.** 13127867-05

**Issued by** Chubb National Insurance Company  
a stock insurance company  
incorporated in Indiana

**Policy period** 2/2/13 to 2/2/14

**If you have any questions, please contact**  
MARKETSOURCE AGENCY NETWORK, LLC  
2400 CORP EXCHANGE #100  
COLUMBUS, OH 43231  
614.942.1460

Based on information provided by you, your agent or broker, or due to information obtained about your insured property, we have revised your Chubb Masterpiece Policy.

Your premium will not be changed for this revision to your home and contents coverage.

Your premium will not be changed for this revision to your vehicle coverage.

Your premium will not change for this revision.

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**MAILING ADDRESS HAS BEEN CHANGED.**

**FROM**

JEFFREY AND MARIA DECKER  
9645 CUNNINGHAM ROAD  
CINCINNATI, OH 45243

**TO**

JEFFREY AND MARIA DECKER  
PO BOX 43550  
CINCINNATI, OH 45243

As the duly authorized representative of the company my signature validates this policy.

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Paul N. Morrissette  
Authorized representative