

## Notice and Evidence of Insurance

A policy of insurance (the "Policy") has been purchased for the interests of the Named Insured. The Policy may provide certain limited insurance coverage to the Tenant as specified herein.

### Policy Details

<b>Insurer</b> QBE Specialty Insurance Company	<b>Policy Number</b>
<b>Named Insured</b>	<b>Community Name</b>
<b>Claim Submission</b>	<b>To obtain information about, or a copy of Policy contact</b>

### Tenant's Schedule

Tenant	Coverage Effective Date	Apartment Number
<b>Tenant's Personal Property Coverage</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Tenant's Personal Property Coverage Limit</b>	<b>Tenant's Personal Property Aggregate Limit of Liability</b> \$ Aggregate for all Claims per Tenant per 12 month period
<b>Tenant's Premises Liability Coverage</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Tenant's Premises Liability Coverage Limit</b>	<b>Tenant's Premises Liability Aggregate Limit</b> \$ per 12 month period

### DISCLOSURE AND STATEMENT OF TENANT'S COVERAGE

Coverages available to Tenant are summarized below. This Notice and Evidence of Insurance is not an insurance policy. It does not affirmatively or negatively amend, extend or alter the coverage afforded by the Policy. Tenant is encouraged to review the Policy which sets forth all applicable terms, conditions, limitations and exclusions. Coverage may be narrower than a traditional renter's insurance policy.

**Tenant's Personal Property Endorsement (the "Personal Property Endorsement"):** This coverage is provided only if "Yes" is indicated next to Tenant's Personal Property Coverage in the Tenant Schedule set forth above.

The contents coverage offered to the Tenant under the Personal Property Endorsement provides protection for Tenant's belongings extending to specific named perils (including Burglary) subject to the terms of the Policy and the Personal Property Endorsement. Tenant is not the Named Insured under the Policy, but is an insured under the Personal Property Endorsement to the extent of Tenant's ownership interest in property insured hereunder. This contents coverage is subject to the aggregate limit of the Tenant's Personal Property Endorsement which may limit the availability of such coverage or reduce the stated per claim contents limit.

**Deductible:** \$500 per claim.

**Notice:** After a loss, Tenant is responsible for giving prompt notice to the Insurer (see Claim Submission information set forth above) with details of the loss, notifying the police if a law has been broken, and protecting their property from any further damage, as provided in the Personal Property Endorsement.

In the event of a loss, the insurance carrier may require proof of Tenant's ownership of covered contents. Receipts and/or photographs can be satisfactory and can expedite the claims process. We recommend that Tenants take an inventory of and photograph all personal possessions and store the documentation in a secure location.

**Tenant's Premises Liability Endorsement (the "Premises Liability Endorsement"):** This coverage is provided only if "Yes" is indicated next to the Tenant's Premises Liability Coverage in the Tenant Schedule set forth above.

The premises liability coverage offered to the Tenant under the Premises Liability Endorsement provides the Tenant with Premises Liability coverage for "bodily injury" or "property damage" caused by an "occurrence", and coverage for Medical Payments to Others as defined in the Premises Liability Endorsement. Tenant is not the Named Insured under the Policy, but is an insured under the Premises Liability Endorsement to the extent of Tenant's maintenance or use of the "residence premises". This premises liability coverage is subject to the aggregate limit of the Tenant's Premises Liability Coverage Endorsement which may limit the availability of such coverage or reduce the stated per occurrence liability limit.

**Deductible:** No deductible applies to this coverage.

**Notice:** After a loss, Tenant is responsible for giving prompt notice to the Insurer (see Claim Submission information set forth above) with details of the loss, as provided in the Premises Liability Endorsement.



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

**TENANT’S PERSONAL PROPERTY AND LOSS OF USE COVERAGE ENDORSEMENT**

<b>Name of Insured:</b>	[ ]
<b>Policy Number:</b>	[ ]
<b>Endorsement Number:</b>	[IF APPLICABLE, insert chronological # of endorsement within policy]
<b>Effective Date of Endorsement:</b>	[ ]
<b>Name of Insurer:</b>	[ ]

This endorsement modifies insurance provided under the following:

PROPERTY MANAGER AND LANDLORD PROTECTION POLICY

**Schedule**

<b>Tenant:</b>	
<b>Residence Premises Location:</b>	
<b>Tenant’s Personal Property Limit of Liability:</b>	
<b>Deductible:</b>	\$500 per Claim
<b>Tenant’s Personal Property Aggregate Limit of Liability</b>	\$ Aggregate for all Claims per Tenant per 12 month period
<b>Special Limits of Liability:</b>	
<b>Money, bank notes and other items in A.2.a. below</b>	\$50 per “occurrence”
<b>Jewelry, watches, furs, and other items in A.2.b. below</b>	\$50 per “occurrence”
<b>“Business” property items in A.2.c. below</b>	\$50 per “occurrence”
<b>Loss Of Use Limit of Liability</b>	\$
<b>Additional Coverages:</b>	
<b>Debris Removal</b>	\$100 per “occurrence”
<b>Building Additions And Alterations</b>	\$200 per “occurrence”
<b>Glass Or Safety Glazing Material</b>	\$100 per “occurrence”
<b>Mold, Fungus or Wet Rot</b>	\$250 per “occurrence”

**AGREEMENT**

We will provide the insurance described in this Coverage Part in return for the payment of the premium by the Named Insured and compliance with all provisions of the Policy applicable to the Named Insured and the “tenant” respectively. For the purpose of the coverage provided in this Coverage Part, the “tenant” shall be considered an insured.



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## PROPERTY COVERAGES

### A. Personal Property

We shall pay up to the amount shown in the Tenant's Personal Property Limit of Liability per "occurrence" for any claim by a "tenant" under this Coverage Part, and subject to the Tenant's Personal Property Aggregate Limit of Liability for all claims for the "tenant" in a twelve month period coinciding with the renewal date of the "tenant's" lease. A deductible as shown in the Schedule applies to each claim.

#### 1. Covered Property

We cover personal property owned by the "tenant" while located within that part of the "insured location" occupied by the "tenant" as the "residence premises". Coverage shall be limited to eligible "residence premises" properly reported to us under the Property Manager and Landlord Protection Policy coverage. Such coverage shall cease for each eligible "residence premises" upon the earlier of:

- a. The Policy cancellation or expiration date;
- b. Termination of the "tenant's" lease for the "residence premises", or cessation of the Coverage Period for the "tenant" for any other reason; or
- c. Termination of the Property Manager and Landlord Protection Policy coverage to which this Coverage Part attaches.

#### 2. Special Limits Of Liability

The special limit for each category shown below is the total limit for each loss for all personal property in that category. These special limits do not increase the Personal Property Limit of Liability.

- a. Up to the amount shown in the Schedule for money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, stored value cards and smart cards, securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists. This limit includes the cost to research, replace or restore the information from the lost or damaged material.
- b. Up to the amount shown in the Schedule for jewelry, watches, furs, precious and semiprecious stones, firearms, silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.
- c. Up to the amount shown in the Schedule for property used primarily for "business" purposes.

#### 3. Property Not Covered

We do not cover:

- a. Animals, birds or fish;
- b. Motor vehicles, aircraft, hovercraft, watercraft, or "unmanned aircraft", including their accessories, equipment or parts, whether or not attached.

We do cover motor vehicles not required to be registered for use on public roads or property which are:

- (1) Used solely to service the "tenant's" residence; or
- (2) Designed to assist the elderly, infirmed handicapped;
- c. Property of roomers or boarders who are not "tenants";
- d. Property of guests of "tenants";



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- e. Property rented or held for rental to others by the “tenant”;
- f. “Business” data, including such data stored in books of account, drawings or other paper records, or computers and related equipment. We do cover the cost of blank recording or storage media, and of prerecorded computer programs available on the retail market.

## B. Loss Of Use

We will pay up to the Loss Of Use amount shown in the Schedule for loss of use. The limit of liability for Loss Of Use is the total limit for the coverages in 1. **Additional Living Expense** and 2. **Civil Authority Prohibits Use** below.

### 1. Additional Living Expense

If a loss by a Peril Insured Against under this Coverage Part to covered property or the building containing the property makes the "residence premises" not fit to live in, we cover any necessary increase in living expenses incurred by the “tenant” so that the “tenant’s” household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the damage or, if the “tenant” permanently relocates, the shortest time required for the “tenant’s” household to settle elsewhere.

### 2. Civil Authority Prohibits Use

If a civil authority prohibits the “tenant” from use of the "residence premises" as a result of direct damage to neighboring premises by a Peril Insured Against, we cover the loss as provided in 1. **Additional Living Expense** above for no more than two weeks.

### 3. Loss Or Expense Not Covered

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

The periods of time under 1. **Additional Living Expense** and 2. **Civil Authority Prohibits Use** above are not limited by expiration of this Policy.

## C. Additional Coverages

### 1. Debris Removal

We will pay the “tenant’s” reasonable expense for the removal of debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss.

We will pay up to the Debris Removal amount shown in the Schedule for debris removal. This coverage does not increase the Personal Property Limit of Liability.

### 2. Building Additions And Alterations

We cover under this Coverage Part the building improvements or installations, made or acquired at the “tenant’s” expense, to that part of the “residence premises” used exclusively by the “tenant”. We will pay up to the Building Additions and Alterations amount shown in the Schedule, for such building improvements or installations.

This coverage does not increase the Personal Property Limit of Liability.

### 3. Glass Or Safety Glazing Material

a. We cover:

- (1) The breakage of glass or safety glazing material which is part of the “residence premises” and covered as Additions And Alterations when caused directly by a Peril Insured Against; and
- (2) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of the “residence premises” arising from a



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Peril Insured Against.

b. This coverage does not include loss:

- (1) To covered property which results because the glass or safety glazing material has been broken, except as provided in a.(2) above; or
- (2) On the "residence premises" if the "residence premises" has been vacant for more than 30 consecutive days immediately before the loss. A "residence premises" being repaired is not considered vacant.

c. The Limit of Liability for this coverage is the Glass or Safety Glazing Material amount shown in the Schedule. This coverage does not increase the Personal Property Limit of Liability that applies to the damaged property.

#### 4. **Mold, Fungus Or Wet Rot**

This peril means loss to covered property caused by mold, fungus or wet rot directly ensuing from a Peril Insured Against. We will pay no more than the Mold, Fungus or Wet Rot amount shown in the Schedule in total for such loss. This limited coverage for mold, fungus or wet rot does not increase the Personal Property Limit of Liability applying to the damaged property.

#### **DEDUCTIBLE**

We will pay only that part of the total of all loss payable that exceeds the per claim deductible shown in the Schedule.

#### **PERILS INSURED AGAINST**

We insure for direct physical loss to covered property caused by any of the following perils unless the loss is excluded in EXCLUSIONS.

##### 1. **Fire Or Lightning**

##### 2. **Windstorm Or Hail**

##### 3. **Explosion**

##### 4. **Riot Or Civil Commotion**

##### 5. **Aircraft**

This peril includes self-propelled missiles and spacecraft.

##### 6. **Vehicles**

##### 7. **Smoke**

This peril means sudden and accidental damage from smoke, including the emission or puff back of smoke, soot, fumes or vapors from a boiler, furnace or related equipment. This peril does not include loss caused by smoke from agricultural smudging or industrial operations.

##### 8. **Burglary**

Loss to covered property as a result of burglary as evidenced by forcible entry to the "residence premises" and the prompt filing of a police report by the "tenant". This Peril Insured Against does not extend to mysterious disappearance, lost or misplaced property, or burglary from a "residence premises" under construction or vacant 30 or more consecutive days.

##### 9. **Falling Objects**

This peril does not include loss to covered property contained in the "residence premises" unless the roof or an outside wall of the "residence premises" is first damaged by a falling object. Damage to the falling object itself is not included.



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## 10. Weight Of Ice, Snow Or Sleet

This peril means weight of ice, snow or sleet which causes damage to covered property contained in the “residence premises”.

## 11. Accidental Discharge Or Overflow Of Water Or Steam

- a. This peril means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.
- b. This peril does not include loss:
  - (1) To the system or appliance from which the water or steam escaped;
  - (2) Caused by or resulting from freezing;
  - (3) On the “residence premises” caused by accidental discharge or overflow which occurs away from the building where the “residence premises” is located; or
  - (4) Caused by mold, fungus or wet rot as a result of accidental discharge or overflow of water or steam unless hidden within the walls or ceilings or beneath the floors or above the ceilings of the “residence premises”, and then we will pay no more in total for all such loss than the sublimit for mold, fungus and wet rot appearing in Additional Coverages 4. **Mold, Fungus or Wet Rot**. This limited coverage for mold, fungus or wet rot does not increase the Personal Property Limit of Liability applying to the damaged property.
- c. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.
- d. Exclusion 3. Water Damage, Paragraphs a. and c. that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril.

## 12. Sudden And Accidental Tearing Apart, Cracking, Burning Or Bulging

This peril means sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

This peril does not include loss caused by or resulting from freezing.

## 13. Sudden And Accidental Damage From Artificially Generated Electrical Current

This peril does not include loss to tubes, transistors, electronic components or circuitry that are a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus.

## 14. Volcanic Eruption

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

## EXCLUSIONS

- A. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

### 1. Ordinance Or Law

Ordinance Or Law means any ordinance or law:

- a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris;
- b. The requirements of which result in a loss in value to property; or



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- c. Requiring any “tenant” or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

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

This Exclusion applies whether or not property has been physically damaged.

## 2. **Earth Movement**

Earth Movement means:

- a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b. Landslide, mudslide or mudflow;
- c. Subsidence or sinkhole; or
- d. Any other earth movement including earth sinking, rising or shifting; caused by or resulting from human or animal forces or any act of nature.

## 3. **Water Damage**

Water Damage means:

- a. Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
- b. Water or water-borne material which backs up through sewers or drains or which overflows or is discharged from a sump, sump pump or related equipment; or
- c. Water or water-borne material below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure; caused by or resulting from human or animal forces or any act of nature.

## 4. **Power Failure**

Power Failure means the failure of power or other utility service if the failure takes place off the “residence premises”.

## 5. **Neglect**

Neglect means neglect of the “tenant” to use all reasonable means to save and preserve property at and after the time of a loss.

## 6. **War**

War includes the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike act by a military force or military personnel; or
- c. Destruction, seizure or use for a military purpose.

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

## 7. **Nuclear Hazard**

This Exclusion A.7. pertains to Nuclear Hazard to the extent set forth in K. Nuclear Hazard Clause under CONDITIONS in this Coverage Part.



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## 8. Intentional Loss

Intentional Loss means any loss arising out of any act a “tenant” commits or conspires to commit with the intent to cause a loss, even if the person committing the act is insane, intoxicated or otherwise impaired.

In the event of such loss, no “tenant” is entitled to coverage, even “tenants” who did not commit or conspire to commit the act causing the loss.

## 9. Governmental Action

Governmental Action means the destruction, confiscation or seizure of personal property by order of any governmental or public authority.

## 10. Freezing

Freezing, thawing, overflow, leakage or discharge of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures.

## 11. Theft

Theft, mysterious disappearance, lost or misplaced property, or burglary from a “residence premises” under construction or vacant 30 or more consecutive days.

This exclusion does not apply to the limited coverage for property provided in Item 8. **Burglary**, of PERILS INSURED AGAINST.

## 12. Vandalism Or Malicious Mischief

## 13. Mold, Fungus, Wet Or Dry Rot, Bacteria Or Microorganism

Loss arising out of or relating to:

- a. The actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, growth or spread of, any “fungi” or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such damage.
- b. Mold, “fungi”, wet or dry rot or bacteria or other microorganism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health. This exclusion applies regardless of whether there is:
  - (1) Any physical loss or damage to any part of the “insured location” or the “tenant’s” property;
  - (2) Any insured peril or cause, whether or not contributing concurrently or in any sequence;
  - (3) Any loss of use, occupancy, or functionality; or
- c. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, “fungi” or bacteria, by any “tenant” or by any other person or entity.

This exclusion does not apply to the limited coverage for mold, fungus or wet rot provided in Additional Coverages 4. Mold, Fungus or Wet Rot.

## 14. Terrorism

This insurance does not apply to loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any act of terrorism regardless of any other cause or event contributing or in any other sequence to the loss.

For the purpose of this endorsement, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or governments(s), committed for political,





religious, ideological, or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Coverage Part also excludes loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing, or in any way relating to any act of terrorism.

If we allege that by reason of this exclusion, any loss, damage, cost, or expense is not covered by this insurance, the burden of proving the contrary shall be upon the "tenant".

**15. Fire Department Service Charge**

Charges assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect property.

**16. Property Removed**

Property removed from the "residence premises" except when such property is removed to protect such property from a Peril Insured Against and for no more than 30 days while removed.

**17. Loss Assessment**

The "tenant's" share of loss assessment charged against them as a "tenant" of the "residence premises", by a corporation or association of property owners.

**18. Reasonable Repairs**

Any cost incurred by the "tenant" except for reasonable and necessary measures taken to protect property that is damaged by a Peril Insured Against from further damage.

**19. Pollution**

Loss arising out of actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by one or more of the Perils Insured Against.

**20. "Business" Or "Home-sharing Host Activities"**

"Property damage" arising out of or in connection with a "business" or "home-sharing host activities" conducted or engaged in by the "tenant" at the "insured location", whether or not the "business" is owned or operated by the "tenant" or employs the "tenant".

This Exclusion applies, but is not limited to, an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business" or "home-sharing host activities".

B. We do not insure for loss to personal property or loss of use caused by any of the following:

1. Dampness of atmosphere or weather conditions.
2. Wear and tear, marring, scratching, contamination, spoilage, decay or deterioration.
3. Mechanical breakdown, latent defect, inherent vice, or any quality in property that causes it to damage or destroy itself.
4. Smog, rust or other corrosion, or dry rot.
5. Faulty, inadequate or defective:
  - a. Planning, zoning, development, surveying, siting;
  - b. Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;



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- c. Materials used in repair, construction, renovation or remodeling; or
  - d. Maintenance of any property or the "residence premises".
6. Settling, shrinking, bulging or expansion, including resultant cracking of covered property or any bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings.

## PROPERTY CONDITIONS

In addition to the Conditions contained in the Policy, the following Property Conditions apply under this Coverage Part:

### A. Insurable Interest And Limit Of Liability

Even if more than one person has an insurable interest in the property covered, we will not be liable in anyone loss:

1. To the "tenant" for more than the amount of such "tenant's" interest at the time of loss; or
2. For more than the applicable Personal Property Limit of Liability.

### B. Duties After Loss

In case of a loss to covered property, we have no duty to provide coverage under this Coverage Part if the failure to comply with the following duties is prejudicial to us. These duties must be performed either by the "tenant" seeking coverage, or the "landlord" on the "tenant's" behalf:

1. Give prompt notice to us or our agent;
2. Protect the property from further damage;
3. Cooperate with us in the investigation of a claim;
4. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that prove ownership and justify the figures in the inventory;
5. As often as we reasonably require:
  - a. Show the damaged property;
  - b. Provide us with records and documents we request and permit us to make copies;
  - c. Submit to examination under oath, while not in the presence of another "tenant", and sign the same;
6. Send to us, within 60 days after our request, the "tenant's" signed, sworn proof of loss which sets forth, to the best of the "tenant's" knowledge and belief:
  - a. The time and cause of loss;
  - b. The interests of all "tenants" and all others in the property involved and all liens on the property;
  - c. Other insurance which may cover the loss;
  - d. The inventory of damaged personal property described in 4. above;

### C. Loss Settlement

We will pay no more than the least of the following amounts:

1. Repair or replacement cost without deduction for depreciation;
2. The Personal Property Limit of Liability for loss to covered property; or



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3. For loss to any item described in Special Limits of Liability, A.2.a. – c. above, the limit of liability that applies to the item;

less the applicable deductible.

**D. Loss To A Pair Or Set**

In case of loss to a pair or set we may elect to: repair or replace any part to restore the pair or set to its value before the loss; or pay the difference between the actual cash value of the property before and after the loss.

**E. Coverage Period**

This Coverage Part applies only to loss which occurs during the Coverage Period.

**F. Appraisal**

If the “tenant” and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, the “tenant” or we may request that the choice be made by a judge of a court of record in the state where the “residence premises” is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

Each party will pay its own appraiser; and bear the other expenses of the appraisal and umpire equally.

**G. Our Option**

If we give the “tenant” written notice within 30 days after we receive the “tenant’s” signed, sworn proof of loss, we may repair or replace any part of the damaged property with material or property of like kind, quality, model year and condition.

**H. Loss Payment**

We will adjust all losses with the “tenant”. We will pay the “tenant” unless some other person is legally entitled to receive payment. Loss will be payable 60 days after we receive the “tenant’s” proof of loss and: reach an agreement with the “tenant”; there is an entry of a final judgment; or there is a filing of an appraisal award with us.

**I. Follows Policy Terms and Conditions**

This Coverage Part is subject to the same terms and conditions of the Policy to which it is attached.

**J. No Benefit To Bailee**

We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of the Policy.

**K. Nuclear Hazard Clause**

Coverage does not apply to loss caused directly or indirectly by “nuclear hazard”. “Nuclear hazard” means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these. Loss caused by the “nuclear hazard” will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against.

**L. Recovered Property**

If the “tenant”, the “insured” or we recover any property for which we have made payment under this Coverage Part, the “tenant”, “insured” or we will notify the other of the recovery. At the “tenant’s” option, the property will be returned to or retained by the “tenant” or it will become our property. If the recovered property is returned to or retained by the “tenant”, the loss payment will be adjusted based on the amount the “tenant” received for the



recovered property.

## CONDITIONS

With respect to the coverage provided under this Coverage Part, the CONDITIONS Section of the Policy is amended by replacing the following:

### D. Suit Against Us

No action can be brought against us unless there has been full compliance with all of the terms of the Policy and the action is started within two years after the date of loss.

### F. Other Insurance

If a loss covered by this Coverage Part is also covered by other insurance (including but not limited to Coverage C – Personal Property under a tenant's renters or personal property insurance policy), insurance provided by this Coverage Part is excess over any amounts payable under any such other insurance.

### H. Concealment Or Fraud

We do not provide coverage to any "tenant" under this Coverage Part who, whether before or after a loss has:

1. Intentionally concealed or misrepresented any material fact or circumstance;
2. Engaged in fraudulent conduct; or
3. Made false statements;

relating to the insurance provided by this Coverage Part or during the presentation of a claim.

### K. Duty to Notify Tenant

The "tenant" is an insured under this Coverage Part so long as:

1. The "tenant" is in good standing under the lease agreement with respect to all rents and other amounts due from the "tenant" to the "landlord"; and
2. The Named Insured has paid us all premiums due to us under this Policy and this Coverage Part.

We have no duty to notify any "tenant" of any other coverage available to the "landlord" under the Policy, or cancellation or non-renewal of the Policy, other than the coverage under this Coverage Part. The Named Insured shall notify all "tenants" of cancellation or non-renewal of this Policy, including this Coverage Part, if applicable.

All other provisions of this Policy apply.





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TENANT'S PREMISES LIABILITY (WITH ANIMAL SUBLIMIT OF LIABILITY)

Table with 2 columns: Field Name and Value. Fields include Name of Insured, Policy Number, Endorsement Number, Effective Date of Endorsement, and Name of Insurer.

This endorsement modifies insurance provided under the following:

PROPERTY MANAGER AND LANDLORD PROTECTION POLICY

Schedule

Table with 2 columns: Description and Amount. Rows include Tenant, Residence Premises Location, Tenant's Premises Limit of Liability, Animal Sublimit of Liability, and Medical Payments Limit of Liability.

DEFINITIONS:

The following Definition is replaced:

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

The following Definition is added:

"Motor vehicle" means:

- 1. A motorized land vehicle designed for travel on public roads or subject to motor vehicle registration. A motorized land vehicle in dead storage at an "insured location" is not a "motor vehicle";
2. A trailer or semi-trailer designed for travel on public roads and subject to motor vehicle registration;
3. A boat, camp, home or utility trailer not being towed by or carried on a vehicle including in this definition;
4. A motorized golf cart, snowmobile or other motorized land vehicle owned by any "tenant" and designed for recreation uses off public roads, while off an "insured location". A motorized golf cart while used for golfing purposes is not a "motor vehicle"; or
5. Any vehicles while being towed by or carried on a vehicle included in this definition.

## AGREEMENT

We will provide the insurance described in this Coverage Part in return for the payment of the premium by the Named Insured and compliance with all provisions of the Policy applicable to the Named Insured and the "tenant" respectively. For the purpose of the coverage provided in this Coverage Part, the "tenant" shall be considered an insured.

### Tenant's Premises Liability

If a claim or suit is brought against a "tenant" for damages because of "bodily injury" or "property damage" caused by an "occurrence" arising:

1. Out of the "tenant's" maintenance or use of the "residence premises"; or
2. From an animal that was, at the time of loss, either owned by the "tenant" or intended to be in the "tenant's" care, custody or control

to which this coverage applies, we will:

- a. Pay up to the Tenant's Premises Limit of Liability – Per Occurrence, subject to the Tenant's Premises Limit of Liability – Per 12 Month Period shown in the Schedule, for the damages which a "tenant" is legally liable. Damages include prejudgment interest awarded against the "tenant";
- b. Subject to Paragraph a., pay up to the Animal Sublimit of Liability - Per Occurrence and the Animal Sublimit of Liability – Per 12 Month Period for the damages which a "tenant" is legally liable in connection with an animal liability claim; and
- c.. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may make such investigation and settlement of any claim or suit as it deems expedient. Our duty to defend ends when our Tenant's Premises Limit of Liability for the "occurrence" has been exhausted by payment of a judgment or settlement.

### Medical Payments to Others

We will pay up to the Medical Payments Limit of Liability shown in the Schedule for the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing "bodily injury". Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to the "tenant" or residents of the "tenant's" household except "residence employees". As to others, this coverage applies only to a person on the "insured location" with the permission of a "tenant".

### EXCLUSIONS

The Exclusions set forth in the Policy shall also apply to "bodily injury" and exclude coverage provided under this Endorsement.

The following Exclusions apply to this Coverage:

- A. Tenant's Premises Liability does not apply to "bodily injury" or "property damage":
  1. Arising out of the rendering or failing to render professional services;
  2. Arising out of any premises owned or rented to any "tenant" which is not an "insured location";
  3. Arising out of any "occurrence" off the "insured location"; but this exclusion does not apply to an "occurrence" off the "insured location" arising from an animal covered under this endorsement;
  4. Arising out of the ownership, maintenance, use, loading or unloading of:
    - a. Any "motor vehicle" owned or operated by, or rented, or loaned to any "tenant";



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- b. Any other “motor vehicle” operated by any person in the course of his or her employment by any “tenant”; but this exclusion does not apply to the parking of a motor vehicle not owned by or rented, or loaned to any tenant on the “tenant location”;
  - c. Any watercraft owned or operated by, or rented or loaned to any “tenant”; or
  - d. Any other watercraft operated by any person in the course of his or her employment by any “tenant”; but this exclusion does not apply while ashore at an “insured location”.
5. To any portion of the “residence premises” which the “tenant” has conveyed or rented to others.
6. Arising out of work, reconstruction, or renovation, or any portion thereof, which a “tenant” or others on his or her behalf perform, or out of material, parts or equipment furnished in connection with such work, reconstruction or renovation.
7. Arising out of demolition operations performed by or on behalf of any “tenant”.
8. For which the “tenant” may be held liable:
- a. As a person or organization engaged in the business of manufacturing, distributing, selling, or serving alcoholic beverages, or
  - b. If not engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed:
    - (1) By, or because of the violation of any statute, ordinance, or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverages, or
    - (2) By reason of selling, serving, or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol which causes or contributes to the intoxication of any person.
9. Arising from:
- a. Animals with a history of biting; or
  - b. An exotic pet, including, but not limited to, a snake, lion, tiger or alligator.
- B. Tenant’s Premises Liability does not apply to or provide coverage for damages or defense costs for any claim or suit alleging sexual misconduct, sexual molestation or physical or mental abuse.
- C. Tenant’s Premises Liability does not apply to “bodily injury” or “property damage” which arises out of the actual or alleged transmission of a communicable disease by the “tenant” or any other “insured”. This exclusion applies even if the claims, accusations, or charges brought by or against the “tenant” or any other “insured” allege negligence or other wrongdoing in the:
- 1. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
  - 2. Testing for a communicable disease;
  - 3. Failure to prevent the spread of the disease; or
  - 4. Failure to report the disease to authorities.
- D. Tenant’s Premises Liability does not apply to:
- 1. Liability assumed under any contract or agreement;
  - 2. “Property damage” to property owned by the “tenant”;
  - 3. “Property damage” to property rented to, occupied or used by or in the care of the “tenant”;
  - 4. Any obligation for which any “tenant” may be held liable under any workers’ compensation, non-occupational disability, or occupational disease, or similar law;

5. "Bodily injury" or "property damage" for which any "tenant" under this endorsement is also insured under a nuclear energy liability Certificate or would be an insured but for its termination upon exhaustion of its limit of liability. A nuclear energy liability Certificate is a Certificate issued by Nuclear Energy Liability Insurance, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors; or
6. "Bodily injury" to any employee of any "tenant" arising out of and in the course of his or her employment by any "tenant", other than a "residence employee" but only if the "residence employee" is injured:
  - a. In the course of his or her duties as a "residence employee"; and
  - b. While on the "residence premises".

## **ADDITIONAL COVERAGES**

### **A. Claim Expenses**

We pay:

1. Expenses incurred by us and costs taxed against any "tenant" in any suit we defend;
2. Premiums on bonds required in a suit defended by us, but not for bond amounts greater than the Tenant's Premises Limit of Liability – Per Occurrence. We are not obligated to apply for or furnish any bond;
3. Reasonable expenses incurred by any "tenant" at our request, including actual loss of earning (but not loss of other income) up to \$50.00 per day for assisting us in the investigation or defense of any claim or suit; and
4. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

### **B. First Aid Expenses**

We will pay expenses for first aid to others incurred by any "tenant" for "bodily injury" covered under this endorsement. We will not pay for first aid to you or any other "tenant".

## **LIABILITY CONDITIONS**

In addition to the Conditions set forth in the Policy, the following Liability Conditions apply to this Coverage:

### **A. Tenant's Premises Liability – Limit of Liability**

1. The Tenant's Premises Limit of Liability – Per Occurrence shown in the Schedule is the most we will pay per "occurrence" for "bodily injury" and/or "property damage". Subject to the Tenant's Premises Limit of Liability – Per Occurrence, the Animal Sublimit of Liability – Per Occurrence shown in the Schedule is the most we will pay per "occurrence" for "bodily injury" and/or "property damage" arising from an animal that was at the time of loss, either owned by the "tenant" or intended to be in the "tenant's" care, custody or control. Regardless of the number of "tenants", claims made or persons injured, our total liability for all damages resulting from any one "occurrence" shall not exceed the Tenant's Premises Limit of Liability – Per Occurrence and the Animal Sublimit of Liability – Per Occurrence shown in the Schedule. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general conditions shall be considered to be the result of one "occurrence".
2. The Tenant's Premises Limit of Liability – Per 12 Month Period is the most we will pay for all claims against the "tenant" in a twelve month period coinciding with the renewal date of the "tenant's" lease. Subject to the Tenant's Premises Limit of Liability - Per 12 Month Period, our total liability for all damages resulting from animal liability claims is the Animal Sublimit of Liability – Per 12 Month Period.

### **B. Severability of Insurance**

This insurance applies separately to each "tenant". This condition shall not increase our limit of liability for any one "occurrence".



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### C. Duties After Loss

In case of an accident or “occurrence”, the “tenant” shall perform the following duties that apply. The “tenant” shall cooperate with us in seeing that these are performed:

1. Give written notice to us or our agent as soon as practicable, which sets forth:
  - a. The identity of the Named Insured under this Policy, the “tenant”, and the “residence premises”;
  - b. Reasonably available information on the time, place and circumstances of the “occurrence”; and
  - c. Names and addresses of any claimant’s available witnesses;
2. Forward to us every notice, demand, summons or other process relating to the “occurrence”;
3. At our request, assist in:
  - a. Making settlement;
  - b. The enforcement of any right of contribution or indemnity against any person or organization who may be liable to any “tenant”;
  - c. The conduct of suits and attend hearings and trials; and
  - d. Securing and giving evidence and obtaining the attendance of witnesses; and
4. The “tenant” shall not, except at the “tenant’s” own cost voluntarily make any payment, assume any obligation or incur any expense other than for the first aid to others at the time of the “bodily injury”.

### D. Suit Against Us

No action shall be brought against us unless there has been compliance with the provisions of this endorsement. No one shall have any right to join us as a party to any action against any “tenant”. Further, no action with respect to the Tenant’s Premises Liability shall be brought against us until the “tenant’s” obligation has been determined by final judgment or agreement signed by us.

### E. Coverage Period

This Coverage Part applies only to “bodily injury” and “property damage”, which occurs on or after the effective date of this endorsement and during the Coverage Period of the Policy to which this Coverage Part is attached.

## CONDITIONS

With respect to the coverage provided under this Coverage Part, the CONDITIONS Section of the Policy is amended by replacing the following:

### K. Duty to Notify Tenant

The “tenant” is an insured under this Coverage Part so long as:

1. The “tenant” is in good standing under the lease agreement with respect to all rents and other amounts due from the “tenant” to the “landlord”; and
2. The Named Insured has paid us all premiums due to us under this Policy and this Coverage Part.

We have no duty to notify any “tenant” of any other coverage available to the “landlord” under the Policy, or cancellation or non-renewal of the Policy, other than the coverage under this Coverage Part. The Named Insured shall notify all “tenants” of cancellation or non-renewal of this Policy, including this Coverage Part, if applicable.

All other provisions of this Policy apply.