

## STUDENT PERSONAL PROPERTY CERTIFICATE COVERAGE FORM

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

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

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

### A. COVERAGE

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

#### 1. COVERED PROPERTY

Except as provided in **PROPERTY NOT COVERED** below, Covered Property, as used in this Coverage Form, means:

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

As used in **a.**, **b.**, **c.** and **d.** above, unscheduled personal property includes, but is not limited to, unscheduled electronic equipment, except as provided in **PROPERTY NOT COVERED** below.

#### 2. PROPERTY NOT COVERED

Covered Property does not include:

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

#### 3. PROPERTY SUBJECT TO LIMITATION

The most we will pay for theft of jewelry, precious stones, plate and plated ware, clocks, watches, gold or silver, furs, or any object of art is \$2,000 per occurrence for the sum of all such items. However, the most we pay for the sum of all loss or damage to all such items during the period of coverage is \$4,000.

#### 4. COVERED CAUSES OF LOSS

Covered Causes of Loss means direct physical "loss" or damage to Covered Property except those causes of "loss" listed in the Exclusions.

## B. EXCLUSIONS

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

Seizure or destruction of property by order of governmental authority.

But we will pay for "loss" or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Form.
  - b. **Nuclear Hazard**
    - (1) Nuclear reaction or radiation, or radioactive contamination, however caused.
    - (2) But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the direct "loss" or damage caused by that fire.
  - c. **War And Military Action**
    - (1) War, including undeclared or civil war;
    - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
    - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

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

The failure, malfunction, inability or inadequacy of any Covered Property (including hardware, software, or any program) to correctly recognize, process, distinguish, interpret or accept one or more dates or times.
2. We will not pay for a "loss" or damage caused by or resulting from any of the following:
  - a. Delay of use, loss of use, loss of market or any other consequential loss.
  - b. Any willful act intended to cause loss or damage committed by you or anyone else at your direction.
  - c. Dishonest or criminal acts committed by you or anyone else to whom the property is entrusted for any purpose.
  - d. Unexplained disappearance or lost property.
  - e. Wear and tear, gradual deterioration, depreciation, any quality in the property that causes it to damage or destroy itself, hidden or latent defect.
  - f. Theft from any unattended vehicle unless at the time of theft its windows, doors, and compartments were closed and locked and there are visible signs that the theft was the result of forced entry. But this exclusion does not apply to property in the custody of a carrier for hire.
  - g. Theft of property left unattended during school breaks (such as Thanksgiving, Winter Break), unless at the time of theft there are visible signs that the theft was the result of forced entry.
  - h. Mechanical or electrical breakdown or failure;
  - i. Short circuit, or other electrical disturbance other than lightning;
  - j. Damage caused by actual work upon the property whether in your care, custody, or control or in the care, custody, or control of others;
  - k. Electrical or magnetic injury that results in damage to the covered electronic equipment or erasure of electronic records;
  - l. Dampness or dryness of atmosphere;
  - m. Changes in extremes of temperature;
  - n. Marring or scratching;
  - o. Any financial "loss" resulting from computer fraud committed by any person; or
  - p. Programming errors or incorrectly instructing the equipment.
3. We will not pay for any loss or damage that occurs unless, at the time that the loss or damage commences, you are either:
  - a. A member of the faculty or staff; or
  - b. "registered student"

of the educational institution which has been issued the Student Personal Property Master Policy of which this Certificate Coverage Form is a part and the loss or damage commences during the Period of Coverage.

## **C. LIMITS OF INSURANCE**

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

## **D. DEDUCTIBLE**

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

All your mobile devices, including but not limited to, cell phones, iPhones, blackberries, laptops or desktop computers are subject to a deductible of \$100, regardless of the deductible purchased and shown in the Certificate.

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

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

## **E. GENERAL CONDITIONS**

### **1. COVERAGE TERRITORY**

We will cover property wherever located worldwide.

### **2. VALUATION**

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

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

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

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

### **3. CANCELLATION & PERIOD OF COVERAGE**

#### **a. CANCELLATION**

You may cancel the policy for a full refund, nullifying and voiding coverage from inception, by notifying us in writing within 60 days from the inception date of the policy.

#### **b. PERIOD OF COVERAGE**

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

- c. We may cancel this policy subject to the cancellation provisions that are contained in the master policy that is on file at your college. This contract is available for your review at your college.

You may also view the cancellation provisions for your college at the agency website [www.haylor.com/student](http://www.haylor.com/student)

### **4. IMPAIRMENT OF RECOVERY RIGHTS**

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

### **5. ABANDONMENT**

There can be no abandonment of any property to us.

## 6. APPRAISAL

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

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

## 7. YOUR DUTIES IN THE EVENT OF LOSS

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

- a. Notify the campus police and other applicable law enforcement agency..
- b. Give us prompt notice of the "loss". Include a description of the property involved.
- c. Return damaged cell phones, computers and other electronic items valued at less than \$500 to Haylor, Freyer and Coon, Inc. For items valued over \$500, provide Haylor, Freyer and Coon, Inc. with a copy of a repair receipt from a reputable facility to substantiate loss to damaged property.
- d. As soon as possible, give us a description of how, when and where the "loss" occurred.
- e. Take all reasonable steps to protect the Covered Property from further damage and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent "loss" resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- f. Make no statement that will assume any obligation or admit any liability, for any "loss" for which we may be liable without our written consent.
- g. Permit us to inspect the property and records proving "loss".
- h. If requested, permit us to question you under oath, at such times as may be reasonably required, about any matter relating to this insurance or your claim. In such event, your answers must be signed.
- i. Send us a signed, sworn statement of "loss" containing the information we request to settle the claim. You must do so within 60 days after our request. We will supply you with the necessary forms.
- j. Promptly send us any legal papers or notices received concerning the "loss".
- k. Cooperate with us in the investigation or settlement of the claim.

## 8. LOSS PAYMENT

We will pay or make good any "loss" covered under this policy within 30 days after we reach an agreement with you or entry of a final, non-appealable judgment or the filing of an appraisal award with us. We will not be liable for any part of a "loss" that has been paid or made good by others.

## 9. LOSS TO A PAIR, SET OR PARTS

- a. **Pair or Set.** In the case of "loss" to any part of a pair or set, we may:
  - (1) Repair or replace any part to restore the pair or set to its value before the "loss"; or
  - (2) Pay the difference between the value of the pair or set before and after the "loss".
- b. **Parts.** In the case of "loss" to any part of Covered Property, consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

## 10. RECOVERIES

Any recovery or salvage on a "loss" will accrue entirely to our benefit until the sum paid by us has been made up.

## 11. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or from whom we make payment under this insurance has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person must do everything necessary to secure our rights and must do nothing after "loss" to impair them. We agree that we will not pursue recovery against the Named Insured shown in the declarations of the Master Policy of which this certificate is a part.

## 12. CONCEALMENT, MISREPRESENTATION OR FRAUD

This coverage is void in any case of fraud, intentional concealment, or misrepresentation of a material fact, by you, at anytime concerning the Certificate Coverage Form, the Covered Property, your interest in the Covered Property, or a claim under this policy.

### 13. SUIT AGAINST US

No one may bring a legal action against us under this Certificate unless there has been full compliance with all the terms of the Certificate and the action is brought within 2 years after you first have knowledge of the "loss".

### 14. NO BENEFIT TO BAILEE

No person or organization, other than you, having custody of Covered Property, will benefit from this insurance.

### 15. POLICY PERIOD

Unless excluded herein, we cover "loss" commencing during the policy period shown in the Certificate Coverage Form Declarations.

### 16. CHANGES

No changes in this policy may be made except by us in writing.

### 17. CONFORMITY TO STATE LAW

When any policy provision is in conflict with the applicable law of the State in which this policy is issued, the law of that State will apply.

## F. DEFINITIONS

1. "**Certificate holder**" means a registered student, faculty member or staff member to whom our authorized representative has issued a Certificate of Insurance. This includes the spouse and/or children under the age of 18 of the individual shown as the Named Insured on the Certificate Coverage Form Declarations, but only if they are residents of the Named Insured's household.
2. "**Loss**" means accidental damage or theft.
3. "**Registered student**" means one that is registered as a student with the educational institution which has been issued the Master Coverage Form of which this Certificate Coverage Form is a part. Breaks which occur within a semester, trimester, session or term (including summer sessions and terms) are included as part of that semester, trimester, session or term and if you are registered as a student as of the last day of the session before the break and as of the first day immediately subsequent to the break, you will be deemed to be a "registered student" during the break. You will also be considered a "registered student" for any period between the end of any semester, trimester, session or term (including summer sessions and terms) and the beginning of the educational institution's immediately subsequent semester, trimester, session or term (including summer sessions and terms) provided that you are registered as a student as of the last day of the ending semester, trimester, session or term and as of the first day of the educational institution's immediately subsequent semester, trimester, session or term.
4. "**Trackable Means**" means a method of shipment where the whereabouts of the item being shipped can be determined through the use of scanning, bar codes and online tracking.