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# College Education Personal Property Protection

With Accidental Coverage

Underwritten by:  
Allmerica Financial Benefit Insurance Company

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### Introduction

Your policy protects your personal property against a variety of losses. It is written in plain, easy-to-understand language. We encourage you to read it.

The words you, your and yours, mean the Insured Policyholder named in Item 1 of the Declarations page. We, us, our and ours, means the Company as indicated on the Declarations page.

Your policy is composed of an **Insuring Agreement**, an explanation of **What To Do If You Have A Loss**, and **General Rules**. Your policy may also include one or more endorsements. An endorsement is a document which changes your policy. The agreements and endorsements which are attached to your policy are listed in Item 4, Forms & Provisions Applicable, shown on the Policy Declarations page.

The amount of Insurance provided by your policy, the deductible amount, and your premium are displayed in Items 5, 6, & 7, shown on the Policy Declarations page.

**This policy applies ONLY to loss occurring during the policy period as shown on your Declarations page.**

### The Insuring Agreement

**Amount of Coverage:** The amount of your coverage, shown on the Policy Declarations page, applies to all losses arising from any one event. Any amount we pay will not reduce your coverage for future losses.

**Insurable Interest:** We do not cover more than your insurable interest in any property. Therefore, the limit of insurance must represent the replacement cost value of the property you are insuring.

**Your Deductible:** When you applied for this insurance, you selected a deductible. This deductible is shown on the Policy Declarations page. Your deductible applies first to each loss. Then we will pay any amount over this deductible up to the limit of your coverage.

**What This Agreement Covers:** We will cover direct physical loss occurring during the policy period, to personal property which you own or have leased, including items entrusted to you, **Worldwide**, except as excluded in the coverage limitations.

**COVERAGE LIMITATIONS:**

- (1) Loss to stereo disks (including CD, Video CD, DVD, MP3 and Video games) records, albums, cassette tapes (including video tapes) is limited to \$1,000 for any one loss.
- (2) Coverage for jewelry, watches, rings, and other items consisting of gold, silver, or platinum or furs is limited to 20% of the policy amount (i.e. \$2,000 policy allows \$400 total jewelry coverage) for any one loss.
- (3) Coverage for bicycles is limited to \$500.
- (4) Property in a personally owned automobile is covered, provided that the vehicle was locked at the time of theft and there was evidence of forced entry into the vehicle.

**Property We Will Not Cover:** This policy does not cover your automobile, motorcycle, boat, motor, aircraft or aircraft parts or any type of motorized land vehicle or other conveyances or their accessories (including car stereos, GPS navigation devices, keyless entry). This policy does not cover money in currency or coin, evidences of debt, letters of credit, passport documents, notes, securities, transportation tickets or any other tickets. This policy does not cover pharmaceuticals, prescription or over-the-counter. This policy does not cover artwork, professional or amateur, antiques or collectables. This policy does not cover animals, firearms or ammunition, salesman samples, contact lenses, keys, artificial teeth or limbs, or merchandise for sale. This policy does not cover forms of identification, including student ID's and driver's licenses.

**LOSSES WE WILL NOT COVER:**

**Unexplained Loss or Mysterious Disappearance:** We will not cover a loss caused by your inability to locate an item of property unless circumstances support the theory that the property was stolen. If your property was stolen, you are required to notify the campus or city police immediately upon discovery. This policy does not provide coverage if you fail to notify the police.

**Mechanical Breakdown:** We will not cover a loss caused by mechanical breakdown. If a fire or explosion ensues, we will pay for that loss.

**Electrical Equipment:** We will not cover loss to electrical equipment caused by electricity other than lightning. If a fire results, we will pay for the damage caused by the fire.

**Intentional Acts:** We will not cover a loss caused by your intentional damage destruction of property covered under this policy.

**Dishonest Acts:** We will not cover any loss caused by your dishonesty or anyone acting for you. Nor do we cover any loss arising from your illegal acts.

**Wear & Tear:** We will not cover any loss caused by wear and tear, gradual deterioration, insect or vermin.

**Corrosion & Rust:** We will not cover any loss caused by corrosion, rust or changes in humidity or temperature.

**Nuclear:** We won't cover any loss or damage caused by nuclear reaction, nuclear radiation, or radioactive contamination. We don't intend these causes or loss to be considered fire, explosion, or any other insured peril. But we will cover direct loss by fire resulting from nuclear reaction, or nuclear radiation if the loss would otherwise be covered under this insuring agreement.

**War-Government Seizure:** We won't cover any loss caused by: War (declared or undeclared), Invasion, Insurrection, Rebellion, Revolution, Civil War, or anything done to hinder or defend against these actions. We won't cover your property if it's seized or destroyed under quarantine or Customs regulations, or confiscated by any government or public authority.

### **What To Do If You Have A Loss**

If you have a loss to property covered by this policy, you must:

- (1) If the loss is a theft, notify the campus or local police immediately upon discovery of the loss.
- (2) Report the loss to us or our agent as soon as possible. We or our agent will supply you with a Loss Report form which you must complete.
- (3) Do everything possible to protect your property from further loss.
- (4) Separate the damaged property from the undamaged property.
- (5) Show to us or our representative the damaged property and any records, such as sales receipts, which you have to prove your loss.
- (6) Allow us to question you under oath about your claim and you must be willing to sign a copy of your answers to our questions.
- (7) Send us or our agent a sworn **Proof of Loss Statement**. This statement gives us the details of damaged property. Payment will be made within 30 days after we reach agreement with you.

## **General Rules**

These general rules and conditions apply to your policy. Policies in some states differ and these exceptions to the general rules are shown where applicable.

### **YOUR COVERAGE BEGINS:**

Your coverage begins at 12:01 a.m. Standard Time at the location of your property shown on the declarations the day after the postmark on your application for coverage. In the case of metered mail, your coverage begins at 12:01 a.m. Standard Time at your mailing address shown on the declarations page the day your application is received by us or our agent.

### **FRAUD, CONCEALMENT, OR MISREPRESENTATION:**

This policy will not provide coverage if you mislead us, willfully conceal information, misrepresent information or an insured's interest, attempt to defraud us, or lie to us about any matter concerning the insurance, either before or after a loss. Any person who, with intent to defraud or knowing that he/she 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. Unintentional errors or oversights will not affect your coverage.

### **HOW WE WILL FIGURE YOUR LOSS:**

- (1) We will pay the current cost of repair or replacement, but not exceeding the smallest of the following amounts.
  - a) Replacement cost at the time of the loss;
  - b) The full cost of repair;
  - c) The limit of insurance of Item 5 of the Declaration page;
  - d) Any special limits stated in the policy or Declaration.

When the identical item is no longer manufactured or is not available, we will pay the cost of a new article similar to that damaged or destroyed and which is of comparable quality and usefulness.

This agreement protects your personal property against direct physical loss or damage **worldwide** while attending or enrolled in school. In return for your premium, we will provide the protection stated in this agreement.

### **SUBROGATION:**

In the event of a loss, you may be able to recover part or all of your loss from someone other than us. Because of this, you must do all that is possible after a loss to preserve any rights you may have to such recovery. If we make a payment under this policy, your right of recovery then belongs to us. If we recover more than we paid, the excess will belong to you after we deduct our expenses. You must help us as much as you can to enforce these rights.

An innocent insured who is the subject of criminal domestic violence by another insured cannot waive his or her right to recover. We retain all rights set forth by this subrogation condition with regard to our right to recover, up to the amount we pay, for loss caused by an act of criminal domestic violence.

**APPRAISAL:**

If you and we do not agree on the amount of the loss or the value of covered property, either party may demand that these amounts be determined by appraisal.

If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, you or we can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers will then determine and state separately the amount of each loss.

The appraisers will also determine the value of covered property items at the time of the loss, if requested.

If the appraisers submit a written report of any agreement to us, the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their figures to the umpire. Written agreement so itemized and signed by any two of these three, sets the amount of the loss.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by you and us. The appraisers and umpire cannot deny you or us any rights we have under this policy.

**SUIT AGAINST US:**

You agree not to sue us to recover under the policy unless you have lived up to all of the terms of this policy.

If you do sue us, you agree to do so within twelve (12) months from the date you became aware of the loss. State law gives you more time when your loss occurs in these states: Missouri: ten (10) years; South Dakota: six (6) years; Arkansas, Kansas and Florida: five (5) years; Wyoming: four (4) years; Maryland, North Carolina, New Hampshire, North Dakota and Utah: three (3) years; Georgia, Maine, Massachusetts, Minnesota, Kentucky, Oregon and Virginia: two (2) years; Illinois: the one year period is extended by the number of days between the date the proof of loss was filed and the date the claim is denied in whole or in part.

If any applicable law makes this limitation invalid, then suit must begin within the shortest period permitted by law.

**ABANDONMENT:**

There shall be no abandonment to us of any property.

If your loss involves pairs, sets or parts, we may elect to repair or replace any part or restore the pair or sets to its value before the loss. Or, we may elect to the difference in the value of the property before and after the loss.

**STATE LAW:**

Any part of this policy which conflicts with the laws of your state is automatically changed to conform to the law.

**BENEFIT TO OTHERS:**

Insurance under this coverage will not directly or indirectly benefit anyone having custody of your property.

**POLICY CHANGES:**

Policy changes can be made only by attachment of a written form to the policy. Nothing else, including notice to our agent, will change this policy or alter any of its terms.

**CANCELLATION:**

You may cancel this policy at anytime. We have the same right.

To cancel, you must return the Declarations page to us or our agent. If you cannot return the Declarations page, you must tell us in writing the date which you want coverage to end. The date can't be before the date of the writing.

If you cancel your policy within thirty (30) days of receiving it, you will receive a full refund. Refunds after thirty (30) days will be figured by the pro-rata method, subject to a minimum premium of \$20.

If we cancel the policy, we will mail notice to you at your last known address at least seventy-five (75) days before your coverage will end. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date. Mailing the notice will be proof that you were notified. You will get a refund of any unearned premium as promptly as possible. If we cancel, the refund will be pro rata. The termination of your coverage will be effective whether or not you have been paid the refund. If the company cancels your policy, it will not be subject to the minimum premium of \$20.

No policy which has been in effect for sixty (60) days or more will be canceled by us except for one of the following reasons:

- (a) Nonpayment of premium;
- (b) fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, or in presenting a claim under the policy;
- (c) Any insured violated any of the terms and conditions of the policy;
- (d) The risk originally accepted has substantially increased.
- (e) The determination by the director that the continuation of the policy could place the insurer in violation of the insurance laws of this state.

**NONRENEWAL:**

We may elect not to renew this policy by mailing or delivering written notice on nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us. We will mail or deliver these notices at least sixty (60) days before the:

- (a) Expiration of the policy; or
- (b) Anniversary date of this policy if this policy has been written for a term of more than one (1) year.

Otherwise, we will renew this policy unless:

- (a) You fail to pay the renewal premium after we have expressed our willingness to renew, including a statement of the renewal premium, to you and to your agent, at least twenty (20) days before the expiration date; or
- (b) Other coverage acceptable to the insured has been procured prior to the expiration date of the policy;
- (c) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, or in presenting a claim under the policy;
- (d) Any insured violating any of the terms and conditions of the policy; or
- (e) The risk originally accepted has substantially increased.

### **Glossary of Terms**

**Replacement Cost:** the amount that an entity would have to pay, at the present time, to replace any one of its assets. For example, if a 30 gigabyte iPod® is stolen, it would be replaced with a value for the current 80 gigabyte iPod® available through Apple.com.

**Loss:** any one incident in which one or more items of personal property is damaged, destroyed or stolen.

**Lost:** inability to locate an item of property unless circumstances support the theory the property was stolen.

**Entrusted:** to deliver something in trust to.

**Proof of Ownership:** Records, such as sales receipts, pictures, owner's manuals, or UPC's from the original box, to prove ownership of the item(s) being claimed.

## FRAUD STATEMENTS

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND [NY: SUBSTANTIAL] CIVIL PENALTIES. (Not applicable in CO, DC, FL, HI, MA, NE, OH, OK, OR, VT or WA; in LA, ME, TN and VA, insurance benefits may also be denied)

IN FLORIDA, ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

IN MASSACHUSETTS, NEBRASKA, OREGON AND VERMONT, ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, MAY BE COMMITTING A FRAUDULENT INSURANCE ACT, WHICH MAY BE A CRIME AND MAY SUBJECT THE PERSON TO CRIMINAL AND CIVIL PENALTIES.

IN WASHINGTON, IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES, AND DENIAL OF INSURANCE BENEFITS.

IN THE DISTRICT OF COLUMBIA, WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES.

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

We have caused this policy to be signed by our President and Secretary and countersigned on the declarations page, where required, by a duly authorized agent of the company.

Allmerica Financial Benefit Insurance Company  
440 Lincoln Street  
Worcester, Massachusetts 01653



**Charles F. Cronin**  
Secretary



**Marita Zuraitis**  
President