

# RESIDENTIAL CRIME POLICY

## GENERAL INSURING AGREEMENT

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, the Company agrees with the Insured named in the declarations as follows:

1. This policy is composed of the application, jacket, the declarations page with the applicable Coverage Forms, and any supplementary declarations or schedule pages and endorsements made a part hereof;
2. The provisions of one Coverage Form do not apply to the insurance afforded under any other Coverage Form.

## INSURING AGREEMENTS

### I. Loss by Burglary and Larceny or Robbery, Including Observed Theft:

To pay for loss by burglary and larceny incident thereto, or robbery, including observed theft, of all personal property from the premises or in the presence of an Insured.

### II. Damage:

To pay for damage to the premises and to the Insured property by burglary or robbery, including observed theft, or attempt thereof, and for damage to the interior of that portion of any building occupied by the named Insured's household at the premises and to the Insured property therein or away from the premises by vandalism or malicious mischief which occurs during a burglary or robbery, provided that with respect to damage to the building an Insured is the owner thereof or is liable for repairing such damage.

With respect to loss occurring at any part of the premises not occupied exclusively by the named Insured's household, this Insuring Agreement applies only to property owned or used by an Insured.

### III. Application of Insurance While the Premises are Rented to Another:

Such insurance as is afforded for loss at or damage to the premises applies while the premises are rented by an Insured owner or tenant to another for use as a private residence only, subject to the following provisions:

- A. The insurance applies only with respect to property owned by an Insured.
- B. The insurance does not apply: 1. to money, securities, jewelry, watches, necklaces, bracelets, gems, precious and semi-precious stones, and articles of gold or platinum, furs, fine arts, antiques, coin or stamp collections; or 2. to loss caused by a tenant of such premises or any of his employees or members of his household.

### IV. Application of Insurance While the Premises are Occupied by Three or More Persons Not Related to the Named Insured:

Such insurance as is afforded for loss at or damage to the premises applies while the premises are occupied by three or more persons not related to the named Insured owner or tenant, subject to the following provisions:

- A. The insurance applies only with respect to property owned by the named Insured.
- B. The insurance does not apply: 1. to money, securities; gems, precious and semi-precious stones, gold or platinum (other than jewelry), antiques, coin or stamp collections; or 2. to loss caused by a tenant of such premises or any of his employees or members of his household.
- C. Under this Insuring Agreement, the actual cash value of any one article of jewelry (including watches) shall be deemed not to exceed \$50.

### V. Removal to Other Premises:

If the named Insured moves to other premises which he intends to occupy permanently as his private residence, such insurance as is afforded for loss at or damage to the premises designated in the application applies subject to the following provisions:

- A. During the moving, for a period not to exceed thirty (30) days, the insurance applies at the original premises and at the new premises and to the Insured property while in transit.
- B. Upon completion of the moving the insurance applies at the new premises and no longer applies at the original premises; provided, that all coverage under this policy shall cease at the end of the thirty (30) day period, and the policy shall be deemed cancelled by the Company as of such date.

### VI. Policy Period, Territory:

This policy applies only to loss which occurs during the Policy period within the State of Missouri.

## EXCLUSIONS

### This Policy does not apply:

- A. to loss committed by an Insured;
- B. to loss of: 1. any aircraft, motor vehicle (other than motorized equipment designed for service purposes and not licensed for highway use), trailer, boat or the equipment thereof; 2. articles carried or held as samples or for sale or for delivery after sale; or 3. animals, fish or birds;
- C. to loss sustained by a person not related to an Insured who pays board or rent to an Insured;
- D. to loss of property pertaining to a business of an Insured;
- E. to loss if the premises are not protected in accordance with the Residential Protective Device Warranty Endorsement attached.

## CONDITIONS

### I. Definitions:

- A. **Named Insured.** "Named Insured" means the Insured named in the application. "Insured" means the named Insured and any person while a permanent member of the Insured's household, including a residence employee, but not including a tenant, who is not related to the named Insured, the named Insured's spouse or any other permanent member of the named Insured's household, and who pays board or rent to the named Insured.
- B. **Premises.** "Premises" means the premises designated in the application and includes garages and other out-buildings incidental thereto.
- C. **Burglary.** "Burglary" or "Burglary larceny incident thereto" means the felonious abstraction of Insured property from within the premises by a person making felonious entry therein by actual force and violence, evidenced by visible marks upon, or physical damage to, the exterior of the premises at the place of such entry.

- D. **Robbery.** "Robbery" or "robbery, including observed theft," means the taking of Insured property: 1. by violence inflicted on an Insured; 2. by putting him in fear of violence; 3. by any other overt felonious act committed in his presence and of which he was actually cognizant, provided such other act is not committed by an Insured; or 4. from the person or direct care and custody of an Insured who has been killed or rendered unconscious.
- E. **Money.** "Money" means currency, coins, bank notes, and bullion.
- F. **Securities.** "Securities" means all negotiable and non-negotiable instruments or contracts representing either money or other property and includes revenue and other stamps in current use, tokens, and tickets, but does not include money.
- G. **Business.** "Business" includes trade, profession, or occupation.
- H. **Loss.** "Loss" includes damage.
- I. **Residence employee.** "Residence employee" means an employee of an Insured who performs duties in connection with the maintenance or use of the residence premises, including household or domestic service.

II. **Interests Covered:** The insurance does not apply to the interest in Insured property of any person or organization, unless included in the named Insured's proof of loss.

III. **Limits of Liability; Settlement Options:** The Company shall not be liable on account of any loss unless the amount of such loss shall exceed the amount of the deductible described in the application which is made a part of this Policy and the Company shall then be liable only for such excess over and above the deductible, subject to and within the limit of insurance covered by the Policy. The limit of the Company's liability for loss or damage in any one occurrence shall not exceed the applicable limit of insurance stated in the application, nor what it would cost at the time of loss to repair or replace the property with other of like kind and quality, nor the actual cash value thereof at the time of loss; Provided, however, that the limit of the Company's liability for loss of money is \$200 and for loss of securities is \$500, and for loss of jewelry, including without limitation, watches, necklaces, bracelets, rings, gems, precious and semi-precious stones, and articles of gold, silver or platinum, including flatware and hollowware, furs, fine arts, antiques, coin or stamp collections is \$500 for any one article and \$1500 in the aggregate per occurrence.

If there is a loss of an article which is part of a pair or set, the measure of loss shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article, but such loss shall not be construed to mean total loss of the pair or set.

The applicable limit of insurance stated in the application is the total limit of the Company's liability with respect to all loss of property of one or more persons or organizations arising out of any one occurrence.

All loss incidental to an actual or attempted fraudulent, dishonest, or criminal act or series of related acts at the premises, whether committed by one or more persons, shall be deemed to arise out of one occurrence.

The Company may pay for the loss in money or may repair or replace the property and may settle any claim for loss of property either with the named Insured or the owner thereof. Any property so paid for or replaced shall become the property of the Company. Any property recovered after settlement of a loss shall be applied first to the expense of the parties in making such recovery, with any balance applied as if the recovery had been made prior to said settlement, and loss readjusted accordingly. The Insured or the Company, upon recovery of any such property, shall give notice thereof as soon as practicable to the other.

IV. **Insured's Duties When Loss Occurs:** Upon knowledge of loss or of an occurrence which may give rise to a claim for loss, the Insured shall:

- A. give notice thereof as soon as practicable to law enforcement authorities and to the Company and;
- B. file detailed proof of loss, duly sworn to, with the Company through the Insured's Authorized Agent within sixty (60) days after the discovery of loss unless such time is extended by the Company.

Upon the Company's request, the Insured and every claimant hereunder shall submit to examination by the Company, subscribe the same, under oath if required, and produce for the Company's examination all pertinent records, all at such reasonable times and places as the Company shall designate, and shall cooperate with the Company in all matters pertaining to loss or claims with respect thereto.

The Insured shall as a condition of continued coverage take reasonable action immediately following the discovery of a loss to protect the premises from further loss.

V. **Other Insurance:** If there is any other valid and collectible insurance which would apply in the absence of this Policy, the insurance under the Policy shall apply only as excess insurance over such other insurance; provided, that the insurance shall not apply:

- A. to property which is separately described and enumerated and specifically insured in whole or in part by any other insurance; or
- B. to property otherwise insured unless such property is owned by an Insured.

VI. **No benefit to Bailee:** The insurance afforded by this Policy shall not inure directly or indirectly to the benefit of any carrier or bailee.

VII. **Appraisal:** If the Insured and the Company fail to agree as to the amount of loss, each shall, on the written demand of either, made within sixty (60) days after receipt of proof of loss by the Company, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen (15) days to agree upon such umpire, then, on the request of the Insured or the Company, such umpire shall be selected by a judge of a court of record in the county and state in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the actual cash value at time of loss and the amount of the loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The Insured and the Company shall each pay its chosen appraiser and shall bear equally the expenses of the umpire and the other expenses of appraisal.

The Company shall not be held to have waived any of its rights by any act relating to appraisal.

VIII. **Action Against Company:** No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until ninety (90) days after the required proofs of loss have been filed with the Company, nor at all unless commenced within two years from the date when the Insured discovers the loss. If any limitation of time for notice of loss or any legal proceeding herein contained is shorter than that permitted to be fixed by agreement under any statute controlling the construction of this policy, the shortest permissible statutory limitation of time shall govern and shall supersede the time limitation herein stated.

IX. **Subrogation:** In the event of any payment under this Policy, the Company shall be subrogated to all the Insured's rights of recovery thereof against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

X. **Changes:** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the Company from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy, as approved by the Company.

XI. **Cancellation:** This Policy may be cancelled by the Insured by surrender thereof to the Company or the Insured's Authorized Agent or by mailing to the Company written notice stating when thereafter the cancellation shall be effective.

Notwithstanding any unqualified cancellation provisions contained in the prescribed policy forms, the Company hereby limits its right to cancel, or to refuse to renew coverage, to the following grounds:

- A. Any non-payment of premium,
- B. Fraud or misrepresentation in the application or upon any renewal of coverage, or in connection with either,
- C. Fraud or misrepresentation in connection with the submission of a claim,
- D. The use of the Insured premises with the knowledge of any Insured for any illegal activity, or
- E. Any other substantial failure to comply with the provisions of this insurance policy as determined by the Company and stated in its notice of cancellation.

Only ten (10) days written notice is required on cancellations by the Company on the basis of paragraph A of this section and the Insured shall

be entitled to a pro rata refund of premium, if any.

Cancellation for any of the grounds in paragraph B, C, or D of this section may, at the discretion of the Company, be made retroactive to the date of application or renewal which immediately precedes the first known wrongful act. Cancellations by the Company on the basis of paragraph E of this section shall be upon thirty (30) days written notice, and the Insured shall be entitled to a pro rata refund of premium, if any.

- F. Willful or repeated failures of an Insured to report to law enforcement authorities any losses of property covered under the policy, as required, may be deemed by the Company to warrant cancellation of coverage upon thirty (30) days written notice. However, such failure may be waived by the Company prior to cancellation for good cause shown.
- G. No property owner whose Crime Insurance coverage has been cancelled (whether from inception or after notice) or for whom the Company has refused to renew coverage, for any of the reasons in paragraphs A, B, C, D, E and F of this section, shall be eligible for any further insurance under the program.

Notice of cancellation by the Company shall be mailed to the named Insured at the address shown in this Policy, stating when not less than thirty (30) days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of cancellation. The time of the surrender or the effective date of cancellation stated in the notice shall become the end of the Policy period. Delivery of such written notice either by the named Insured or by the Company shall be equivalent to mailing.

In the event of cancellation, earned premium shall be computed in accordance with the customary short rate table and procedure, unless otherwise specifically provided.

Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective; but payment or tender of unearned premium is not a condition of cancellation.

**XII. Assignment:** Policy coverage ceases at the time of ownership change and a policy may not be transferred or assigned to a new owner or tenant; if, however, the Insured shall die, the Policy shall cover the Insured's legal representative as Insured.

Policy coverage ceases at the time of any change in the ownership of or insurable interest in the premises specified in the application. Upon receipt of information indicating that such a change in ownership or insurable interest has occurred, the Company shall issue a notice of cancellation effective the date of such change. Return of premium on a cancelled policy shall be on a pro rata basis.

**XIII. Deductible:** The Residential Crime Insurance Policy shall be subject to a deductible in the amount of \$100 for each loss occurrence, or 5 percent of the gross amount of the loss, whichever is greater. The face amount of coverage specified in the policy is not reduced by the application of this deductible. Thus, if an Insured having a \$5,000 policy incurs a \$5,000 covered loss, he would receive \$4,750. If the loss were \$6,000, he would receive the full \$5,000.

**XIV. Declarations:** By acceptance of this policy the Insured agrees that the statements in the declarations are the agreements and representations of the Insured, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the Insured and the Company.

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POLICY PROVISIONS - PART 1

**SPECIAL PROVISIONS**

This insurance is provided for the same consideration and is subject to the same provisions and stipulations as though the companies, members of the Insurance Placement Facility of Missouri had, each for itself, severally but not jointly issued separate Standard Residence Crime Insurance Policies in the percentages required by the Missouri Fair Plan Act, totalling for all the companies 100% of the amount of this policy. A list of the companies and their percentages is on file in the office of the Insurance Commissioner in Jefferson City, and a copy may be obtained at the office of the Facility, 906 Olive St., St. Louis, Missouri 63101.

Wherever the term "Company" appears in this policy, it shall be construed to apply separately to each company member of the Insurance Placement Facility of Missouri.

The Insurance Placement Facility of Missouri is the agent of the Companies with respect to all matters pertaining to the insurance. All notices or other communications required by the policy to be given to the Companies shall be given to such agent, at its office at 906 Olive St., St. Louis, Missouri 63101, and such notice to the Facility shall be considered to constitute notice to the Companies. Any requests, demands or agreements made by and any cancellation notice issued by such agent shall be deemed to have been made or issued directly by the Companies. In keeping with the intent of the Missouri Fair Plan Act, Mutual and reciprocal policy provisions of such companies participating as Insurers in this policy shall not apply. This is a nonassessable policy.

IN WITNESS WHEREOF, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized Agent of this Company at the agency hereinbefore mentioned.

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Attorney-in-Fact for the Companies,  
Members of The Missouri Property  
Insurance Placement Facility.

(EXAMPLES OF ACCESSIBLE OPENINGS AND LOCKING DEVICES REFERRED TO IN THE PROTECTIVE DEVICE REQUIREMENTS)

