



Travelers  
AutoHome  
Insurance  
Program

*Communications Kit*



TRAVELERS 

## Sample Marketing Communication Plan

Travelers will work closely with you to prepare and produce a marketing communication plan. At your discretion, our services will include consultation/development of customized direct mail, print, email and other materials, print and production management, and reporting results.

Below is a sample marketing communication plan to build and support program awareness and participation.

Communication Vehicle	Objective	Timeframe
Program Announcement Letter/Email/Voicemail	To create awareness of the upcoming implementation of the program.	Six to four weeks prior to program launch.
Email/Voicemail Kickoff	To encourage program participation.	Three to five days prior to event/program launch.
Direct Mail	To provide specific information about the program with a call-to-action.	Program launch date.
Flyers Posters Giveaways	To raise program awareness and drive call-to-action.	Program launch date.
Internet/Intranet Co-Branded Website	To provide the ability to request quotes and possibly issue policies online.	Program launch date.
Email Communications	To promote ongoing availability of the program.	Periodically.
Stuffers	To increase overall program response.	Anytime after initial launch.
Articles	To provide educational information while reinforcing program availability.	Ongoing.

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**Marketing Calendar**

Communication Vehicle	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Oct	Nov	Dec	
Benefits Package Mailer												
Posters												
Flyers/Desk Drops												
Inserts												
Web (i.e., links, banners)												
Travelers Contact Information:												
Account Manager:						Phone:			Email:			
Marketing Specialist:						Phone:			Email:			
NOTES:												

## Sample Announcement Article/Letter

Below is a sample article or letter announcing the availability of the program. It can be placed in print and online newsletters, mailed/distributed to target audience, or posted on bulletin boards and other newsworthy locations.

### **A New Benefit Is Coming Your Way That Could Save You Money!**

When was the last time you shopped for auto and home insurance? Whether it was last week or last year, you may want to take another look by comparing your policies to the new Auto and Home Insurance Program from Travelers for [XYZ members /employees/associates/customers].

#### **Advantage of Group Buying Power**

[XYZ Company/Association] and Travelers, one of America's leading insurers, have come together to offer low, competitive group rates which are not available to the general public. That means you could possibly save hundreds on your auto and home insurance.

#### **Quality Insurance Solutions**

Beyond highly competitive group rates, this new benefit program gives you protection tailored to your individual lifestyle. From auto, homeowners, condo, renters, and umbrella protection to coverage for computers, identity theft, special valuables and boats, the Auto and Home Insurance Program from Travelers will safeguard the things that matter most.

#### **Attentive Service**

You'll also benefit from truly superlative service. Friendly licensed insurance counselors will take the time to understand your insurance needs and help you understand your options. And you'll talk to a live person in the unfortunate event of a claim – any time of the day or night – who will start your claim and can dispatch a local adjuster.

#### **Watch Your Mailbox**

Be on the lookout for additional information coming to you soon. This [XYZ] package will provide details about the program and how to find out if you can get a better value on your auto and home insurance.

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## Sample Email/Voicemail Announcement

Emails and/or voicemails are other effective marketing vehicles to increase awareness and support the program launch. Choose from the samples below or provide copy/script direction.

### Sample A:

Imagine being able to save money on your auto and home insurance just because you're a(n) [employee/member/customer] of [XYZ Company/Association]? It soon will be a reality.

Starting on [date], you may get better rates from Travelers through the [XYZ employee/member/customer] Auto and Home Insurance Program. These special rates are available to you and your family – and not the general public.

This [employee/member/customer] program offers other advantages too, like convenient payment options, generous discounts on top of highly competitive group rates, and outstanding claims and customer service.

Please be on the lookout for more information that will be mailed directly to your home in the upcoming weeks.

### Sample B:

I'm pleased to announce a new benefit that will be made available to [XYZ employees/members/customers] effective [date]. In our continuous efforts to bring you increased value in your benefits program, we're pleased to make the new Auto and Home Insurance Program from Travelers available to you.

This program is designed to help you get a better value on your auto and home insurance. It offers special group rates that are unavailable to the general public and is brought to you by one of the oldest and most respected companies in the nation.

Shortly, you will receive an information package in the mail. I ask that you please take a close look and find out how you may benefit from this special Auto and Home Insurance Program from Travelers.

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## Sample Flyers/Posters

Flyers, desk drops, and posters are a quick and easy way to build and support program awareness and participation. Travelers offers multiple templates that can be customized for you. Simply submit your order to your Travelers Account Manager.



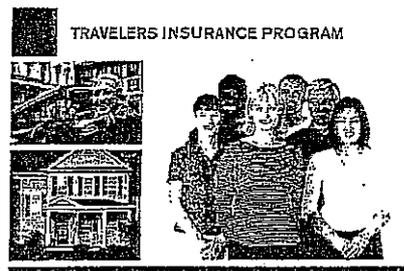
An Auto and Home Insurance Program from Travelers that may help you save money on your insurance!

- Low, competitive rates
- Additional discounts to save you even more
- Convenient payment options
- 24-hour Claim Reporting Hotline
- Free, no-obligation rate quotes & coverage counseling

Call for a free rate comparison  
1-800-000-0000

For employees of  
**XYZ COMPANY**

TR



Have you checked out Travelers Auto and Home Insurance Program?

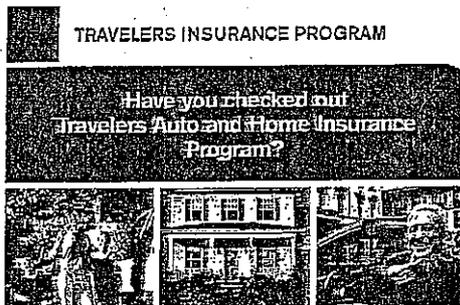
For Employees of

**XYZ COMPANY**

Find out why so many of your fellow employees have switched to Travelers. You, too, may be able to alter coverage at a better price.

or a free rate comparison today!  
1-800-000-0000

**TRAVELERS**



Find out why so many of your fellow employees have switched to Travelers. You, too, may be able to get better coverage at a better price.

Call for a free rate comparison today!  
1-800-000-0000

For employees of

**XYZ COMPANY**

**TRAVELERS**

**TRAVELERS**



## Sample Flyers/Posters



Take advantage of special  
group auto insurance rates.

Find out how much you could save. Call for your free quote today!

888.695.4640

Ask about Payroll Deduction.

TRAVELERS



Discover auto  
insurance savings.

Get special group rates.  
Get money-saving discounts.  
Get convenient payment options, including payroll deduction.  
Get a free quote.

888.695.4640

TRAVELERS



On the road or at home.

Save more and get better service with the Auto and Home  
Insurance Program from Travelers. Find out if you could save  
hundreds on your auto and home insurance with special group  
rates. Request your free, no-obligation quote today.

888.695.4640

Put more in your pocket with payroll deduction.

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# Sample Banner Ads

## Skyscrapers



## Rectangles



## Banners

Click here for an online auto insurance quote.

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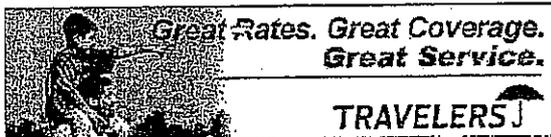
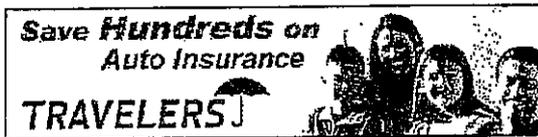
XYZ COMPANY

A program especially for XYZ [employees/members].

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## Sample Banner Ads

### Rectangles



### Banners



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## Sample Email Communications

Email is another medium type available to you. Travelers will develop custom designs and copy that speaks to your audience in a relevant and meaningful way.

### Top 5 Reasons Employees Switch to the Auto and Home Insurance Program offered by Travelers

1. **Savings.** Many who switch are saving hundreds on their auto insurance rates.
2. **Additional Discounts.** Potential savings can be even greater with big discounts for safe driving, driver training, multi-car, safety equipment and hybrid vehicles.
3. **One-Stop Shopping.** From auto, home, renters and high-value items and identify theft coverage, this program offers a host of product solutions to meet your personal needs.
4. **Convenient Payment Options.** Pay by phone, mail, checking or savings account.
5. **Local Claim Service.** Auto and property adjusters are located countrywide to handle your claim with speed and skill. In fact, more than 90% of policyholders who have had a claim have said they would recommend Travelers to a friend.



Find out why you should consider switching. Call 1-888-237-9230 or click here for a free no-obligation rate quote.

**TRAVELERS**

Insurance is underwritten by The Travelers Indemnity Company or one of its property/casualty subsidiaries. The above information is not intended to constitute an offer of insurance. For more information, please contact your agent or call 1-888-237-9230. Coverage, amounts and policy options are subject to state availability, individual qualifications and underwriting.

### Employees Are Switching to the XYZ Company Auto and Home Insurance Program offered by Travelers



1. **Savings.** Many who switch are saving hundreds on their auto insurance rates.
2. **Additional Discounts.** Potential savings can be even greater with big discounts for safe driving, driver training, multi-car, safety equipment and hybrid vehicles.
3. **One-Stop Shopping.** From auto, home, renters and flood protection to boat, high-value items and identify theft coverage, this program offers a host of product solutions to meet your personal needs.
4. **Convenient Payment Options.** Pay by phone, mail, online or EFT from your checking or savings account.
5. **Local Claim Service.** Auto and property adjusters are located countrywide to handle your claim with speed and skill. In fact, more than 90% of policyholders who have had a claim have said they would recommend Travelers to a friend.

### Employees Are Switching to the XYZ Company Auto and Home Insurance Program offered by Travelers

why you  
230 or go

**TRAVELERS**

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Find out why you should consider switching too. Call 1-888-237-9230 or click here for a free no-obligation rate quote.

**TRAVELERS**  
Insurance. In any case.

**XYZ COMPANY**

Insurance is underwritten by The Travelers Indemnity Company or one of its property/casualty subsidiaries. The above information is not intended to constitute an offer of insurance. For more information, please contact your agent or call 1-888-237-9230. Coverage, amounts and policy options are subject to state availability, individual qualifications and underwriting.

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# Sample Stuffers/Inserts

Stuffers help communicate the value of the program. Travelers can print and ship the stuffers directly to your preferred location. Stuffers can be inserted in paychecks, notices, new member/employee packages, invoices or with other benefit program communications. You can even choose to distribute customized stuffers electronically.

**TRAVELERS INSURANCE PROGRAM**



**TRAVELERS**  
Insurance is underwritten by The Travelers Indemnity Company or one of its property-casualty insurance companies in the United States.

Spend less time on insurance bills and more time on the things you enjoy. With the Travelers Auto and Home Insurance Program, you can take advantage of paying your premiums through automatic deductions from your checking or savings account.

**TRAVELERS INSURANCE PROGRAM**



**TRAVELERS**  
Insurance is underwritten by The Travelers Indemnity Company or one of its property-casualty insurance companies in the United States.

Have you shopped for insurance lately? If not, you may be paying more than you need to!

XYZ Company has made it easy for you to find out if you are overpaying on your Auto and Home Insurance. Just follow these simple steps:

1. The amount you are paying for your...

**TRAVELERS INSURANCE PROGRAM**



**TRAVELERS**  
Insurance is underwritten by The Travelers Indemnity Company or one of its property-casualty insurance companies in the United States.

Protect your family and your most valuable possessions with one of America's highest-rated insurance companies.

For more information, call today! We have helpful information that will help you save money on your Auto and Home Insurance. Just follow these simple steps:

- Travelers is highly rated by A.M. Best for its financial strength and claims paying ability.
- Travelers Auto Insurance is available in 48 states and 100 countries.
- Travelers Home Insurance will help protect the right structure in the right area.

Call now for a free, no-obligation quote!

1-800-800-9800

Get the most from your insurance program with Travelers.

**XYZ Company**

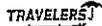


## ON THE ROAD OR AT HOME

Save more and get better service with the Auto and Home Insurance Program from Travelers for Members of



Get your insurance in-synch. Call 1-000-000-0000



## Top 5 Reasons to Switch to the Auto and Home Insurance Program from Travelers for Members of



1. Savings as much as \$346 a year.
2. Special group rates.
3. Additional discounts, including multi-policy, new home buyer, hybrid vehicle.
4. Convenient payment options.
5. Local claim service.

And there are many more reasons to switch to this special program from Travelers — the company that invented auto insurance. Request your free quote today.

Get your insurance in-synch. Call 1-000-000-0000



Insurance is underwritten by The Travelers Indemnity Company or one of its property-casualty insurance companies in the United States.



## Top 5 Reasons to Switch to the Auto and Home Insurance Program from Travelers for Members of



1. Savings as much as \$346 a year.
2. Special group rates.
3. Additional discounts, including multi-policy, new home buyer, hybrid vehicle.
4. Convenient payment options.
5. Local claim service.

And there are many more reasons to switch to this special program from Travelers — the company that invented auto insurance. Request your free quote today.

Get your insurance in-synch. Call 1-000-000-0000



Insurance is underwritten by The Travelers Indemnity Company or one of its property-casualty insurance companies in the United States.



## Drive Home a Better Value with the Auto and Home Insurance Program from Travelers

Join your fellow ABC Members who have already discovered better rates — and saved an average of \$346 a year. You'll enjoy:

- Special Group Rates
- Award-Winning Customer Service
- 24-Hour Claims Reporting
- Repair Guarantee

Find out if you can save as much as \$346 a year or more with the company that invented auto insurance.

Call for your free rate quote. 1-000-000-0000

Get the most from your insurance program with Travelers.



Insurance is underwritten by The Travelers Indemnity Company or one of its property-casualty insurance companies in the United States.

## Sample Stuffers/Inserts

**TRAVELERS**  
Insurance. In-synch.™



Take advantage of special  
group auto and home insurance rates.

Find out how much you could save with the Travelers Insurance Program for  
<company/assoc./cu><employee/members>. Request for your free quote today!

Call <000.000.0000>

Coverages, discounts and billing options are subject to state availability, individual qualifications and/or the issuing company's underwriting guidelines.  
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<travelers.com/shortname>

**TRAVELERS**  
Insurance. In-synch.™



Discover auto and home insurance savings.

Get special group rates with the Travelers Auto and Home Insurance Program  
for <company/assoc./cu><employee/members>. Get money-saving discounts.  
Get convenient payment options. Get a free quote.

Call <000.000.0000>

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<travelers.com/shortname>

**TRAVELERS**  
Insurance. In-synch.™



On the road or at home.

Save more and get better service with the Travelers Auto and Home Insurance Program for  
<company/assoc./cu><employee/members>. Find out if you could save hundreds on your auto  
and home insurance with special group rates. Request your free, no-obligation quote today.

Call <000.000.0000>

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<travelers.com/shortname>

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## Articles

Looking for newsworthy information for newsletters, online magazines, or other publications? Travelers offers a multitude of articles that are available to you. From safety tips to ways to save money, choose from our library of articles.

- **Maintain That Clothes Dryer**
- **Pursue Homeowners Insurance Discounts**
- **Check Your Tires Lately?**
- **Many Americans Unsure if Their Homeowners Insurance Is In-Synch with Their Needs: Travelers Survey Suggest Potentially Costly Gaps**
- **What to Do If Your Car Breaks Down**
- **Pool Safety**
- **Safe Cars for Teens**
- **What's In Your Home?**
- **Time to Replace Smoke Detector Batteries**
- **Home Inspection and Maintenance Tips**
- **Avoid Being a Boat Fraud Victim**
- **Identity Theft — a growing concern**
- **Do You Know What To Do In An Emergency?**
- **Flood Facts**
- **Organize Those Family and Financial Records**

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### Maintain That Clothes Dryer

According to a U.S. Consumer Product Safety Commission report released last year, there were nearly 10,000 annual residential fire losses in which the source of the fire was in the clothes dryer or vent. Dryers are the third most common type of equipment involved in fires, ranking behind stoves and fixed area heaters.

Clothes dryers can catch fire due to the excessive lint build-up in the exhaust pipe or inside the dryer; this lint build-up is often out-of-sight. As a result, you should take the following steps to reduce the chance of your dryer starting a fire:

Following the manufacturer's instructions when installing the vent pipe.

- Keep the dryer vent clean and unplugged. Check for a plugged vent if the dryer does not dry clothes efficiently.
- Remove and clean the lint screen before each use.
- Keep all combustibles away from the clothes dryer.
- Hire a qualified technician to periodically inspect gas clothes dryers.

These tips are brought to you by Travelers and <Sponsor> to ensure the safety and security of you and your family. Learn more and find out how to get your auto and homeowners insurance in-synch with your needs at special group rates, call <phone number> or visit <URL>.

### Pursue Homeowners Insurance Discounts

There is a good chance that you may be paying too much for your homeowners insurance. This is particularly true if you are unaware of the numerous discounts available for this coverage. The following discounts are ones you should inquire about. Some may not be available in all states and from all insurers, but it doesn't hurt to ask. These discounts may significantly lower your insurance premium.

**Home/Car Discount.** Many insurers offer discounts of up to 15 percent if they provide both your homeowners and personal automobile insurance. This can reduce your premium on both policies.

**Protective Devices.** If your home contains smoke alarms, fire extinguishers, burglar and fire alarms reporting to a central station, or deadbolts on all exterior doors, you could save up to 15 percent depending on the protective device.

**New/Renovated Home.** Many insurers offer discounts up to 25 percent if your home is less than 5 or 10 years old since newer homes tend to experience fewer losses. In addition, home that have substantial renovations can also qualify for this discount if the specified work has been performed by a qualified (licensed when necessary) contractor with proper documentation.

These tips are brought to you by Travelers and <Sponsor> to ensure your homeowners policy is in step with your life. Learn more and find out how to get your auto and homeowners insurance in-synch with your needs at special group rates, call <phone number> or visit <URL>.

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**Automobile Policy Booklet**  

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**from Travelers**

## YOUR PERSONAL AUTO POLICY QUICK REFERENCE

		Beginning On Page
	<b>DECLARATIONS PAGE</b> Your Name and Address Your Auto or Trailer Policy Period Coverages and Amounts of Insurance	
	<b>AGREEMENT</b> .....	1
	<b>DEFINITIONS</b> .....	1
<b>LIABILITY</b>	Insuring Agreement .....	2
	Supplementary Payments .....	2
	Exclusions .....	2
	Limit of Liability .....	4
	Out of State Coverage .....	4
	Financial Responsibility .....	4
	Other Insurance .....	4
<b>MEDICAL PAYMENTS</b>	Insuring Agreement .....	5
	Exclusions .....	5
	Limit of Liability .....	6
	Other Insurance .....	6
<b>UNINSURED MOTORISTS</b>	Insuring Agreement .....	6
	Exclusions .....	7
	Limit of Liability .....	7
	Other Insurance .....	8
	Arbitration .....	8
<b>DAMAGE TO YOUR AUTO</b>	Insuring Agreement .....	8
	Transportation Expenses .....	9
	Exclusions .....	10
	Limit of Liability .....	11
	Payment of Loss .....	11
	Loss Payable Clause .....	11
	No Benefit to Bailee .....	11
	Other Sources of Recovery .....	11
	Appraisal .....	11
<b>DUTIES AFTER AN ACCIDENT OR LOSS</b>	General Duties .....	12
	Additional Duties for Uninsured Motorists Coverage .....	12
	Additional Duties for Collision and Comprehensive Coverages .....	12
<b>GENERAL PROVISIONS</b>	Bankruptcy .....	12
	Changes .....	12
	Fraud .....	13
	Legal Action Against Us .....	13
	Our Right to Recover Payment .....	13
	Policy Period and Territory .....	13
	Termination .....	13
	Transfer of your Interest in this Policy .....	14
	Two or More Auto Policies .....	15

**PERSONAL AUTO POLICY**  
**Travelers Property Casualty Companies**  
Hartford, Connecticut  
(Each a Stock Insurance Company)

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**AGREEMENT**

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In return for payment of the premium and subject to all the terms of this policy, we will provide the coverages you have selected. These are shown by premium entries in the Declarations. The Declarations is a part of this policy.

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**DEFINITIONS**

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A. Throughout this policy, "you" and "your" refer to:

1. The "named insured" shown in the Declarations; and
2. The spouse if a resident of the same household.

B. "We", "us" and "our" refer to the Company shown in the Declarations providing this insurance.

C. For purposes of this policy, a private passenger type auto shall be deemed to be owned by a person if leased:

1. Under a written agreement to that person; and
2. For a continuous period of at least 6 months.

Other words and phrases are defined. They are in quotation marks when used.

D. "Bodily injury" means bodily harm, sickness or disease, including death that results.

E. "Business" includes trade, profession or occupation.

F. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household. This includes a ward or foster child.

G. "Occupying" means in, upon, getting in, on, out or off.

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

I. "Trailer" means a vehicle designed to be pulled by a:

1. Private passenger auto; or

2. Pickup or van.

It also means a farm wagon or farm implement while towed by a vehicle listed in 1. or 2. above.

J. "Your covered auto" means:

1. Any vehicle shown in the Declarations.
2. Any of the following types of vehicles on the date you become the owner:
  - a. a private passenger auto; or
  - b. a pickup or van.

This provision (J.2.) applies only if:

- a. you acquire the vehicle during the policy period;
- b. you ask us to insure it within 30 days after you become the owner; and
- c. with respect to a pickup or van, no other insurance policy provides coverage for that vehicle.

If the vehicle you acquire replaces one shown in the Declarations, it will have the same coverage as the vehicle it replaced. You must ask us to insure a replacement vehicle within 30 days only if:

- a. you wish to add or continue Damage to Your Auto Coverages; or
- b. it is a pickup or van used in any "business" other than farming or ranching.

If the vehicle you acquire is in addition to any shown in the Declarations, it will have the

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broadest coverage we now provide for any vehicle shown in the Declarations.

3. Any "trailer" you own.
4. Any auto or "trailer" you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:

- a. breakdown;
- b. repair;
- c. servicing;
- d. loss; or
- e. destruction.

This provision (J.4.) does not apply to the Damage To Your Auto Section.

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**LIABILITY**  
**Coverage A - Bodily Injury**  
**Coverage B - Property Damage**

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**INSURING AGREEMENT**

A. We will pay damages for "bodily injury" (Coverage A) or "property damage" (Coverage B) for which any "insured" becomes legally responsible because of an auto accident. Damages include pre-judgment interest awarded against the "insured". We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for these coverages has been exhausted. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.

B. "Insured" as used in these coverages means:

1. You or any "family member" for the ownership, maintenance or use of any auto or "trailer".
2. Any person using "your covered auto".
3. For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under these Liability Coverages.
4. For any auto or "trailer", other than "your covered auto", any other person or organization but only with respect to legal responsibility for acts or omissions of you or any "family member" for whom coverage is afforded under these Liability Coverages. This provision (B.4.) applies only if the person or organization does not own or hire the auto or "trailer".

**SUPPLEMENTARY PAYMENTS**

In addition to our limit of liability, we will pay on behalf of an "insured":

1. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in "bodily injury" or "property damage" covered under this policy.
2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
3. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for these coverages.
4. Up to \$50 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
5. Other reasonable expenses incurred at our request.

**EXCLUSIONS**

- A. We do not provide Liability Coverages for any person:
1. Who intentionally causes "bodily injury" or "property damage".
  2. For "property damage" to property owned or being transported by that person.
  3. For "property damage" to property:
    - a. rented to;
    - b. used by; or

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c. in the care of;  
that person.

This exclusion (A.3.) does not apply to "property damage" to a residence or private garage.

4. For "bodily injury" to an employee of that person during the course of employment. This exclusion (A.4.) does not apply to "bodily injury" to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
5. For that person's liability arising out of the ownership or operation of a vehicle while it is being used to carry persons or property for a fee. This exclusion (A.5.) does not apply to a share-the-expense car pool.
6. While employed or otherwise engaged in the "business" of:
  - a. selling;
  - b. repairing;
  - c. servicing;
  - d. storing; or
  - e. parking;vehicles designed for use mainly on public highways. This includes road testing and delivery. This exclusion (A.6.) does not apply to the ownership, maintenance or use of "your covered auto" by:
  - a. you;
  - b. any "family member"; or
  - c. any partner, agent or employee of you or any "family member".
7. Maintaining or using any vehicle while that person is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion A.6. This exclusion (A.7.) does not apply to the maintenance or use of a:
  - a. private passenger auto;
  - b. pickup or van that you own; or
  - c. "trailer" used with a vehicle described in a. or b. above.
8. Using a vehicle without a reasonable belief that that person is entitled to do so.

9. For "bodily injury" or "property damage" for which that person:
  - a. is an insured under a nuclear energy liability policy; or
  - b. would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by any of the following or their successors:

- a. Nuclear Energy Liability Insurance Association;
- b. Mutual Atomic Energy Liability Underwriters; or
- c. Nuclear Insurance Association of Canada.

B. We do not provide Liability Coverages for the ownership, maintenance or use of:

1. Any motorized vehicle having fewer than four wheels.
2. Any vehicle, other than "your covered auto", which is:
  - a. owned by you; or
  - b. furnished or available for your regular use.
3. Any vehicle, other than "your covered auto", which is:
  - a. owned by any "family member"; or
  - b. furnished or available for the regular use of any "family member".

However, this exclusion (B.3.) does not apply to your maintenance or use of any vehicle which is:

- a. owned by a "family member"; or
  - b. furnished or available for the regular use of a "family member".
4. Any vehicle, located inside a facility designed for racing, for the purpose of:
    - a. competing in; or
    - b. practicing or preparing for;any prearranged or organized racing or speed contest.

## LIMIT OF LIABILITY

### A. Single Liability Limit

1. If the Declarations show a single limit of liability for Coverage A and Coverage B combined, this limit is our maximum limit of liability for all damages for "bodily injury" and "property damage" resulting from any one auto accident. This is the most we will pay regardless of the number of:
  - a. "Insureds";
  - b. Claims made;
  - c. Vehicles or premiums shown in the Declarations; or
  - d. Vehicles involved in the auto accident.
2. We will apply the limit of liability to provide any separate limits required by law for bodily injury and property damage liability. However, this provision (A.2.) will not change our total limit of liability.

### B. Split Liability Limits

If the Declarations show separate limits of liability for Coverage A and Coverage B, the limit of liability shown in the Declarations for each person for Coverage A is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one auto accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Coverage A is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto accident. The limit of liability shown in the Declarations for each accident for Coverage B is our maximum limit of liability for all "property damage" resulting from any one auto accident. These limits are the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the auto accident.

## OUT OF STATE COVERAGE

If an auto accident to which this policy applies occurs in any state or province other than the one in which "your covered auto" is principally garaged, we will interpret your policy for that accident as follows:

### A. If the state or province has:

1. A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit shown in the Declarations, your policy will provide the higher specified limit.
2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.

### B. No one will be entitled to duplicate payments for the same elements of loss.

## FINANCIAL RESPONSIBILITY

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required.

## OTHER INSURANCE

If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance.

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**MEDICAL PAYMENTS**  
**Coverage C**

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**INSURING AGREEMENT**

A. We will pay reasonable expenses incurred for necessary medical and funeral services because of "bodily injury":

1. Caused by accident; and
2. Sustained by an "insured".

We will pay only those expenses incurred for services rendered within 3 years from the date of the accident.

B. "Insured" as used in this coverage means:

1. You or any "family member":
  - a. while "occupying"; or
  - b. as a pedestrian when struck by:  
a motor vehicle designed for use mainly on public roads or a trailer of any type.
2. Any other person while "occupying" "your covered auto".

**EXCLUSIONS**

We do not provide Medical Payments Coverage for any person for "bodily injury":

1. Sustained while "occupying" any motorized vehicle having fewer than four wheels.
2. Sustained while "occupying" "your covered auto" when it is being used to carry persons or property for a fee. This exclusion (2.) does not apply to a share-the-expense car pool.
3. Sustained while "occupying" any vehicle located for use as a residence or premises.
4. Occurring during the course of employment if workers' compensation benefits are required or available for the "bodily injury".
5. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
  - a. owned by you; or

b. furnished or available for your regular use.

6. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:

- a. owned by any "family member"; or
- b. furnished or available for the regular use of any "family member".

However, this exclusion (6.) does not apply to you.

7. Sustained while "occupying" a vehicle without a reasonable belief that that person is entitled to do so.

8. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured". This exclusion (8.) does not apply to "bodily injury" sustained while "occupying" a:

- a. private passenger auto;
- b. pickup or van that you own; or
- c. "trailer" used with a vehicle described in a. or b. above.

9. Sustained while "occupying" any vehicle located inside a facility designed for racing, for the purpose of:

- a. competing in; or
- b. practicing or preparing for;  
any prearranged or organized racing or speed contest.

10. Caused by or as a consequence of:

- a. discharge of a nuclear weapon (even if accidental);
- b. war (declared or undeclared);
- c. civil war;
- d. insurrection; or
- e. rebellion or revolution.

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11. From or as a consequence of the following, whether controlled or uncontrolled or however caused:

- a. nuclear reaction;
- b. radiation; or
- c. radioactive contamination.

#### LIMIT OF LIABILITY

A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the accident.

B. Any amounts otherwise payable for expenses under this coverage shall be reduced by any amounts paid or payable for the same expenses under Coverage A or Coverage D.

C. No payment will be made unless the injured person or that person's legal representative agrees in writing that any payment shall be applied toward any settlement or judgment that person receives under Coverage A or Coverage D.

#### OTHER INSURANCE

If there is other applicable auto medical payments insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

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### UNINSURED MOTORISTS Coverage D

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#### INSURING AGREEMENT

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and
2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

B. "Insured" as used in this coverage means:

1. You or any "family member".
2. Any other person "occupying" "your covered auto".
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

C. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

1. To which no bodily injury liability bond or policy applies at the time of the accident.
2. To which a bodily injury liability bond or policy applies at the time of the accident. In this case its limits for bodily injury liability must be less than the minimum limits for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged.
3. Which is a hit and run vehicle whose operator or owner cannot be identified and which hits:
  - a. you or any "family member";
  - b. a vehicle which you or any "family member" are "occupying"; or
  - c. "your covered auto".
4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
  - a. denies coverage; or
  - b. is or becomes insolvent.

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However, "uninsured motor vehicle" does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you or any "family member".
2. Owned or operated by a self-insurer under any applicable motor vehicle law.
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.

### EXCLUSIONS

A. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any person:

1. While "occupying", or when struck by, any motor vehicle owned by you or any "family member" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
2. If that person or the legal representative settles the "bodily injury" claim without our consent.
3. While "occupying" "your covered auto" when it is being used to carry persons or property for a fee. This exclusion (A.3.) does not apply to a share-the-expense car pool.
4. Using a vehicle without a reasonable belief that that person is entitled to do so.

B. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:

1. workers' compensation law; or
2. disability benefits law.

C. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages including legal costs related thereto.

### LIMIT OF LIABILITY

#### A. Single Limit

If the Declarations show a single limit of liability for Coverage D, this limit is our maximum limit of liability for all damages for "bodily injury" result-

ing from any one accident. This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the accident.

#### B. Split Limits

If the Declarations show separate limits of liability for each person and each accident, the limit of liability shown for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident. These limits are the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the accident.

C. Any amounts otherwise payable for damages under this coverage shall be reduced by all sums:

1. Paid because of the "bodily injury" by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Coverage A; and
2. Paid or payable because of the "bodily injury" under any of the following or similar law:
  - a. workers' compensation law; or
  - b. disability benefits law.

D. Any payment under this coverage will reduce any amount that person is entitled to recover for the same damages under Coverage A.

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## OTHER INSURANCE

If there is other applicable similar insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible insurance.

## ARBITRATION

A. If we and an "insured" do not agree:

1. Whether that person is legally entitled to recover damages under this coverage; or
2. As to the amount of damages which are recoverable by that "insured" from the owner or operator of an "uninsured motor vehicle".

either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

B. Each party will:

1. Pay the expenses it incurs; and

2. Bear the expenses of the third arbitrator equally.

C. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:

1. Whether the "insured" is legally entitled to recover damages; and
2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

D. Instead of this method, we and the "insured" may agree to use another method of arbitration.

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## DAMAGE TO YOUR AUTO

Coverage E - Collision

Coverage F - Comprehensive

(Other than Collision)

Coverage G - Extended Transportation Expenses

Coverage I - Towing and Labor Costs

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## INSURING AGREEMENT

A. **Collision and Comprehensive (Other than Collision).** We will pay for direct and accidental loss to "your covered auto" or any "non-owned auto", including their equipment. We will pay for such loss to "your covered auto" minus any applicable deductible shown in the Declarations. We will pay for loss to "your covered auto" caused by:

1. "Collision" only if the Declarations indicate that Coverage E - Collision is provided for that auto.
2. Other than "collision" only if the Declarations indicate that Coverage F - Comprehensive is provided for that auto.

If there is such a loss to a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations. We will not subtract any deductible amount from the amount we will pay for a loss to a "non-owned auto".

B. **Extended Transportation Expenses.** When there is a loss to a "your covered auto" described in the Declarations for which a specific premium charge indicates that Coverage G - Extended Transportation Expenses is afforded, or to a "non-owned auto", we will pay, without application of a deductible, up to the amount per day to a maximum amount as shown in the Declarations for:

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1. Transportation expenses incurred by you.
2. Loss of use expenses for which you become legally responsible in the event of loss to a "non-owned auto".

This coverage applies only if:

1. "Your covered auto" or the "non-owned auto" is withdrawn from use for more than 24 hours; and
2. The loss is caused by "collision" or is covered under Coverage F - Comprehensive of this policy.

However, this coverage does not apply when there is a total theft of "your covered auto" or a "non-owned auto". Such coverage is provided under Coverage F of this policy.

Our payment will be limited to that period of time reasonably required to repair or replace the "your covered auto" or the "non-owned auto".

**C. Towing and Labor Costs.** We will pay towing and labor costs incurred each time "your covered auto" or any "non-owned auto" is disabled, up to the limit of liability shown in the Declarations for Coverage I - Towing and Labor Costs as applicable to that vehicle. If a "non-owned auto" is disabled, we will provide the broadest towing and labor costs coverage applicable to any "your covered auto" shown in the Declarations. We will only pay for labor performed at the place of disablement.

**D. "Collision"** means the upset of "your covered auto" or a "non-owned auto" or their impact with another vehicle or object. Loss caused by the following is considered other than "collision":

- |                                 |                                     |
|---------------------------------|-------------------------------------|
| 1. Missiles or falling objects; | 6. Hail, water or flood;            |
| 2. Fire;                        | 7. Malicious mischief or vandalism; |
| 3. Theft or larceny;            | 8. Riot or civil commotion;         |
| 4. Explosion or Earthquake;     | 9. Contact with bird or animal; or  |
| 5. Windstorm;                   | 10. Breakage of glass.              |

If breakage of glass is caused by a "collision" you may elect to have it considered a loss caused by "collision".

**E. "Non-owned auto" means:**

1. Any private passenger auto, pickup, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member" while in the custody of or being operated by you or any "family member"; or
2. Any auto or "trailer" you do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
 

a. breakdown;	d. loss; or
b. repair;	e. destruction.
c. servicing;	

#### TRANSPORTATION EXPENSES

In addition, under Coverage F, we will pay, without application of a deductible, up to the greater of the following amounts:

1. \$15 per day, to a maximum of \$450; or
2. For a "your covered auto", the amount per day, to a maximum amount shown, if any, on the Declarations for Coverage G for that specific "your covered auto"; or
3. For a "non-owned auto", the amount per day, to a maximum amount shown, if any, on the Declarations for Coverage G for any one "your covered auto".

This applies only in the event of the total theft of "your covered auto" or a "non-owned auto". The coverage applies to a "your covered auto" only when the Declarations show that Coverage F is provided for that specific "your covered auto". The coverage applies to a "non-owned auto" if the Declarations show that Coverage F is provided for any "your covered auto".

We will pay:

1. Transportation expenses incurred by you in the event of the total theft of "your covered auto"; or
2. Loss of use expenses for which you become legally responsible in the event of a total theft of a "non-owned auto".

We will pay only those expenses incurred during the period:

1. Beginning 48 hours after the theft; and

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2. Ending when "your covered auto" or the "non-owned auto" is returned to use, or, we pay or offer to pay for its loss.

#### EXCLUSIONS

We will not pay for:

1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used to carry persons or property for a fee. This exclusion (1.) does not apply to a share-the-expense car pool.
2. Damage due and confined to:
  - a. wear and tear;
  - b. freezing;
  - c. mechanical or electrical breakdown or failure; or
  - d. road damage to tires.This exclusion (2.) does not apply if the damage results from the total theft of "your covered auto" or any "non-owned auto".
3. Loss due to or as a consequence of:
  - a. radioactive contamination;
  - b. discharge of any nuclear weapon (even if accidental);
  - c. war (declared or undeclared);
  - d. civil war;
  - e. insurrection; or
  - f. rebellion or revolution.
4. Loss to equipment designed for the reproduction of sound and any accessories used with such equipment. This exclusion (4.) does not apply if the equipment is permanently installed in "your covered auto" or any "non-owned auto".
5. Loss to tapes, records or other devices for use with equipment designed for the reproduction of sound.
6. Loss to a camper body or "trailer" you own which is not shown in the Declarations. This exclusion (6.) does not apply to a camper body or "trailer" you:
  - a. acquire during the policy period; and
  - b. ask us to insure within 30 days after you become the owner.

7. Loss to any "non-owned auto" when used by you or any "family member" without a reasonable belief that you or that "family member" are entitled to do so.

8. Loss to:
  - a. TV antennas;
  - b. awnings or cabanas; or
  - c. equipment designed to create additional living facilities.

9. Loss to any of the following or their accessories:
  - a. citizens band radio;
  - b. two-way mobile radio;
  - c. telephone; or
  - d. scanning monitor receiver.

This exclusion (9.) does not apply if the equipment is permanently installed in the opening of the dash or console of "your covered auto" or any "non-owned auto". This opening must be normally used by the auto manufacturer for the installation of a radio.

10. Loss to equipment designed or used for the detection or location of radar or laser.
11. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in the "business" of:
  - a. selling;
  - b. repairing;
  - c. servicing;
  - d. storing; or
  - e. parking;

vehicles designed for use on public highways. This includes road testing and delivery.

12. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in any "business" not described in exclusion 11. This exclusion (12.) does not apply to the maintenance or use by you or any "family member" of a "non-owned auto" which is a private passenger auto or "trailer".
13. Loss to "your covered auto" or any "non-owned auto" due to destruction or confiscation by government or civil authorities because you or any "family member":
  - a. engaged in illegal activities; or

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- b. failed to comply with Environmental Protection Agency or Department of Transportation standards.

This exclusion (13.) does not apply to the interests of Loss Payees in "your covered auto".

- 14. Loss to "your covered auto" or any "non-owned auto", located inside a facility designed for racing, for the purpose of:
  - a. competing in; or
  - b. practicing or preparing for;any prearranged or organized racing or speed contest.
- 15. Loss to, or loss of use of, a "non-owned auto" rented by:
  - a. you; or
  - b. any "family member";if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that "family member", pursuant to the provisions of any applicable rental agreement or state law.

#### LIMIT OF LIABILITY

- A. Our limit of liability for loss will be the lesser of the:
  - 1. Actual cash value of the stolen or damaged property; or
  - 2. Amount necessary to repair or replace the property with other property of like kind and quality.

However, the most we will pay for loss to any "non-owned auto" which is a "trailer" is \$500.

- B. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss.

Note: Our Limit of Liability under Damage to Your Auto does not extend to any loss in market or resale value which may result from a direct and accidental loss to "your covered auto" or any "non-owned auto".

#### PAYMENT OF LOSS

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to:

- 1. You; or

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- 2. The address shown in this policy.

If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

#### LOSS PAYABLE CLAUSE

Loss or damage under this policy shall be paid, as interest may appear, to you and the loss payee shown in the Declarations. This insurance with respect to the interest of the loss payee, shall not become invalid because of your fraudulent acts or omissions unless the loss results from your conversion, secretion or embezzlement of "your covered auto". However, we reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. We will mail the loss payee written notice at least 10 days before the effective date of cancellation.

When we pay the loss payee we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

#### NO BENEFIT TO BAILEE

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

#### OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a "non-owned auto" shall be excess over any other collectible source of recovery including, but not limited to:

- 1. any coverage provided by the owner of the "non-owned auto";
- 2. any other applicable physical damage insurance;
- 3. any other source of recovery applicable to the loss.

#### APPRAISAL

- A. If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A deci-

sion agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and

2. Bear the expenses of the appraisal and umpire equally.

B. We do not waive any of our rights under this policy by agreeing to an appraisal.

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## DUTIES AFTER AN ACCIDENT OR LOSS

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### GENERAL DUTIES

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.

B. A person seeking any coverage must:

1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
3. Submit, as often as we reasonably require:
  - a. to physical exams by physicians we select. We will pay for these exams.
  - b. to examination under oath and subscribe the same.
4. Authorize us to obtain:
  - a. medical reports; and
  - b. other pertinent records.
5. Submit a proof of loss when required by us.

### ADDITIONAL DUTIES FOR UNINSURED MOTORISTS COVERAGE

A person seeking Uninsured Motorists Coverage must also:

1. Promptly notify the police if a hit and run driver is involved.
2. Promptly send us copies of the legal papers if a suit is brought.

### ADDITIONAL DUTIES FOR COLLISION AND COMPREHENSIVE COVERAGES

A person seeking coverage for Collision or Comprehensive (Other than Collision) must also:

1. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss. We will pay reasonable expenses incurred to do this.
2. Promptly notify the police if "your covered auto" or any "non-owned auto" is stolen.
3. Permit us to inspect and appraise the damaged property before its repair or disposal.

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## GENERAL PROVISIONS

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### BANKRUPTCY

Bankruptcy or insolvency of the "insured" shall not relieve us of any obligations under this policy.

### CHANGES

A. This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.

B. If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:

1. The number, type or use classification of insured vehicles;
2. Operators using insured vehicles;

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3. The place of principal garaging of insured vehicles;
4. Coverage, deductible or limits.

If a change resulting from A. or B. requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.

- C. If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This paragraph (C.) does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:
1. A subsequent edition of your policy; or
  2. An Amendatory Endorsement.

#### **FRAUD**

We do not provide coverage for any "insured" who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy.

#### **LEGAL ACTION AGAINST US**

- A. No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under the Liability Coverages, no legal action may be brought against us until:
1. We agree in writing that the "insured" has an obligation to pay; or
  2. The amount of that obligation has been finally determined by judgment after trial.
- B. No person or organization has any right under this policy to bring us into any action to determine the liability of an "insured".

#### **OUR RIGHT TO RECOVER PAYMENT**

- A. If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:
1. Whatever is necessary to enable us to exercise our rights; and

2. Nothing after loss to prejudice them.

However, our rights in this paragraph (A.) do not apply, under the Damage to Your Auto Coverages, against any person using "your covered auto" with a reasonable belief that that person is entitled to do so.

- B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
1. Hold in trust for us the proceeds of the recovery; and
  2. Reimburse us to the extent of our payment less reasonable attorney fees and a proportionate share of the cost of recovery.

#### **POLICY PERIOD AND TERRITORY**

- A. This policy applies only to accidents and losses which occur:
1. During the policy period as shown in the Declarations; and
  2. Within the policy territory.
- B. The policy period, and each successive policy period, begins and ends at 12:01 a.m. standard time at your address.
- C. The policy territory is:
1. The United States of America, its territories or possessions;
  2. Puerto Rico; or
  3. Canada.

This policy also applies to loss to, or accidents involving, "your covered auto" while being transported between their ports.

#### **TERMINATION**

- A. **Cancellation.** This policy may be cancelled during the policy period as follows:
1. The named insured shown in the Declarations may cancel by:
    - a. returning this policy to us; or
    - b. giving us advance written notice of the date cancellation is to take effect.

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2. We may cancel by mailing to the named insured shown in the Declarations at the address shown there:

a. at least 10 days notice of cancellation:

- (1) if cancellation is for nonpayment of premium; or
- (2) if notice is mailed during the first 60 days this policy is in effect and this is not a continuation policy; or

b. at least 30 days notice in all other cases.

3. After this policy is in effect for 60 days or if this is a continuation policy, we will cancel only:

a. for nonpayment of premium; or

b. if your driver's license or that of:

- (1) any driver who lives with you; or
- (2) any driver who customarily uses "your covered auto";

has been suspended or revoked. This must have occurred:

- (1) during the policy period; or
- (2) since the last anniversary of the original effective date if the policy period is other than 1 year; or

c. if the policy was obtained through material misrepresentation.

4. Nonpayment of Premium. Nonpayment of premium shall mean failure to pay any premium or premium installment when due whether payable directly to us or through a premium financing plan or credit extension.

**B. Non Renewal.** If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown there. Notice will be mailed at least 30 days before the end of the policy period. If the policy period is other than 1 year, we will have the right not to continue it only at each anniversary of its original effective date. If that date is the 29th, 30th, or 31st of a month, we may consider the first day of the next month to be this anniversary.

**C. Automatic Termination.** If we offer to continue and you or your representative do not accept, this

policy will automatically terminate without notice of termination at the end of the current policy period. Failure to pay the required continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

#### D. Other Termination Provisions.

1. If the law in effect in your state at the time this policy is issued or continued:

- a. requires a longer notice period;
- b. requires a special form or procedure for giving notice; or
- c. modifies any of the stated termination reasons;

we will comply with those requirements.

2. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.

3. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.

4. The effective date of cancellation stated in the notice shall become the end of the policy period.

#### TRANSFER OF YOUR INTEREST IN THIS POLICY

A. Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:

1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; and
2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the rep-

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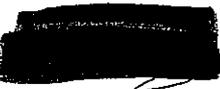
representative's legal responsibility to maintain or use "your covered auto".

- B. Coverage will only be provided until the next anniversary of the policy's original effective date.

#### TWO OR MORE AUTO POLICIES

If this policy and any other auto insurance policy issued to you by us apply to the same accident, the maximum limit of our liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

This policy is signed for the member company of Travelers which is the insurer under this policy.



Bruce A. Backberg  
Senior Vice President and  
Corporate Secretary



Joseph Lacher  
Chief Executive Officer  
Personal Lines



## **Homeowners Policy Booklet**

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**from Travelers**

## YOUR HOMEOWNERS POLICY QUICK REFERENCE

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**HOMEOWNERS 3 - SPECIAL FORM  
PENNSYLVANIA**

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**AGREEMENT**

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We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

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**DEFINITIONS**

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In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse, if a resident of the same household, and "we", "us" and "our" refer to the Company providing this insurance. In addition, certain words and phrases are defined as follows:

1. "Actual cash value" means the amount it would cost to repair or replace covered property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. "Actual cash value" applies to valuation of covered property regardless of whether that property has sustained partial or total loss or damage.

The "actual cash value" of the lost or damaged property may be significantly less than its replacement cost.

2. "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
3. "Business" includes a trade, profession or occupation engaged in on a full-time, part-time or occasional basis.
4. "Insured" means you and the following residents of your household:
  - a. Your relatives;
  - b. Any other person under the age of 21 who is in the care of any person named above.

Under Section II, "insured" also means:

- c. With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in 4.a. or 4.b. above. A person or organization using or having custody of these animals or watercraft in the course of any "business", or without permission of the owner is not an "insured";
- d. With respect to any vehicle to which this policy applies:

- (1) Persons while engaged in your employ or that of any person included in 4.a. or 4.b. above; or

- (2) Other persons using the vehicle on an "insured location" with your consent.

5. "Insured location" means:

- a. The "residence premises";
- b. The part of any other premises, other structures, and grounds, used by you as a residence and which is shown in the Declarations or which is acquired by you during the policy period for your use as a residence;
- c. Any premises used by you in connection with the premises included in 5.a. or 5.b.;
- d. Any part of a premises not owned by any "insured" but where any "insured" is temporarily residing;
- e. Vacant land owned by or rented to any "insured" other than farm land;
- f. Land owned by or rented to any "insured" on which a one or two family dwelling is being constructed as a residence for any "insured";
- g. Individual or family cemetery plots or burial vaults of any "insured";
- h. Any part of a premises occasionally rented to any "insured" for other than "business" purposes.

6. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same generally harmful conditions which results, during the policy period, in:

- a. "Bodily injury"; or
- b. "Property damage".

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

8. "Residence employee" means an employee of any "insured" who performs duties in connection with the maintenance or use of the "residence premises", including household or domestic services, or who performs duties elsewhere of a simi-

lar nature not in connection with the "business" of any "insured".

9. "Residence premises" means the one or two family dwelling, other structures, and grounds or that

part of any other building where you reside and which is shown as the "residence premises" in the Declarations.

## SECTION I - PROPERTY COVERAGES

### COVERAGE A - DWELLING

We cover:

- a. The dwelling on the "residence premises" shown in the Declarations, including structures attached to the dwelling; and
- b. Materials and supplies located on or next to the "residence premises" used to construct, alter or repair the dwelling or other structures on the "residence premises".

We do not cover land, including land on which the dwelling is located.

### COVERAGE B - OTHER STRUCTURES

We cover other structures on the "residence premises" set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.

We do not cover:

- a. Land, including land on which the other structures are located.
- b. Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;
- c. Other structures from which any "business" is conducted; or
- d. Other structures used to store "business" property. However, we do cover a structure that contains "business" property solely owned by an "insured" or a tenant of the dwelling provided that "business" property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure.

The limit of liability for this coverage will not be more than 10% of the limit of liability that applies to Coverage A. Use of this coverage does not reduce the Coverage A limit of liability.

### COVERAGE C - PERSONAL PROPERTY

#### Covered Property

We cover personal property owned or used by an "insured" while it is anywhere in the world. After a loss and at your request, we will cover personal property owned by:

- a. Others while the property is on the part of the "residence premises" occupied by an "insured"; or
- b. A guest or a "residence employee", while the property is in any residence occupied by an "insured".

#### Limit For Property At Other Residences

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises", is 10% of the limit of liability for Coverage C, or \$1,000, whichever is greater. However, this limitation does not apply to personal property:

- a. Moved from the "residence premises" because it is being repaired, renovated or rebuilt and is not fit to live in or store property in; or
- b. In a newly acquired principal residence for 30 days from the time you begin to move the property there.

#### Special Limits Of Liability

The special limit for each category shown below is the total limit for each loss for all property in that category. These special limits do not increase the Coverage C limit of liability.

1. \$200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum, coins, and medals.
2. \$1,000 on securities, accounts, deeds, evidence 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.

3. \$1,000 on watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.
4. \$1,000 on trailers or semitrailers not used with watercraft of all types.
5. \$1,000 for loss by theft of jewelry, watches, furs, precious and semiprecious stones.

6. \$2,000 for loss by theft of firearms and related equipment.
7. \$2,500 for loss by theft of silverware, silver-plated ware, goldware, gold-plated ware, and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.
8. \$5,000 on property, on the "residence premises", used at any time or in any manner for any "business" purpose.
9. \$1,000 on property, away from the "residence premises", used at any time or in any manner for any "business" purpose. However, this limit does not apply to loss to electronic apparatus and other property described in Categories 10. and 11. below.
10. \$1,000 on electronic apparatus and accessories, while in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while still capable of being operated by other power sources.

Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described in this Category 10.

11. \$1,000 on electronic apparatus and accessories used primarily for "business" while away from the "residence premises" and not in or upon a motor vehicle or other motorized land conveyance. The apparatus must be equipped to be operated by power from the electrical system of the vehicle or conveyance while still capable of being operated by other power sources.

Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described in this Category 11.

#### Property Not Covered

We do not cover:

1. Articles separately described and specifically insured, regardless of the limit for which they are insured, in this or other insurance;
2. Animals, birds or fish;
3. Motor vehicles or all other motorized land conveyances.
  - a. This includes:
    - (1) Their accessories, equipment and parts; or
    - (2) Electronic apparatus and accessories designed to be operated solely by power from the electrical system of motor vehicles or all other motorized land convey-

ances. Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described above.

The exclusion of property described in a.(1) and (2) above applies only while such property is in or upon the vehicle or conveyance.

- b. We do cover vehicles or conveyances not required to be registered for use on public roads or property which are:

- (1) Used solely to service an "insured's" residence; or

- (2) Designed to assist the handicapped;

4. Aircraft meaning any contrivance used or designed for flight including any parts whether or not attached to the aircraft.

We do cover model or hobby aircraft not used or designed to carry people or cargo;

5. Property of roomers, boarders and other tenants, except property of roomers and boarders related to an "insured";
6. Property in an apartment regularly rented or held for rental to others by an "insured";
7. Property rented or held for rental to others off the "residence premises";
8. "Business" data, including such data stored in:
  - a. Books of account, drawings or other paper records; or
  - b. 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; or

9. Credit cards or fund transfer cards used solely for deposit, withdrawal or transfer of funds except as provided in Additional Coverage 6. Credit Card, Fund Transfer Card, Forgery and Counterfeit Money.

#### COVERAGE D - LOSS OF USE

The limit of liability for Coverage D is the total limit for the coverages in 1. Additional Living Expense, 2. Fair Rental Value and 3. Civil Authority Prohibits Use below.

##### 1. Additional Living Expense

If a loss covered under Section I makes that part of the "residence premises" where you reside not fit to live in, we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

## 2. Fair Rental Value

If a loss covered under Section I makes that part of the "residence premises" rented to others or held for rental by you not fit to live in, we cover the fair rental value of such premises less any expenses that do not continue while it is not fit to live in.

Payment will be for the shortest time required to repair or replace such premises.

## 3. Civil Authority Prohibits Use

If a civil authority prohibits you 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 and 2. Fair Rental Value above for no more than two weeks.

## 4. 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, 2. Fair Rental Value and 3. Civil Authority Prohibits Use above are not limited by expiration of this policy.

## ADDITIONAL COVERAGES

### 1. Debris Removal

- a. We will pay your reasonable expense for the removal of debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss.

This expense is included in the limit of liability that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal expense is more than the limit of liability for the damaged property, an additional 5% of that limit of liability is available for such expense.

- b. We will also pay your reasonable expense, up to \$1,000, for the removal of one or more trees fallen on the "residence premises" as a result of a Peril Insured Against, provided:

- (1) The tree(s) damage(s) a covered structure;
- (2) Do(es) not damage a covered structure, but:
  - (a) Block(s) a driveway on the "residence premises" which prevent(s) a motor vehicle, that is registered for

use on public roads or property, from entering or leaving the "residence premises"; or

- (b) Block(s) a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling building; or

- (3) Windstorm or Hail or Weight of Ice, Snow or Sleet causes damage to a structure covered under this policy and the Pennsylvania Governor declares the area in which the "residence premises" is located to be a disaster area as a result of such weather conditions.

The \$1,000 limit is the most we will pay in any one loss regardless of the number of fallen trees. No more than \$500 of this limit will be paid for the removal of any one tree.

This coverage is additional insurance.

### 2. Reasonable Repairs

- a. We will pay the reasonable cost incurred by you for the necessary measures taken solely to protect covered property that is damaged by a Peril Insured Against from further damage.
- b. If the measures taken involve repair to other damaged property, we will only pay if that property is covered under this policy and the damage is caused by a Peril Insured Against. This coverage does not:

- (1) Increase the limit of liability that applies to the covered property; or
- (2) Relieve you of your duties, in case of a loss to covered property, described in paragraph d. under Section I – Condition 2. Duties After Loss.

### 3. Trees, Shrubs And Other Plants

We cover trees, shrubs, plants or lawns, on the "residence premises", for loss caused by the following Perils Insured Against:

- a. Fire or Lightning;
- b. Explosion;
- c. Riot or Civil Commotion;
- d. Aircraft;
- e. Vehicles not owned or operated by a resident of the "residence premises";
- f. Vandalism or Malicious Mischief; or
- g. Theft.

We will pay up to 5% of the limit of liability that applies to the dwelling for all trees, shrubs, plants

or lawns. No more than \$500 of this limit will be paid for any one tree, shrub or plant. We do not cover property grown for "business" purposes.

This coverage is additional insurance.

#### 4. Fire Department Service Charge

We will pay up to \$500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against. We do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.

This coverage is additional insurance. No deductible applies to this coverage.

#### 5. Property Removed

We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 30 days while removed. This coverage does not change the limit of liability that applies to the property being removed.

#### 6. Credit Card, Fund Transfer Card, Forgery and Counterfeit Money

a. We will pay up to \$1,000 for:

- (1) The legal obligation of an "insured" to pay because of the theft or unauthorized use of credit cards issued to or registered in an "insured's" name;
- (2) Loss resulting from theft or unauthorized use of a fund transfer card used for deposit, withdrawal or transfer of funds, issued to or registered in an "insured's" name;
- (3) Loss to an "insured" caused by forgery or alteration of any check or negotiable instrument; and
- (4) Loss to an "insured" through acceptance in good faith of counterfeit United States or Canadian paper currency.

All loss resulting from a series of acts committed by any one person or in which any one person is concerned or implicated is considered to be one loss.

This coverage is additional insurance. No deductible applies to this coverage.

b. We do not cover:

- (1) Use of a credit card or fund transfer card:
  - (a) By a resident of your household;

(b) By a person who has been entrusted with either type of card; or

(c) If an "insured" has not complied with all terms and conditions under which the cards are issued; or

(2) Loss arising out of "business" use or dishonesty of an "insured".

c. If the coverage in a. applies, the following defense provisions also apply:

(1) We may investigate and settle any claim or suit that we decide is appropriate. Our duty to defend a claim or suit ends when the amount we pay for the loss equals our limit of liability.

(2) If a suit is brought against an "insured" for liability under a.(1) or (2) above, we will provide a defense at our expense by counsel of our choice.

(3) We have the option to defend at our expense an "insured" or an "insured's" bank against any suit for the enforcement of payment under a.(3) above.

#### 7. Loss Assessment

a. We will pay up to \$1,000 for your share of loss assessment charged during the policy period against you, as owner or tenant of the "residence premises", by a corporation or association of property owners. The assessment must be made as a result of direct loss to property, owned by all members collectively, of the type that would be covered by this policy if owned by you, caused by a Peril Insured Against under Coverage A, other than:

- (1) Earthquake; or
- (2) Land shock waves or tremors before, during or after a volcanic eruption.

The limit of \$1,000 is the most we will pay with respect to any one loss, regardless of the number of assessments. We will only apply one deductible, per unit, to the total amount of any one loss to the property described above, regardless of the number of assessments.

b. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

c. Section I – Condition 16. Policy Period does not apply to this coverage.

This coverage is additional insurance.

#### 8. Collapse

a. With respect to this Additional Coverage:

- (1) Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its current intended purpose.
  - (2) A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse.
  - (3) A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building.
  - (4) A building or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
- b. We insure for direct physical loss to covered property involving collapse of a building or any part of a building if the collapse was caused by one or more of the following:
- (1) The Perils Insured Against;
  - (2) Decay that is hidden from view, unless the presence of such decay is known to an "insured" prior to collapse or there are visible signs of water damage and the "insured" has not taken prompt action to prevent further damage;
  - (3) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an "insured" prior to collapse;
  - (4) Weight of contents, equipment, animals or people;
  - (5) Weight of rain which collects on a roof; or
  - (6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.
- c. Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under b.(2) through (6) above, unless the loss is a direct result of the collapse of a building or any part of a building.
- d. This coverage does not increase the limit of liability that applies to the damaged covered property.
9. **Glass Or Safety Glazing Material**
- a. We cover:
- (1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window; 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 a building, storm door or storm window.
- 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 dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.
- c. This coverage does not increase the limit of liability that applies to the damaged property.
10. **Ordinance or Law**
- a. You may use up to 10% of the limit of liability that applies to Coverage A for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:
- (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
  - (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
  - (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.
- b. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in a. above.
- c. We do not cover:

- (1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
- (2) The costs to comply with any ordinance or law which requires any "insured" 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 in or on any covered building or other structure.

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 coverage is additional insurance.

#### 11. Refrigerated Products Coverage

We insure, up to \$500, covered property stored in freezers or refrigerators on the "residence premises" for direct loss caused by:

- a. Loss of power to the refrigeration unit. Loss of power means the complete or partial interruption of electric power due to conditions beyond an "insured's" control. Loss of power must be caused by damage to:
  - (1) Generating equipment; or
  - (2) Transmitting equipment; or

- b. Mechanical failure of the unit which stores the property.

Coverage will apply only if you have maintained the refrigeration unit in proper working condition immediately prior to the loss.

This coverage does not increase the limit of liability for Coverage C.

We will pay only that part of the total of all loss payable that exceeds \$100. No other deductible applies to this coverage.

The Power Failure exclusion does not apply to this coverage.

#### 12. Inflation Coverage

We may adjust the limits of liability for Coverages A, B, C and D at the beginning of each successive policy term to reflect increases in the cost of insured property. The amount of such increase will be based on the data provided by the appraisal company shown in the Declarations. Payment of the required premium when due for the successive policy term will be sufficient to indicate your acceptance of the adjusted limits.

We will also adjust the limits of liability at the time of a loss by the same percentage pro rated from the effective date of the policy period or the effective date of change if you have requested a change to the limit of liability for Coverage A during the policy period.

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### SECTION I - PERILS INSURED AGAINST

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#### COVERAGE A - DWELLING AND COVERAGE B - OTHER STRUCTURES

1. We insure against risk of direct physical loss to property described in Coverages A and B.
2. We do not insure, however, for loss:
  - a. Excluded under Section I - Exclusions;
  - b. Involving collapse, except as provided in Additional Coverage 8. Collapse under Section I - Property Coverages; or
  - c. Caused by:
    - (1) Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This exclusion applies only while the dwelling is vacant, unoccupied or being constructed, unless you have used reasonable care to:
      - (a) Maintain heat in the building; or
      - (b) Shut off the water supply and drain all systems and appliances of water.

- (a) Maintain heat in the building; or
- (b) Shut off the water supply and drain all systems and appliances of water.

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

For purposes of this provision 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;

- (2) Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
  - (a) Fence, pavement, patio or swimming pool;

- (b) Footing, foundation, bulkhead, wall, or any other structure or device that supports all or part of a building, or other structure;
  - (c) Retaining wall or bulkhead that does not support all or part of a building or other structure; or
  - (d) Pier, wharf or dock;
- (3) Theft in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
- (4) Vandalism and malicious mischief, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;
- (5) Constant or repeated seepage or leakage of water or steam over a period of weeks, months or years, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system, or from a household appliance; or
- (6) Any of the following:
- (a) Wear and tear, marring, deterioration;
  - (b) Mechanical breakdown, latent defect, inherent vice, or any quality in property that causes it to damage or destroy itself;
  - (c) Smog, rust or other corrosion, fungi, mold, mildew, wet or dry rot;
  - (d) Smoke from agricultural smudging or industrial operations;
  - (e) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against named under Coverage C.
- 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;

- (f) Settling, shrinking, bulging or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings;
- (g) Birds, vermin, rodents, or insects; or
- (h) Animals owned or kept by an "Insured".

#### Exception To c.(6)

Unless the loss is otherwise excluded, we cover loss to property covered under Coverage A or B resulting from an accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises". This includes the cost to tear out and replace any part of a building, or other structure, on the "residence premises", but only when necessary to repair the system or appliance. However, such tear out and replacement coverage only applies to other structures if the water or steam causes actual damage to a building on the "residence premises".

We do not cover loss to the system or appliance from which this water or steam escaped.

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, down spout or similar fixtures or equipment.

Section I - 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 c.(5) and (6) above.

Under 2.b. and c. above, any ensuing loss to property described in Coverages A and B not excluded by any other provision in this policy is covered.

#### COVERAGE C - PERSONAL PROPERTY

We insure for direct physical loss to the property described in Coverage C caused by any of the following perils, unless the loss is excluded in SECTION I - EXCLUSIONS.

1. Fire or lightning.
2. Windstorm or hail.

This peril includes loss to watercraft of all types and their trailers, furnishings, equipment, and outboard engines or motors, only while inside a fully enclosed building.

This peril does not include loss to property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building, causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

**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.

This peril does not include loss caused by smoke from agricultural smudging or industrial operations.

**8. Vandalism or malicious mischief.**

**9. Theft.**

a. This peril includes attempted theft and loss of property from a known place when it is likely that the property has been stolen.

b. This peril does not include loss caused by theft:

- (1) Committed by an "insured";
- (2) In or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
- (3) From that part of a "residence premises" rented by an "insured" to someone other than another "insured"; or
- (4) That occurs off the "residence premises" of:
  - (a) Trailers, semitrailers and campers;
  - (b) Watercraft of all types, and their furnishings, equipment and outboard engines or motors; or
  - (c) Property while at any other residence owned by, rented to, or occupied by an "insured", except while an "insured" is temporarily living there. Property of an "insured" who is a student is covered while at the residence the student occupies to attend school as long as the student has been there at any time during the 45 days immediately before the loss.

**10. Falling Objects.**

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

**11. Weight Of Ice, Snow Or Sleet.**

This peril means weight of ice, snow or sleet which causes damage to property contained in a building.

**12. 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 except as provided in Peril Insured Against 14. Freezing; or
- (3) On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises".

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. Section 1 - 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.

**13. 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.

We do not cover loss caused by or resulting from freezing except as provided in Peril Insured Against 14. Freezing.

**14. Freezing.**

a. This peril means freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance.

This peril does not include loss on the "residence premises" while the dwelling is unoccupied, unless you have used reasonable care to:

- (1) Maintain heat in the building; or
- (2) Shut off the water supply and drain all systems and appliances of water.

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

- b. 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.

#### 15. 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.

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### SECTION I - EXCLUSIONS

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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. This exclusion 1.a. does not apply to the amount of coverage that may be provided under Additional Coverage 10. Ordinance or Law;
- b. The requirements of which result in a loss in value to property.
- c. Requiring any "insured" 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 1. applies whether or not the property has been physically damaged.

#### 2. Earth Movement.

Earth movement means:

- a. Earthquake, including volcanic eruption and 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;

unless direct loss by fire, explosion, or breakage of glass or safety glazing material which is part of a building, storm door or storm window ensues and then we will pay only for the ensuing loss.

This Exclusion 2. does not apply to loss by theft.

#### 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.

Direct loss by fire, explosion or theft resulting from water damage is covered.

**4. Power Failure.**

Power Failure means the failure of power or other utility service if the failure takes place off the "residence premises". But, if the failure results in a loss from a Peril Insured Against, on the "residence premises", we will pay for the loss caused by that peril.

**5. Neglect.**

Neglect means neglect of an "insured" 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 7. pertains to Nuclear Hazard to the extent set forth in the Nuclear Hazard Clause of SECTION I - CONDITIONS.

**8. Intentional Loss.**

Intentional Loss means any loss arising out of any act an "insured" commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss.

**B.** We do not insure for loss to property described in Coverages A and B caused by any of the following. However, any ensuing loss to property described in Coverages A and B not excluded by any other provision in this policy is covered.

- 1. Weather conditions. However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in A. above to produce the loss.
  - 2. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
  - 3. Faulty, inadequate or defective:
    - a. Planning, zoning, development, surveying, siting;
    - b. Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
    - c. Materials used in repair, construction, renovation or remodeling; or
    - d. Maintenance;
- of part or all of any property whether on or off the "residence premises".

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**LOSS DEDUCTIBLE**

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Unless otherwise noted in this policy, the following deductible provision applies:

- Property Coverages that exceeds the deductible amount shown in the Declarations.

Subject to the policy limits that apply, we will pay only that part of the total of all loss payable under Section I

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**SECTION I - CONDITIONS**

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**1. 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 any one loss:

- a. To an "insured" for more than the amount of such "insured's" interest at the time of loss; or
- b. For more than the applicable limit of liability.

**2. Duties After Loss.**

In case of a loss to covered property, we have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us. These duties must be performed either by you, an "insured" seeking coverage, or a representative of either.

- a. Give prompt notice to us or our agent;

- b. Notify the police in case of loss by theft;
- c. Notify the credit card or fund transfer card company in case of loss as provided for in Additional Coverage 6. Credit Card, Fund Transfer Card, Forgery And Counterfeit Money;
- d. Protect the property from further damage. If repairs to the property are required, you must:
  - (1) Make reasonable and necessary repairs to protect the property; and
  - (2) Keep an accurate record of repair expenses;
- e. Cooperate with us in the investigation of a claim;
- f. 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 justify the figures in the inventory;
- g. As often as we reasonably require:
  - (1) Show the damaged property;
  - (2) Provide us with records and documents we request and permit us to make copies; and
  - (3) Submit to examination under oath, while not in the presence of another "insured", and sign the same;
- h. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
  - (1) The time and cause of loss;
  - (2) The interest of all "insureds" and all others in the property involved and all liens on the property;
  - (3) Other insurance which may cover the loss;
  - (4) Changes in title or occupancy of the property during the term of the policy;
  - (5) Specifications of damaged buildings and detailed repair estimates;
  - (6) The inventory of damaged personal property described in 2.f. above;
  - (7) Receipts for additional living expenses incurred and records that support the fair rental value loss; and
  - (8) Evidence or affidavit that supports a claim under Additional Coverage 6. Credit Card, Fund Transfer Card, Forgery And Counterfeit Money, stating the amount and cause of loss.

### 3. Loss Settlement.

In this Condition 3., the terms "cost to repair or replace" and "replacement cost" do not include the increased costs incurred to comply with the enforcement of any ordinance or law, except to the extent that coverage for these increased costs is provided in Additional Coverage 10. Ordinance Or Law. Covered property losses are settled as follows:

- a. Property of the following types:
  - (1) Personal property;
  - (2) Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings; and
  - (3) Structures that are not buildings;
    - at "actual cash value" at the time of loss but not more than the amount required to repair or replace.
- b. Buildings covered under Coverage A or B at replacement cost without deduction for depreciation, subject to the following:
  - (1) If, at the time of loss, the amount of insurance in this policy on the damaged building is 80% or more of the full replacement cost of the building immediately before the loss, we will pay the cost to repair or replace, after application of any deductible and without deduction for depreciation, but not more than the least of the following amounts:
    - (a) The limit of liability under this policy that applies to the building;
    - (b) The replacement cost of that part of the building damaged with material of like kind and quality and for like use; or
    - (c) The necessary amount actually spent to repair or replace the damaged building.

If the building is rebuilt at a new premises, the cost described in (b) above is limited to the cost which would have been incurred if the building had been built at the original premises.
  - (2) If, at the time of loss, the amount of insurance in this policy on the damaged building is less than 80% of the full replacement cost of the building immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability under this policy that applies to the building:

- (a) The "actual cash value" of that part of the building damaged; or
  - (b) That proportion of the cost to repair or replace, after application of any deductible and without deduction for depreciation, that part of the building damaged, which the total amount of insurance in this policy on the damaged building bears to 80% of the replacement cost of the building.
- (3) To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the loss, do not include the value of:
- (a) Excavations, footings, foundations, piers, or any other structures or devices that support all or part of the building, which are below the under-surface of the lowest basement floor;
  - (b) Those supports described in (a) above which are below the surface of the ground inside the foundation walls, if there is no basement; and
  - (c) Underground flues, pipes, wiring and drains.
- (4) We will pay no more than the "actual cash value" of the damage until actual repair or replacement is complete. Once actual repair or replacement is complete, we will settle the loss as noted in b.(1) and b.(2) above.
- However, if the cost to repair or replace the damage is less than \$2,500, we will settle the loss as noted in b.(1) and b.(2) above whether or not actual repair or replacement is complete.
- (5) You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss to buildings on an "actual cash value" basis. You may then make claim for any additional liability according to the provisions of this Condition 3. Loss Settlement, provided you notify us of your intent to do so within 180 days after the date of loss.
- 4. Loss to a Pair or Set.**
- In case of loss to a pair or set we may elect to:
- a. Repair or replace any part to restore the pair or set to its value before the loss; or
  - b. Pay the difference between "actual cash value" of the property before and after the loss.
- 5. Appraisal.**
- If you 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, 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, you 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:
- a. Pay its own appraiser; and
  - b. Bear the other expenses of the appraisal and umpire equally.
- 6. Other Insurance and Service Agreement.**
- If a loss covered by this policy is also covered by:
- a. Other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss; or
  - b. A service agreement, the coverage provided under this policy is excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.
- 7. Suit Against Us.**
- No action can be brought against us unless there has been full compliance with all of the terms under Section 1 of this policy and the action is started within one year after the date of loss.
- 8. Our Option.**
- We may repair or replace any part of the damaged property with like property if we give you written notice of our intention to do so within 30 working days after we receive your signed, sworn proof of loss.
- 9. Loss Payment.**
- We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will

be payable 60 days after we receive your proof of loss and:

- a. Reach an agreement with you;
- b. There is an entry of a final judgment; or
- c. There is a filing of an appraisal award with us.

#### 10. Abandonment of Property.

We need not accept any property abandoned by an "insured".

#### 11. Mortgage Clause.

- a. The word mortgagee includes a trustee. If a mortgagee is named in this policy, any loss payable under Coverage A or B will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.
- b. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
  - (1) Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
  - (2) Pays any premium due under this policy on demand if you have neglected to pay the premium; and
  - (3) Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Policy conditions relating to Appraisal, Suit Against Us and Loss Payment apply to the mortgagee.
- c. If we decide to cancel or not to renew this policy, the mortgagee will be notified at least 10 days before the date cancellation or non-renewal takes effect.
- d. If we pay the mortgagee for any loss and deny payment to you:
  - (1) We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
  - (2) At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

- e. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

#### 12. 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 this policy.

#### 13. Nuclear Hazard Clause.

- a. "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.
- b. 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.
- c. This policy does not apply under Section I to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

#### 14. Recovered Property.

If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you or it will become our property. If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.

#### 15. Policy Period

This policy applies only to loss which occurs during the policy period.

#### 16. Concealment or Fraud.

We provide coverage to no "insureds" under this policy if, whether before or after a loss, an "insured" has:

- a. Intentionally concealed or misrepresented any material fact or circumstance;
- b. Engaged in fraudulent conduct; or
- c. Made false statements; relating to this insurance.

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**SECTION II - LIABILITY COVERAGES**


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**COVERAGE E - PERSONAL LIABILITY**

If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies, we will:

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable; and
2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the "occurrence" is exhausted by the payment of judgments or settlements.

**COVERAGE F - MEDICAL PAYMENTS TO OTHERS**

We will pay 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 and prosthetic devices, but does not include funeral services. This coverage does not apply to you or regular residents of your household except "residence employees". As to others, this coverage applies only:

1. To a person on the "insured location" with the permission of an "insured"; or
2. To a person off the "insured location", if the "bodily injury";
  - a. Arises out of a condition on the "insured location" or the ways immediately adjoining;
  - b. Is caused by the activities of an "insured";
  - c. Is caused by a "residence employee" in the course of the "residence employee's" employment by an "insured"; or
  - d. Is caused by an animal owned by or in the care of an "insured".

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**SECTION II - EXCLUSIONS**


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**1. Coverage E - Personal Liability and Coverage F - Medical Payments to Others do not apply to "bodily injury" or "property damage":**

- a. Which is expected or intended by an "insured" even if the resulting "bodily injury" or "property damage":
  - (1) Is of a different kind, quality or degree than initially expected or intended; or
  - (2) Is sustained by a different person, entity, real or personal property, than initially expected or intended.

However, this exclusion 1.a. does not apply to "bodily injury" resulting from the use of reasonable force by an "insured" to protect persons or property.

- b. Arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured". This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstances involving a service or duty rendered, promised, owed or implied to be provided because of the nature of the "business";

This exclusion does not apply to:

- (1) Providing home day care services for which an "insured" does not receive any compensation, other than the mutual exchange of such services; or
- (2) Providing home day care services to a relative of an "insured".
- c. Arising out of the rental or holding for rental of any premises by any "insured". This exclusion does not apply to the rental or holding for rental of an "insured location":
  - (1) On an occasional basis if used only as a residence.
  - (2) In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
  - (3) In part, as an office, school, studio or private garage;
- d. Arising out of the rendering or failing to render professional services;
- e. Arising out of a premise:
  - (1) Owned by any "insured";
  - (2) Rented to any "insured"; or
  - (3) Rented to others by any "insured"; that is not an "insured location";

## f. Arising out of:

- (1) The ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an "insured".
- (2) The entrustment by any "insured" of a motor vehicle or any other motorized land conveyance to any person;
- (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in paragraph (1) or (2) above; or
- (4) The failure to supervise, or the negligent supervision, of any person, by an "insured", involving a conveyance excluded in paragraph (1) or (2) above.

This exclusion does not apply to:

- (1) A trailer not towed by or carried on a motorized land conveyance.
- (2) A motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and:
  - (a) Not owned by any "insured"; or
  - (b) Owned by any "insured" and on an "insured" location.
- (3) A motorized golf cart when used to play golf on a golf course.
- (4) A vehicle or conveyance not subject to motor vehicle registration which is:
  - (a) Used solely to service any "insured's" residence;
  - (b) Designed for assisting the handicapped; or
  - (c) In dead storage on an "insured location".

## g. Arising out of:

- (1) The ownership, maintenance, use, loading or unloading of watercraft described below;
- (2) The entrustment by any "insured" of a watercraft described below to any person;
- (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an excluded watercraft described below; or
- (4) The failure to supervise, or the negligent supervision, of any person, by an "insured", involving an excluded watercraft described below.

Excluded watercraft are those that are principally designed to be propelled by engine power, jet power or electric motor, or are sailing vessels, whether owned by or rented to any insured. This exclusion does not apply to watercraft:

- (1) That are not sailing vessels and are powered by:
  - (a) Inboard or inboard-outdrive engine or motor power of 50 horsepower or less not owned by any "insured";
  - (b) Inboard or inboard-outdrive engine or motor power of more than 50 horsepower not owned by or rented to any "insured";
  - (c) One or more outboard engines or motors with 25 total horsepower or less;
  - (d) One or more outboard engines or motors with more than 25 total horsepower if the outboard engine or motor is not owned by any "insured";
  - (e) Outboard engines or motors of more than 25 total horsepower owned by any "insured" if:
    - (i) You acquire them prior to the policy period; and
      - (a) You declare them at policy inception;
      - (b) Your intention to insure is reported to us in writing within 45 days after you acquire the outboard motors.
    - (ii) You acquire them during the policy period.

This coverage applies for the policy period.

- (2) That are sailing vessels, with or without auxiliary power:
  - (a) Less than 26 feet in overall length;
  - (b) 26 feet or more in overall length not owned by or rented to any "insured".
- (3) That are stored;

## h. Arising out of:

- (1) the ownership, maintenance, use, loading or unloading of any "aircraft";
- (2) The entrustment by any "insured" of an "aircraft" to any person; or
- (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an "aircraft".
- (4) The failure to supervise, or the negligent supervision, of any person, by an "insured", involving an "aircraft".

Aircraft means any contrivance used or designed for flight, except model, or hobby aircraft not used or designed to carry people or cargo.

Exclusions e., f., g. and h. do not apply to "bodily injury" to any "residence employee" arising out of and in the course of the "residence employee's" employment by any "insured".

- i. Caused directly or indirectly by war, including the following and any consequence of any of the following:
  - (1) Undeclared war, civil war, insurrection, rebellion or revolution;
  - (2) Warlike act by military force or military personnel; or
  - (3) Destructive seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a war-like act even if accidental;

- j. Which arises out of the transmission of a communicable disease by any "insured".
- k. Arising out of sexual molestation, corporal punishment or physical or mental abuse; or
- l. Arising out of the use, sale, manufacture, delivery, transfer or possession by any person of any Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

**2. Coverage E - Personal Liability, does not apply to:**

**a. Liability:**

- (1) For any loss assessment charged against you as a member of an association, corporation or community of property owners except as provided in Additional Coverage 4. Loss Assessment;

- (2) Under any contract or agreement. However, this exclusion does not apply to written contracts:

- (a) That directly relate to the ownership, maintenance or use of an "insured location"; or
- (b) Where the liability of others is assumed by the "insured" prior to an "occurrence";

unless excluded in (1) above or elsewhere in this policy;

- b. "Property damage" to property owned by an "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location";
- c. "Property damage" to property rented to, occupied or used by or in the care of any "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;
- d. "Bodily injury" to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under any:
  - (1) Workers' compensation law;
  - (2) Non-occupational disability law; or
  - (3) Occupational disease law;
- e. "Bodily injury" or "property damage" for which an "insured" under this policy:
  - (1) Is also an insured under a nuclear energy liability policy issued by the:
    - (a) Nuclear Energy Liability Insurance Association;
    - (b) Mutual Atomic Energy Liability Underwriters;
    - (c) Nuclear Insurance Association of Canada;
 or any of their successors; or
  - (2) Would be an insured under that policy but for the exhaustion of its limit of liability; or
- f. "Bodily injury" to you or an "insured" within the meaning of Definition 4. "insured" paragraph a. or b.

**3. Coverage F - Medical Payments to Others, does not apply to "bodily injury":**

- a. To a **residence employee** if the "bodily injury":
  - (1) Occurs off the "insured location"; and
  - (2) Does not arise out of or in the course of the "residence employee's" employment by an "insured";
- b. To any person eligible to receive benefits voluntarily provided or required to be provided under any:
  - (1) Workers' compensation law;
  - (2) Non-occupational disability law; or
  - (3) Occupational disease law; or
- c. From any:
  - (1) Nuclear reaction;
  - (2) Nuclear radiation; or
  - (3) Radioactive contamination; all whether controlled or uncontrolled or however caused; or
  - (4) Any consequence of any of these.
- d. To any person, other than a "residence employee" of an "insured", regularly residing on any part of the "insured location".

---

## SECTION II - ADDITIONAL COVERAGES

---

We cover the following in addition to the limits of liability:

**1: Claim Expenses. We pay:**

- a. Expenses we incur and costs taxed against an "insured" in any suit we defend;
- b. Premiums on bonds required in a suit we defend, but not for bond amounts more than the Coverage E limit of liability. We need not apply for or furnish any bond;
- c. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$50 per day, for assisting us in the investigation or defense of a claim or suit;
- d. 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; and
- e. Prejudgment interest awarded against the "insured" on that part of the judgment we pay. Any prejudgment interest awarded against the "insured" is subject to the applicable Pennsylvania Rules of Civil Procedure.

**2. First Aid Expenses. We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this policy. We will not pay for first aid to an "insured".**

**3. Damage to Property of Others. We will pay, at replacement cost, up to \$500 per "occurrence" for "property damage" to property of others caused by an "insured".**

We will not pay for "property damage":

- a. To the extent of any amount recoverable under Section I;

- b. Caused intentionally by an "insured" who is 13 years of age or older;

- c. To property owned by an "insured";

- d. To property owned by or rented to a tenant of an "insured" or a resident in your household; or

- e. Arising out of:

- (1) A "business" engaged in by an "insured";
- (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or
- (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, watercraft or motor vehicles or all other motorized land conveyances.

This exclusion e.(3) does not apply to a motorized land conveyance that:

- (i) Is designed for recreational use off public roads;
- (ii) Is not owned by an "insured"; and
- (iii) At the time and place of an "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used at the place of the "occurrence".

**4. Loss Assessment. We will pay up to \$1,000 for your share of loss assessment charged against you, as owner or tenant of the "residence premises", during the policy period by a corporation or association of property owners, when the assessment is made as a result of:**

- a. "Bodily injury" or "property damage" not excluded under Section II of this policy; or
- b. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided such person:
  - (1) Is elected by the members of a corporation or association of property owners; and
  - (2) Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.

Condition 9. Policy Period, under SECTION II CONDITIONS does not apply to this coverage.

Regardless of the number of assessments, the limit of \$1,000 is the most we will pay for loss arising out of:

- a. One accident, including continuous or repeated exposure to substantially the same general harmful condition; or
- b. A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.

We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

## SECTION II - CONDITIONS

1. **Limit of Liability.** Our total liability under Coverage E for all damages resulting from any one "occurrence" will not be more than the limit of liability for Coverage E as shown in the Declarations. This limit is the same regardless of the number of "insureds", claims made or persons injured. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence".

Our total liability under Coverage F for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the limit of liability for Coverage F as shown in the Declarations.

- 2. **Severability of Insurance.** This insurance applies separately to each "insured". This condition will not increase our limit of liability for any one "occurrence".
- 3. **Duties After "Occurrence".**

In case of an "occurrence", you or another "insured" will perform the following duties that apply. We have no duty to provide coverage under this policy if your failure to comply with the following duties is prejudicial to us. You will help us by seeing that these duties are performed:

- a. Give written notice to us or our agent as soon as is practical, which sets forth:
  - (1) The identity of the policy and the named "insured" shown in the Declarations;
  - (2) Reasonably available information on the time, place and circumstances of the "occurrence"; and
  - (3) Names and addresses of any claimants and witnesses;

- b. Cooperate with us in the investigation, settlement or defense of any claim or suit;
- c. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence";

- d. At our request, help us:

- (1) To make settlement;
- (2) To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
- (3) With the conduct of suits and attend hearings and trials; and
- (4) To secure and give evidence and obtain the attendance of witnesses;

- e. Under the coverage - Damage to Property of Others - submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in an "insured's" control;

- f. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".

- 4. **Duties of an Injured Person - Coverage F - Medical Payments to Others.**

The injured person or someone acting for the injured person will:

- a. Give us written proof of claim, under oath if required, as soon as is practical; and
- b. Authorize us to obtain copies of medical reports and records.

The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

5. **Payment of Claim - Coverage F - Medical Payments to Others.** Payment under this coverage is not an admission of liability by an "insured" or us.
6. **Suit Against Us.** No action can be brought against us unless there has been full compliance with all of the terms under this Section II.
- No one will have the right to join us as a party to any action against an "insured". Also, no action with respect to Coverage E can be brought against us until the obligation of such "insured" has been determined by final judgment or agreement signed by us.
7. **Bankruptcy of an Insured.** Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this policy.
8. **Other Insurance - Coverage E - Personal Liability.** This insurance is excess over other valid and collectible insurance except insurance written

specifically to cover as excess over the limits of liability that apply in this policy.

#### 9. Policy Period

This policy applies only to "bodily injury" or "property damage" which occurs during the policy period.

#### 10. Concealment or Fraud.

We do not provide coverage to an "insured" who, whether before or after a loss, has:

- a. Intentionally concealed or misrepresented any material fact or circumstance;
  - b. Engaged in fraudulent conduct; or
  - c. Made false statements;
- relating to this insurance.

### SECTION I AND SECTION II - CONDITIONS

1. **Liberalization Clause.** If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions of coverage, whether that general program revision is implemented through introduction of:

- a. A subsequent edition of this policy form; or
- b. An amendatory endorsement.

#### 2. Waiver or Change of Policy Provisions.

A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.

#### 3. Cancellation.

- a. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
- b. We may cancel this policy only for the reasons stated below by notifying the "insured" in writing of the date cancellation takes effect. This cancellation notice may be delivered to or mailed to the "insured" named in the Declarations at the mailing address shown in the policy or at a forwarding address.

Proof of mailing will be sufficient proof of notice.

- (1) When the "insured" has not paid the premium by the due date, whether payable to us or to our agent or under any finance or credit plan, we may cancel at any time by letting the "insured" know at least 15 days before the cancellation takes effect.
- (2) If the "insured" has made a material misrepresentation which affects the insurability of the risk, we may cancel at any time by letting the "insured" know at least 15 days before the cancellation takes effect.
- (3) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by notifying the "insured" named in the Declarations at least 30 days before the cancellation takes effect.
- (4) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel only for one or more of the following reasons by notifying the "insured" named in the Declarations at least 30 days prior to the proposed cancellation date:
  - (a) There has been a substantial change or increase in hazard in the risk assumed by us subsequent to the date the policy was issued;

- (b) There is a substantial increase in hazard insured against by reason of willful or negligent acts or omissions by the "insured";
- (c) At any time that the property insured does not meet the eligibility requirements for insurance of the Insurance Placement Facility of Pennsylvania (Fair Plan) then in effect; or
- (d) For any other reason approved by the Pennsylvania Insurance Commissioner.

This provision shall not apply if the named "insured" has demonstrated by some overt action to us or to our agent that the "insured" wishes the policy to be cancelled.

Delivery of such written notice by us to the "insured" named in the Declarations at the mailing address shown in the policy or at a forwarding address shall be equivalent to mailing.

- c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded. When you request cancellation in the first policy year, the return premium will be based on our short rate table. Otherwise, the return premium will be pro rata.
  - d. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.
4. **Nonrenewal.** We will not fail to renew this policy except for one of the reasons referred to in the Cancellation condition. We may refuse to renew for one of the listed reasons by mailing to the "insured" named in the Declarations at the mailing address shown in the policy or at a forwarding address, written notice at least 30 days prior to the expiration date of this policy.

This provision does not apply if:

- a. We have indicated our willingness to renew and the "insured" has failed to pay the premium by the due date; or
- b. The named "insured" has indicated to us or our agent that the "insured" does not wish the policy to be renewed.

Delivery of such written notice by us to the "insured" named in the Declarations at the mailing

address shown in the policy or at a forwarding address shall be equivalent to mailing.

- 5. **Assignment.** Assignment of this policy will not be valid unless we give our written consent.
- 6. **Subrogation.** An "insured" may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, an "insured" must sign and deliver all related papers and cooperate with us.

Subrogation does not apply under Section II to Medical Payments to Others or Damage to Property of Others.

- 7. **Death.** If any person named in the Declarations or the spouse, if a resident of the same household, dies:
  - a. We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the policy at the time of death;
  - b. Insurance under this policy will continue as provided in (1) or (2) below, whichever is later:
    - (1) For 180 days after your death regardless of the policy period shown in the Declarations, unless your premises and property, covered under the policy at the time of your death, is sold prior to that date; or
    - (2) Until the end of the policy period shown in the Declarations, unless your premises and property, covered under the policy at the time of your death, is sold prior to that date.

Coverage during the period of time after your death is subject to all the provisions of this policy including payment of any premium due for the policy period shown in the Declarations and any extension of that period;

- c. "Insured" includes:
  - (1) An "insured" who is a member of your household at the time of your death, but only while a resident of the "residence premises"; and
  - (2) With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

This policy is signed for the company which is the insurer under this policy.



Bruce A. Backberg  
Senior Vice President and  
Corporate Secretary



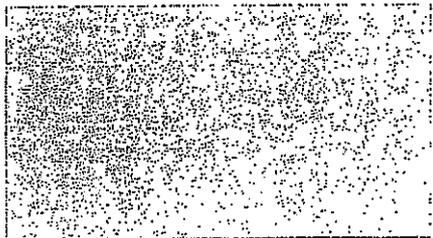
Joseph Lacher  
Chief Executive Officer  
Personal Lines

**IN WITNESS WHEREOF, the Company has executed and attested these presents.**



# Travelers AutoHome Insurance Program

*Voluntary Payroll Deduction  
Implementation Manual*



**TRAVELERS**   
*Insurance. In-synch.™*

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## TRAVELERS PAYROLL DEDUCTION PROGRAM

Travelers payroll deduction program for auto and home insurance voluntary benefits is easy to implement, easy to administer and an excellent way for your employees to save money with Travelers' group rates. Travelers has been processing payroll deduction for employers since 1968. We utilize a very flexible payroll software system that can accommodate all types of payroll frequency. Whether you have weekly, monthly, off cycle deduction, or even if your employee's payroll frequency is a limited number of deductions per year...

**Travelers can tailor a payroll deduction program  
to work for your specific needs.**

Travelers has successfully implemented payroll deduction programs for hundreds of companies. Typically, payroll deduction implementation takes between 60-80 days. In addition to your Account Manager, you will be assigned an experienced payroll deduction implementation team to ensure a seamless program launch.

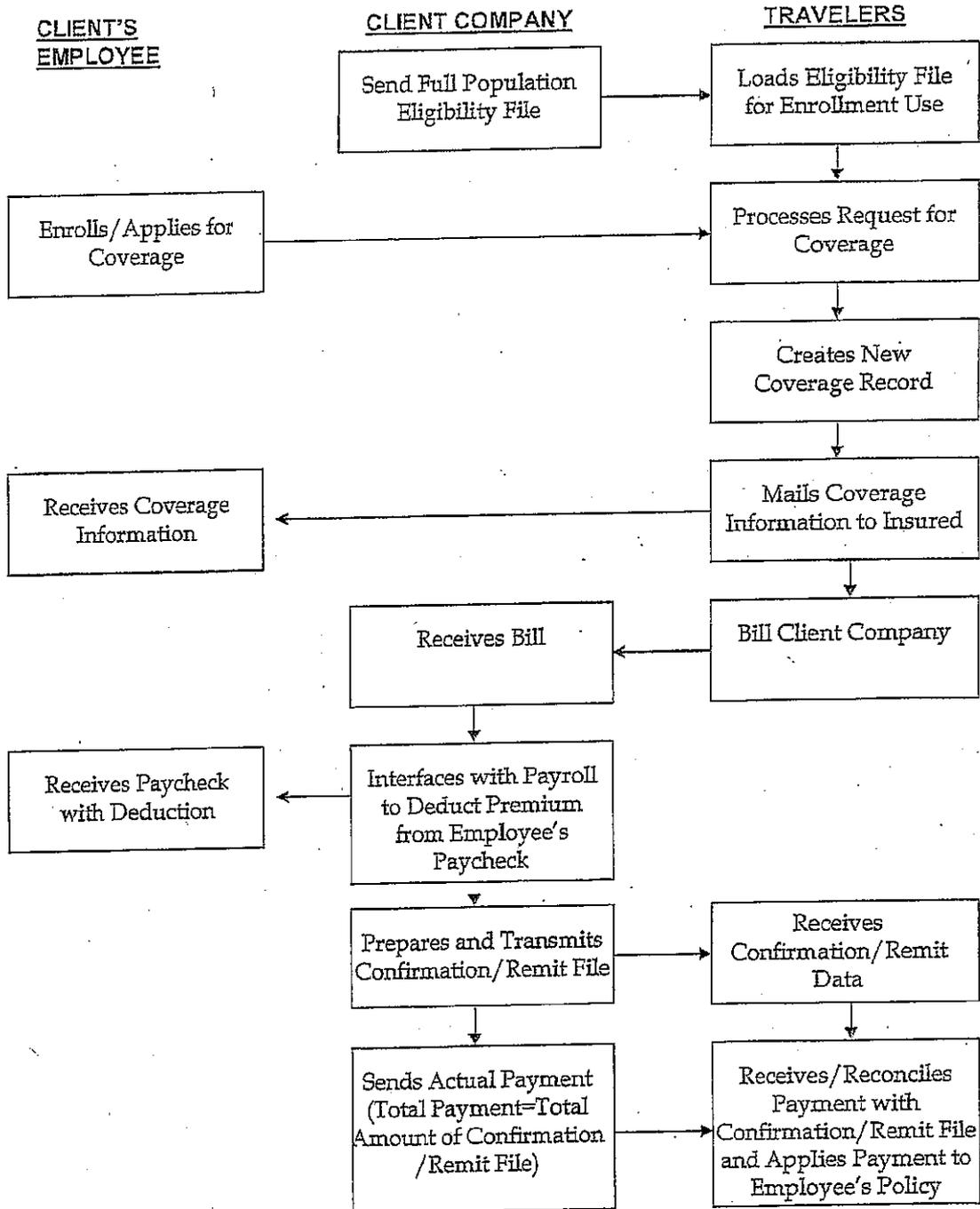
Although this manual explains Travelers' preferred methods, the program is flexible. File layouts, frequency requirements, and transmission protocols can all be tailored to your individual requests.

## ABOUT THE PAYROLL DEDUCTION PROCESS

How the payroll deduction billing and remittance process works:

- Travelers will request a full employee census file for both employee communications and enrollment purposes. Typically, this file will include name, address and unique employee ID.
- Once your employees have enrolled with Travelers, they will be added to the Bill File. This Bill File will contain a total deduction amount for each enrolled employee. Each of your employees will be identified by a unique key or billing number. This number is usually either the Social Security Number or Employee ID.
- This encrypted electronic bill file will be transmitted to you prior to your payroll processing date. Once received, you will process through your payroll system.
- Your payroll system will generate an encrypted electronic Confirm/Remit File back to Travelers with the exact amount that was deducted from each of your employees for that paycheck date.
- You are asked at the same time your Confirm/Remit File is sent back to Travelers to send the total amount of your Confirm/Remit File to Travelers via Wire/ACH or Check.
- This cycle will repeat for each pay period.

## TRAVELERS PAYROLL DEDUCTION PROCESS CYCLE



## HOW TO GET STARTED

Once you have decided to take advantage of Travelers payroll deduction program, your Travelers Account Manager will set up an implementation meeting.

Prior to this meeting, we ask that you forward the following to your Account Manager:

- Your Payroll Calendar(s) for all your payroll frequencies.
- Travelers Trading Partner Network Information Summary (Attachment A)
- A contact list (Attachment F) of your implementation participants (usually your payroll point person and IT programmer).

Also, we ask that you forward the following attached file layouts to your assigned programmer for review prior to the implementation meeting:

- Travelers Eligibility File (Attachment B)
- Bill File (Attachment C)
- Confirm/Remit File (Attachment D)

*This will help us readily answer your programmer's questions during the meeting.*

## FREQUENTLY ASKED QUESTIONS

### **Can Travelers accommodate more than one billing frequency?**

Yes. Travelers has the capacity to handle multiple payroll frequencies: Weekly, Bi-weekly, Semi-monthly, Quarterly, Semi-Annually or Annually. We also can accommodate a special billing plan for school systems with non-continuous paydays.

### **Does Travelers offer other types of billing and remittance media other than electronic transmission?**

Yes. Travelers can provide its clients with a paper bill and can accept paper remit. However, electronic FTP encrypted transmission processing is the preferred method of Travelers.

### **What type of file layouts are required?**

Enclosed in the IT section of this manual you will find Travelers standardized file layout. These file layouts can be modified to meet your needs. Travelers also offers the option of receiving a bill file with all detail records or just changes from your last file.

### **When will Travelers send the bill file?**

We will send our bill file transmission per your direction so you will have ample time to process it.

### **How is the bill calculated?**

Travelers in-house software system is programmed to recalculate deduction amounts every time the bill file is generated. Deduction calculations are based upon the number of installments remaining divided by the unpaid premium balance on the bill date.

### **What happens if an employee's deduction is not deducted from his/her paycheck?**

Your remit file will contain a "0" remit amount for this employee. Travelers' software system will recalculate the employee's deductions as described above.

### **Who will keep track of payments made?**

This in-house software system will track policy payments and adjust for missed payments, as well as over and short payments. Our system will spread any difference in premium paid over the remaining policy deductions.

### **How will an employee know when the deduction amount has changed?**

Change of deduction notices are sent to employees whenever the deduction amounts change from the previous cycle and are sent out the same day the bill is sent to you.

## FREQUENTLY ASKED QUESTIONS

### **What happens if an employee takes a leave of absence, unpaid vacation, military duty or terminates employment?**

If an employee no longer qualifies for payroll deduction, Travelers can easily convert the employee to direct billing or EFT deduction. Travelers policies are completely portable.

### **What is the preferred method for remitting to Travelers?**

Travelers prefers to receive remittance by wire/ACH. However, we will accept a check. It is important to remit timely so policies can be updated. Your remit wire/ACH should be sent to coincide with your remit file transmission to Travelers. Your remittance wire/ACH amount should always equal your remit FTP file. Discrepancies should be communicated to Travelers at the time for your remit file transmission to ensure employees' policies are updated without delay.

### **How often does Travelers require an eligibility file?**

We typically require a full eligibility file prior to each home mailing.

### **What type of electronic security for file transmission does Travelers utilize?**

Travelers adheres to the highest security and encryption. Our preferred file transport protocol is FTP with PGP encryption. However, we can accommodate any other file transport protocol and data encryption.

## CONTACT LIST (ATTACHMENT A)

### Client Contacts

Name	Title	Phone Number	Email
	HR Benefits Manager		
	Payroll Point Person		
	IT Programmer		

### Travelers Contacts

Name	Title	Phone Number	Email
	Account Manager		
Laura D'Alessio	Implementation Director	860-277-4581	<a href="mailto:laura.l.d'alessio@travelers.com">laura.l.d'alessio@travelers.com</a>
	Sr. Information System Analyst		
	Billing Account Representative		
	Telecom Connectivity Engineer		

## WIRE AND ACH TRANSFERS (ATTACHMENT B)

### Direct Wire and ACH Transfers to:

JP Morgan/Chase Bank  
4 Chase MetroTech Center  
Brooklyn, New York 11245

Account Number: 910-2-639797

Account Name: Travelers Indemnity Company

Transit (ABA) Number: 021000021

IT IS IMPORTANT TO INCLUDE YOUR COMPANY NAME, YOUR TRAVELERS 6-DIGIT ASSIGNED CODE AND CORRESPONDING DATE OF DEDUCTION WITHIN YOUR WIRE OR ACH ADDENDA. THIS WILL ASSIST US IN PROCESSING YOUR PAYMENT TIMELY AND ACCURATELY.

### Mail Check Remits to:

Travelers Indemnity Co.  
Statement Bill Remittance Center  
Hartford, CT 06183-9047

## TRADING PARTNER NETWORK INFORMATION (ATTACHMENT C)

### Trading Partner Network Information Summary Information Systems Department Network Engineering

This document presents an overview of the technologies and processes to exchange data with the companies of Travelers. It provides a form for collecting information about the nature of the information exchanging and alternatives. The intended audience is both business partners and internal staff.

Travelers uses technologies that can be automated, meet Internet standards, operate securely, and meet availability and response time requirements. Travelers normally uses TCP/IP protocols and the Internet as a transport. For file transfers, FTP is the most common file transport tool, using PGP or GPG to provide data encryption; Sterling Commerce's CONNECT:Direct software is another tool. VPN IPSec tunnel connections over the Internet are an option for securing transmission of data. VPN Client software also presents an option for some person-to-application connections. A few mission-critical business applications may require dedicated circuits apart from the Internet.

Besides the Internet, AT&T is a key technology partner. AT&T Intercompany Frame Relay or the AT&T GlobalNetwork (AGNS) provide options for secure, hardened connections. AGNS is sometimes known by its former names including IVANS, Advantis, or the IBM Global Network. AGNS is the Travelers option most often used for IBM z/OS mainframe-to-mainframe connections. The directional IP protocol or legacy Systems Network Architecture (SNA) can be used over AT&T networks.

There are several technologies that are not supported by Network Engineering. These include: 1.) File transfers initiated through HTTP/HTTPS since these are currently manual operations or involve custom programming; 2.) File transfers attached to email messages currently lack sufficient security; 3.) Travelers' network cannot support routing to non-registered (private) IP addresses; 4.) Many-to-one Network Address Translation (NAT) of IP addresses is not allowed inside Travelers secure zone.

Please return this document to **YOUR TRAVELERS ACCOUNT MANAGER**

Date:

## TRADING PARTNER NETWORK INFORMATION (ATTACHMENT C)

### External Company (the company exchanging data with Travelers)

Company Name:	Address:	
City:	State:	Zip:

### Information Systems Service Provider (if different from above)

Company Name:	Address:	
City:	State:	Zip:

### External Company Contacts (for establishing the connection)

	Name	Phone	Email Address
Business Line			
Application Programming			
Network Engineering and Design			
FTP/PGP Contact			

### Production Support Contacts (for supporting the connection during production operation)

	Name	Phone	Email Address	Job Function
Help Desk				
1 <sup>st</sup> Point of Contact				
2 <sup>nd</sup> Point of Contact				

## TRADING PARTNER NETWORK INFORMATION (ATTACHMENT C)

### Available Connection Options

- Public Internet Connection
- IPsec VPN is supported
- Inter company Frame Relay (PVC) is supported  
Frame Relay Provider Name:
- AT&T GlobalNetwork (AGNS) connection

### Available Information Transport Techniques

- FTP server accessible to Travelers over the Internet
- Encryption methods available:  
 PGP  GPG  S/FTP Version of PGP or GPG:
- Sterling Commerce File Transfer Products:  
 CONNECT: Direct IP  CONNECT: Direct SNA
- IBM Networking (SNA or SNI Network Interconnect (SNI) capable)
- Describe any requirements or technologies not listed above necessary to design and operate this data exchange:

## ELIGIBILITY FILE (ATTACHMENT D)

The eligibility file will be transmitted to Travelers on an agreed upon schedule. A full population file is preferred, which includes a record for each eligible employee, regardless of whether any changes have occurred.

Travelers will use the file to verify program eligibility and ensure an employee's payroll deduction record is accurately set up. The file will also provide Travelers with any specific information (i.e., employee ID, department number) that may be required for the client's payroll processing.

Each transmission file will include a header record, detail record(s), and a trailer record.

**Header Record Layout of the Eligibility File is as follows:**

POS	FIELD NAME	TYPE SIZE	COBOL	REQUIRED	DESCRIPTION	DEFINITION
1	Transaction Code	Text, 1	x(01)	Required	'A' for a Header Record	The first record of a file containing information necessary to route, validate and track the entries contained within the file.
2-8	Client Number	Text, 7	x(07)	Required	Ex. 0M2419 Left Justified, Space Fill	Part of Travelers' internal coding system which assigns each client/employer group a unique 8-digit code. Each Client Code begins with 0M followed by 4 alpha-numeric characters.
9-16	File Creation Date	Date, 8	9(08)	Required	File Creation Date in YYYYMMDD Format	The date the file was created.
17-310	Filler	Text, 294	x(294)	Required	Space Fill	Reserved for future use.

## ELIGIBILITY FILE (ATTACHMENT D)

Trailer Record Layout of the Eligibility File is as follows:

POS	FIELD NAME	TYPE/ SIZE	COBOL	REQUIRED	DESCRIPTION	DEFINITION
1	Transaction Code	Text, 1	x(01)	Required	'Z' for a Trailer Record	The last record in a file. May contain summarize information about the detail records within the file.
2-8	Client Number	Text, 7	x(07)	Required	Ex. - 0M2419 Left Justified, Space Fill	Part of Travelers' internal coding system which assigns each client/employer group a unique 6 digit code. Each Client Code begins with 0M followed by 4 alpha-numeric characters.
9-16	Total Record Count	Number, 8	9(08)	Required	Total # of etail records contained in the file. (Zero filled, right justified)	The total number eligible employees within the file.
17-310	Filler	Text, 294	x(294)	Required	Space Fill	Reserved for future use.

## ELIGIBILITY FILE (ATTACHMENT D)

Trailer Record Layout of the Eligibility File is as follows:

PDS	FIELD NAME	TYPE/ SIZE	COBOL	REQUIRED	DESCRIPTION	DEFINITION
1	Transaction Code	Text, 1	x(01)	Required	'Z' for a Trailer Record	The last record in a file. May contain summarize information about the detail records within the file.
2-8	Client Number	Text, 7	x(07)	Required	Ex. - 0M2419 Left Justified, Space Fill	Part of Travelers' internal coding system which assigns each client/employer group a unique 6 digit code. Each Client Code begins with 0M followed by 4 alpha-numeric characters.
9-16	Total Record Count	Number, 8	9(08)	Required	Total # of Detail Records Contained in the File. (Zero Filled, Right Justified)	The total number eligible employees within the file.
17-310	Filler	Text, 294	x(294)	Required	Space Fill	Reserved for future use.

## ELIGIBILITY FILE (ATTACHMENT D)

Detailed Record Layout of the Eligibility File is as follows:

POS	FIELD NAME	TYPE/ SIZE	COB OL	REQUIRED	DESCRIPTION	DEFINITION
1	Transaction Code	Text, 1	x(01)	Required	'E' for an Employee Record	The detail records should appear between the header and trailer records. These records should represent individual policy data.
2-8	Client Number	Text, 7	x(07)	Required	Ex. 0M2419 Left Justified, Space Fill	Part of Travelers' internal coding system that assigns each client/employer group a unique 6-digit code. Each Client Code begins with 0M followed by 4 alpha-numeric characters.
9-19	Employee's SS#	Number, 11	9(11)	Required	Employee's SSN. Left Justified, Space Fill	Used to identify the employee by the client.
20-39	Employee ID#	Text, 20	x(20)	Required	Employee's Internal ID #. Required, Space Fill	The unique alpha-number combination code assigned to each of the client's employees.
40-59	Employee Last Name	Text, 20	x(20)	Required	Left Justified, Space Fill	The employee's last name per the client.
60-71	Employee First Name	Text, 12	x(12)	Required	Left Justified, Space Fill	The employee's first name per the client.
72	Employee Middle Initial	Text, 1	x(01)	Required	Requested, but Not Required	The employee's middle initial per the client.
73-80	Employee Birth Date	Date, 8	9(08)	Required	YYYYMMDD Format	Self explanatory.
81	EE's Marital Status	Text, 1	x(01)	Required	'M', 'S', or 'U'	EE's Marital Status is coded: M for Married; S for Single; and U for Unknown.
82	Employee's Gender	Text, 1	x(01)	Required	'M', 'F', or 'U'	Employee's Gender is coded: M for Male; F for Female; and U for Unknown.
83-84	Filler	Text, 2	x(02)	Required	Space Fill	
85-92	Employment date	Date, 8	9(08)	Required	YYYYMMDD Format	The original date of hire.

## ELIGIBILITY FILE (ATTACHMENT D)

### Detailed Record Layout of the Eligibility File Continued:

POS	FIELD NAME	TYPE/ SIZE	COB DL	REQUIRED	DESCRIPTION	DEFINITION
93-111	Filler	Text, 19	x(19)	Required	Space Fill	Reserved for future use.
112	Employee Status Code	Text, 1	x(01)	Required		Employee Status Code is defined as A = Active, L = Leave of Absence, R = Retired, T = Terminated
113-120	Status Code Effective Date	Date, 8	9(08)	Required	YYYYMMDD format	The date status code transpired.
121-169	Filler	Text, 49	x(49)	Required	Space Fill	Reserved for future use.
170	Foreign Address Indicator	Text, 1	x(01)	Required	F = Foreign (Otherwise Space Fill)	Employee working outside the US who is eligible for the program.
171-202	Street Address Line 1	Text, 32	x(32)	Required	Left Justified, Space Fill	The first line of the employee's address.
203-234	Street Address Line 2	Text, 32	x(32)	Required	Left Justified, Space Fill	The second line of the employee's address.
235-255	City	Text, 21	x(21)	Required	Left Justified, Space Fill	The employee's applicable city address.
256-257	State	Text, 2	x(02)	Required	Postal Abbreviation for the State	The employee's applicable state address.
258-266	Zip Code	Text, 9	x(09)	Required	Five or Nine Digit Zip Code without Punctuation (Left Justified, Space Fill)	The employee's applicable zip code address.
267	Pay Frequency	Text, 1	x(01)	Required	Employee's Pay Frequency	The timing of the client's pay cycle or the number of paycheck dates a client has within a given year. Examples of Pay Frequencies are: Weekly(52 times per year); Bi-Weekly(26 times per year); Semi-Monthly(24 times per year); and Monthly(12 times per year).
268-310	Filler	Text, 43	x(43)	Required		Reserved for future use.

## BILL FILE (ATTACHMENT E)

The Travelers Bill File is an incoming file sent by Travelers to the client. Each transmission file will include a header record, multiple detail record(s), and a trailer record.

Header Record Layout of the Travelers Bill File is as follows:

POS	FIELD NAME	TYPE ISIZE	COBOL	REQUIRED	DESCRIPTION	DEFINITION
	Header					
1	Record Type	Text, 1	X(1)	Required	Value 'H'- Denotes Header Record	The first record of a file containing information necessary to route, validate and track the entries contained within the file
2-11	Client Number	Text, 10	x(10)	Required	Ex. '0M2417 ' - Left Justify, Space Sill	Part of Travelers' internal coding system which assigns each client/employer group a unique 6-digit code. Each Client Code begins with 0M followed by 4 alpha-numeric characters.
12-14	Entity Number	Text, 3	X(03)	Required	Ex. Value '001'	Part of Travelers' internal coding system which assigns client's pay frequency a unique 3-digit code and represents a different pay cycle frequency such as weekly, bi-weekly, semi-monthly or monthly. Examples are 001 for weekly, 002 for bi-weekly -odd 003 bi-weekly - even, etc.
15-22	File Creation Date	Date, 8	X(8)	Required	Date File is Created CCYYMMDD	The date the file was created.
23-30	Deduction Date	Date, 8	X(8)	Required	CCYYMMDD Format	The date the employer client deducts the Travelers' requested premium from its employees. This date is synonymous with the client's "Pay Check Date."
31	Pay Frequency	Text, 1	X(1)	Required	Values B = Bi-weekly W=Weekly S=Semi-Monthly M= Monthly	The timing of the client's pay cycle or the number of paycheck dates a client has within a given year. Examples of Pay Frequencies are: Weekly(52 times per year); Bi-Weekly(26 times per year); Semi-Monthly(24 times per year); and Monthly(12 times per year).
32-100	Filler	Text, 69	X(69)	Optional	Space Fill	Reserved for future use.

## BILL FILE (ATTACHMENT E)

Trailer Record Layout of the Travelers Bill File is as follows:

POS	FIELD NAME	TYPE /SIZE	COBOL	REQUIRED	DESCRIPTION	DEFINITION
	Trailer					
1	Record Type	Text, 1	X(1)	Required	Value 'T' Denotes Trailer Record	The last record in a file. May contain information about the number of records and the summarize totals of the detail amount within the file.
2-7	Total Record Count	Number, 6	9(6)	Required	Total # of Detail Records	The total number employees and deductions within the file.
8-15	Total Amt	Signed Number, 8.2	S9(6) V99	Required	Signed or Unsigned Field, Sum of Deductions Taken	The total of all deduction listed within the file.
16-100	Filler	Text, 85	X(85)	Optional	Space Fill	Reserved for future use.

## BILL FILE (ATTACHMENT E)

Detailed Record Layout of the Travelers Bill File is as follows:

POS	FIELD NAME	TYPE / SIZE	COBOL	REQUIRED	DESCRIPTION	DEFINITION
	Detail					
1	Record Type	Text, 1	X(1)	Required	Value 'D' Denotes Detail Records	The detail records should appear between the header and trailer records. These records should represent individual policy data.
2-10	Social Security Number	Number, 9	9(09)	Required	Employee's Social Security Number Ex. '001775025'	The employee's Social Security Number that is used to identify the employee by the client.
11-40	Employee Name	Text, 30	X(30)	Required	Name of Employee	The name the employee uses per the client.
41-48	Deduction Amount	Signed Number, 6.2	S9 (6)V99	Required	Signed Field for the Payroll Deduction Amount	The total premium amount due for all Travelers policies per that applicable Deduction date.
49	Employee Status	Text, 1	X(1)	Optional	Values are: A = Active, L = Leave of Absence, R = Retired, T = Terminated	Identifies client employees' employment standing.
50-59	Employee ID	Text, 10	X(10)	Optional	Ex. '0000010635'	The unique alpha number combination code assigned to each of the client's employees.
60-67	Deduction Date	Date, 8	9(8)	Optional	CCYYMMDD Format	The date the client deducts the Travelers' requested premium from its employees. This date is synonymous with the client's "Pay Check Data."
68	Pay Frequency	Text, 1	X(1)	Optional	Freq Number W = Weekly, B = Bi-weekly, M= Monthly, S=Semi-Monthly	The timing of the client's pay cycle or the number of paycheck dates a client has within a given year. Examples of Pay Frequencies are: Weekly(52 times per year); Bi-Weekly(26 times per year); Semi-Monthly (24 times per year); and Monthly (12 times per year).
69-100	Filler	Text, 32	X(32)	Optional		Reserved for future use.

## CONFIRMATION FILE (ATTACHMENT F)

The Confirmation File is an outgoing file sent to Travelers. The files will be sent on an agreed upon schedule. The file will contain actual deductions taken. Travelers is responsible for any reconciliation of the files. Each transmission file will include a header, record, detailed record(s), and a trailer record.

Header Record Layout of the Travelers Confirmation File is as follows:

POS	FIELD NAME	TYPE / SIZE	COBOL	REQUIRED	DESCRIPTION	DEFINITION
	Header					
1	Record Type	Text, 1	X(1)	Required	Value 'H' Denotes Header Record	The first record of a file containing information necessary to route, validate and track the entries contained within the file
2-11	Client Number	Text, 10	x(10)	Required	Ex. '0M2417 ' - Left Justify, space fill	Part of Travelers' internal coding system which assigns each client/employer group a unique 6-digit code. Each Client Code begins with 0M followed by 4 alpha numeric characters.
12-14	Entity Number	Text, 3	X(03)	Required	Ex. Value '001'	Part of Travelers' internal coding system in which assigns client's pay frequency. This unique 3-digit code represents a different pay cycle frequency such as weekly, bi-weekly, semi-monthly or monthly. Examples are: 001 for weekly; 002 for bi-weekly; and odd 003 biweekly—even, etc.
15-22	File Creation Date	Date, 8	X(8)	Required	Date file is created CCYYMMDD	The date the file was created
23-30	Deduction Date	Date, 8	X(8)	Required	CCYYMMDD format	The date the employer client deducts the Travelers' requested premium from its employees. This date is synonymous with the client's "Pay Check Date"
31	Pay Frequency	Text, 1	X(1)	Required	Values B =Bi-weekly W=Weekly S=Semi-Monthly M=Monthly	Pay Frequency is the timing of the client's pay cycle or the number of paycheck dates a client has within a given year. Examples of Pay Frequencies are: Weekly(52 times per year); Bi-Weekly(26 times per year); Semi-Monthly(24 times per year); and Monthly(12 times per year).
32-100	Filler	Text, 69	X(69)	Optional	Space fill	Reserved for future use.

## CONFIRMATION FILE (ATTACHMENT F)

Trailer Record Layout of the Travelers Confirmation File is as follows:

POS	FIELD NAME	TYPE / SIZE	COBOL	REQUIRED	DESCRIPTION	DEFINITION
	Trailer					
1	Record Type	Text, 1	X(1)	Required	Value 'T' Denotes Trailer Record	The last record in a file. May contain information about the number of records and the summarize totals of the detail amount within the file.
2-7	Total Record Count	Number, 6	9(6)	Required	Total # of Detail Records	The total number employees and deductions within the file.
8-15	Total Amt	Signed Number, 6.2	S9(6) V99	Required	Signed or Unsigned Field, Sum of Deductions Taken	The total of all deductions listed within the file.
16-100	Filler	Text, 85	X(85)	Optional	Space Fill	Reserved for future use.

## CONFIRMATION FILE (ATTACHMENT F)

Detailed Record Layout of the Travelers Confirmation File is as follows:

POS	FIELD NAME	TYPE /SIZE	COBOL	REQUIRED	DESCRIPTION	DEFINITION
	Detail					
1	Record Type	Text, 1	X(1)	Required	Value 'D' Denotes Detail Records	The detail records should appear between the header and trailer records. These records should represent individual policy data.
2-10	Social Security Number	Number, 9	9(09)	Required	Employee's Social Security Number Ex. '001775025'	The employee's Social Security Number is used to identify the employee by the client.
11-40	Employee Name	Text, 30	X(30)	Required	Name of Employee	The name the employee uses per the client.
41-48	Deduction Amount	Signed Number, 6.2	S9 (6)V99	Required	Signed Field for the Payroll Deduction Amount	The total premium amount due for all Travelers policies per the applicable deduction date.
49	Employee Status	Text, 1	X(1)	Optional	Values are A = Active, L = Leave of Absence, R = Retired, T = Terminated	Identifies client employees' employment standing.
50-59	Employee ID	Text, 10	X(10)	Optional	Ex. '0000010635'	The unique alpha numeric combination code assigned to each of the client's employees.
60-67	Deduction Date	Date, 8	9(8)	Optional	CCYYMMDD Format	The date the employer client deducts the Travelers' requested premium from its employees. This date is synonymous with the client's "Pay Check Date."
68	Pay Frequency	Text, 1	X(1)	Optional	Freq Number W = Weekly, B = Bi-Weekly, M = Monthly, S = Semi-Monthly	The timing of the client's pay cycle or the number of paycheck dates a client has within a given year. Examples of Pay Frequencies are: Weekly(52 times per year); Bi-Weekly(26 times per year); Semi-Monthly(24 times per year) and Monthly(12 times per year).
69-100	Filler	Text, 32	X(32)	Optional		Reserved for future use.

## HEX CODES FOR SIGNED VALUES (ATTACHMENT G)

Below is a table listing the EBCDIC HEX Codes for signed values from +0 to +9 and -0 to -9, plus the character representation, and the HEX value each becomes after a character translation from EBCDIC to ASCII.

Use the value and character for your translations:

VALUE	CHARACTER	EBCDIC HEX CODE	ASCII HEX CODE	7
+0	{	C0		7B
+1	A	C1	41	
+2	B	C2	42	
+3	C	C3	43	
+4	D	C4	44	
+5	E	C5	45	
+6	F	C6	46	
+7	G	C7	47	
+8	H	C8	48	
+9	I	C9	49	
-0	}	D0		7d
-1	J	D1	4A	
-2	K	D2	4B	
-3	L	D3		4C
-4	M	D4		4D
-5	N	D5		4E
-6	O	D6		4F
-7	P	D7		50
-8	Q	D8		51
-9	R	D9		52

Here are some examples for numeric values using signed fields:

125.32+ = 001253B

367.87- = 003678P

(NOTE: The letters must be upper case.)