

Motorcycle Policy

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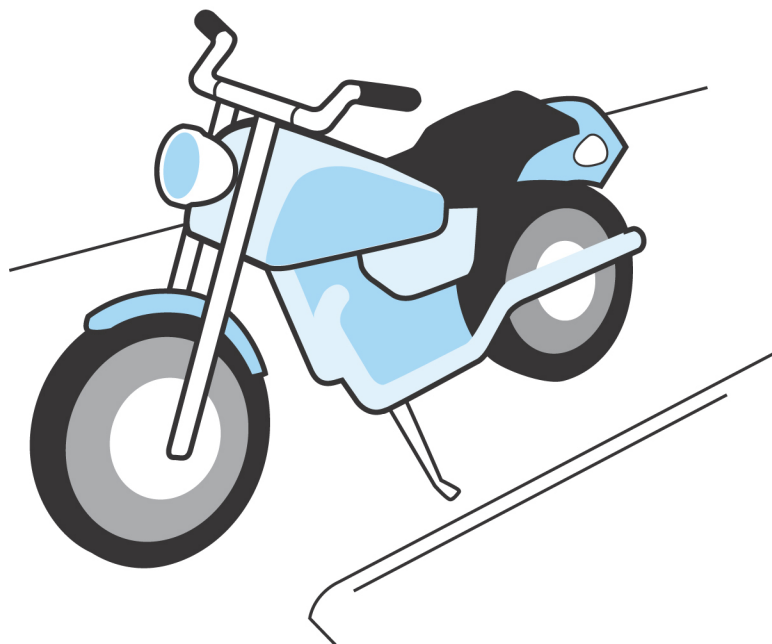


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GENERAL PROVISIONS

The following provisions apply to all parts of the policy except where otherwise noted.

Insuring Agreement

This policy is a legal contract between **you** and **us**. A coverage applies only when a premium for it is shown on the Policy Declarations. If more than one **cycle** is insured, premiums will be shown for each **cycle**. If **you** pay the premiums when due and comply with the policy terms, **we**, relying on the information **you** have given **us**, make the following agreements with **you**.

The terms of this policy impose joint obligations on persons defined in applicable sections of this policy as insured person(s). This means that the responsibilities, acts and omissions of a person defined as an insured person will be binding upon other person(s) defined as insured person(s).

When And Where The Policy Applies

The policy is in effect during the time shown on the Policy Declarations, known as the "policy period," unless cancelled in accordance with Alaska law. During the policy period, **your** policy applies to losses to the **insured cycle**, accidents and occurrences within the United States of America, its territories or possessions or Canada, or between their ports.

Conformity To State Statutes

When any policy provision is in conflict with the statutes of the state in which the **insured cycle** is principally garaged, the provisions are amended to conform to such statutes.

Insurance Coverage In Mexico

Prior to entering and driving in Mexico, **you** must check with the appropriate Mexican authorities regarding insurance requirements.

Motor vehicle accidents in Mexico are subject to the laws of Mexico, NOT the United States of America. In Mexico, an accident can be considered a CRIMINAL OFFENSE as well as a civil matter. In some cases, part or all of this policy may NOT be recognized by Mexican authorities and **we** may not be allowed to provide any insurance coverage at all in Mexico. For **your** protection, **you** should consider purchasing coverage for **your cycle** from a licensed Mexican insurance company before driving into Mexico.

However, when possible, protection will be afforded for those coverages for which a premium is shown on the Policy Declarations for an **insured cycle** while that **insured cycle** is

within 75 miles of the United States border and only for a period not to exceed ten days after each separate entry into Mexico.

If loss or damage occurs which may require repair of an **insured cycle** or replacement of any part(s) while an **insured cycle** is in Mexico, the basis for adjustment of the claim will be as follows: Any amount payable resulting from any covered loss or damage occurring in Mexico shall be payable in the United States. **We** will not be liable for more than the cost of having the repairs made or parts replaced at the nearest point in the United States where repairs or replacements can be performed. The costs for towing, transportation, and salvage operations of an **insured cycle** while within Mexico are not covered under this policy.

Premium Changes

The premium for each **cycle** is based on information **we** have received from **you** or other sources. **You** agree to cooperate with **us** in determining if this information is correct, if it is complete, and if it changes during the policy period. **You** agree that if this information changes or is incorrect or incomplete, **we** may adjust **your** premium accordingly during the policy period or take other appropriate action.

Changes which result in a premium adjustment are contained in **our** rules. These include, but are not limited to:

1. **cycles** insured by the policy, including changes in use;
2. drivers residing in **your** household, their ages or marital status;
3. coverages or coverage limits;
4. rating territory; and
5. discount or surcharge applicability.

Any calculation or adjustment of **your** premium will be made using the rules, rates, and forms in effect, and on file if required, for **our** use in **your** state.

Coverage Changes

When **we** broaden a coverage during the policy period without additional charge, **you** have the new feature if **you** have the coverage to which it applies. The new feature applies on the date the coverage change is effective in **your** state. Otherwise, the policy can be changed only by endorsement. Any change in **your** coverage will be made

using the rules, rates, and forms in effect, and on file if required, for **our** use in **your** state.

Duty To Report Policy Changes

Your policy was issued in reliance on the information **you** provided, including information concerning **cycles** and persons insured by the policy. To properly insure **your cycle**, **you** must promptly notify **us** when **you** change **your** address or whenever any **resident** operators insured by **your** policy are added or deleted.

You must notify **us** within 60 days when **you** acquire an **additional cycle** or **replacement cycle**. If **you** do not, certain coverages of this policy may not apply.

When **you** acquire an **additional cycle**, it will be covered by **us** for 60 days immediately after **you** acquire ownership. **We** will provide this coverage only if no other insurance policy provides coverage for this **cycle** and **you** pay the additional premium.

Coverage will be continued beyond this 60-day period only if:

1. **you** ask **us** to continue coverage within 60 days after **you** acquire the **cycle**;
2. **we** agree to continue coverage for this **additional cycle**; and
3. **you** pay the additional premium.

Notice

Your notice to an authorized representative shall be deemed to be notice to **us**.

What To Do If There Is A Loss

1. If an insured person has an accident involving an **insured cycle**, **we** or one of **our** authorized representatives must be informed as soon as possible of all details. As soon as possible, any person making a claim must give **us** written proof of loss, including all details **we** may need to determine the amounts payable.
2. **We** may require any person making a claim to file with **us** a sworn proof of loss. **We** may also require that person to submit to examinations under oath, separately and apart from others, and to sign the transcript. A person making a claim may have their attorney present.
3. If an insured person is sued as the result of a **cycle** accident, **we** must be informed immediately.

4. **You** must allow **us** to inspect any damaged property.
5. **You** must protect the **cycle** from further loss. **We** will pay reasonable expenses to guard against further loss. If **you** do not protect the **cycle**, further loss is not covered.
6. **You** must report all theft losses as soon as possible to the police.
7. Any insured person may be required to undergo medical examinations by physicians **we** choose, as often as **we** reasonably require. **We** must be given authorization to obtain medical reports and other records pertinent to the claim.

Assistance And Cooperation

An insured person must cooperate with **us** in the investigation, settlement and defense of any claim or lawsuit. If **we** ask, that person must also help **us** obtain payment from anyone who may be jointly responsible.

If an insured person voluntarily takes any action or makes any payments other than for covered expenses for bonds or first aid to others, **we** are not obligated to provide reimbursement for such payments. Under Uninsured and Underinsured Motorists Insurance, **we** may require an insured person to take proper action to preserve all rights to recover damages from anyone responsible for the **bodily injury** or **property damage**.

Subrogation Rights

When **we** pay, an insured person's rights of recovery from anyone else become **ours** up to the amount **we** have paid. The insured person must protect these rights and help **us** enforce them.

Combining Limits Of Two Or More Cycles Prohibited

The coverage limits applicable to any one **cycle** shown on the Policy Declarations will not be combined with or added to the coverage limits applicable to any other **cycle** shown on the Policy Declarations or covered by the policy. This is true even though a separate premium is charged for each of those **cycles**, regardless of the number of:

1. **cycles** or persons shown on the Policy Declarations;
2. vehicles involved in the accident;
3. persons seeking damages as a result of the accident; or



4. insured persons from whom damages are sought.

If two or more **cycles** are shown on the Policy Declarations and one of these **cycles** is involved in an accident to which coverage applies, the coverage limits shown on the Policy Declarations for the **cycle** involved will apply. If a covered accident involves a **cycle** other than one shown on the Policy Declarations, or if an insured person is struck as a pedestrian in a covered accident, the highest coverage limits shown on the Policy Declarations for any one **cycle** will apply.

Transfer

This policy can not be transferred to another person or entity without **our** written consent. However, if **you** die, this policy will provide coverage until the end of the policy period for **your** legal representative while acting as such and for persons covered on the date of **your** death.

Payment

If **your** initial premium payment for **your** first policy period is by check, draft, or any remittance other than cash, such payment is conditional upon the check, draft, or other remittance being honored upon presentation. If such check, draft, or remittance is not honored upon presentation, this policy shall be deemed void from its inception. This means that **we** will not be liable under this policy for any claims or damages which would otherwise be covered had the check, draft, or remittance been honored upon presentation.

If at any time, **your** payment of any premium amount due is made by check, electronic transaction, or other remittance which is not honored because of insufficient funds or a closed account, **you** will be charged a fee.

Conditional Reinstatement

If **we** mail a cancellation notice because **you** did not pay the required premium when due and **you** then tender payment by check, draft, or other remittance which is not honored upon presentation, **your** policy will terminate on the date and time shown on the cancellation notice and any notice **we** issue which waives the cancellation or reinstates coverage is void. This means that **we** will not be liable under this policy for claims or damages after the date and time indicated on the cancellation notice.

Fraud Or Misrepresentation

Your policy was issued in reliance on the information provided on **your insured cycle** insurance application. **We** will not provide coverage for any loss which occurs in connection

with any misrepresentation, omission, concealment of fact, or incorrect statement which is:

1. fraudulent;
2. material either to the acceptance of the risk or to the hazard assumed by **us**; or
3. **we** in good faith would not have issued the policy or would not have issued a policy in as large an amount, or at the same premium or rate, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been known to **us**.

This provision does not apply to **Part 1—Motorcycle Liability Insurance**.

Cancellation

You may cancel this policy by notifying **us** on what future date **you** wish to stop coverage. **Your** return premium, if any, will be 92.5% of the pro rata unearned premium for the current policy period and will be refunded at the time of cancellation or as soon as possible.

We may cancel part or all of this policy by mailing notice to **you** at **your** last known address. If **we** cancel because **you** did not pay the premium, **we** will provide **you** with 20 days notice before the effective date of cancellation. Otherwise, **we** will give **you** 30 days notice.

Mailing the notice will be proof of notice. A refund, if due, will be calculated using the rules, rates, and forms in effect, and on file if required, for **our** use in **your** state. Any refund will be returned or credited within 45 days of receipt of the request for cancellation or the effective date of cancellation, whichever is later. However, cancellation will be effective even though the refund is not made immediately.

After **your** original policy has been in effect 60 days, **we** will not cancel or reduce **your** coverage during the policy period unless:

1. the premium is not paid when due;
2. **we** have mailed notice within the first 60 days that **we** do not intend to continue the policy; or
3. **you** or any member of **your** household has had a driver's license which is under suspension or revocation during the policy period or, if this is a renewal policy, within 180 days immediately preceding the policy's renewal effective date.

However, item 3. above will not apply to the revocation of a driver's license of a person due to a non-driving related violation for consuming or possessing alcohol while under the age of 21.

If **we** do not intend to continue the policy beyond any anniversary of its original effective date, **we** will mail **you** notice at least 30 days before the end of the applicable policy period.

Pursuant to the Alaska Statute AS 21.36.260, **you** can assign a designee to **your** policy if **you** are 70 years or older and **your** request for a designee is made to **us** in writing.

Arbitration

Any claim or dispute in any way related to this policy, by a person insured under this policy against **us** or **us** against a person insured under this policy, may be resolved by arbitration only upon mutual consent of the parties.

Arbitration pursuant to this provision shall be subject to the following:

1. no arbitrator shall have the authority to award punitive damages or attorney's fees unless permissible in a civil action;
2. neither of the parties shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and
3. no arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

This provision shall not apply to claims or disputes to which the Uninsured And Underinsured Motorists Insurance, **If We Cannot Agree** provision applies.

Bankruptcy Or Insolvency

The bankruptcy or insolvency of an insured person or that person's estate will not relieve **us** of any obligation under the policy.

What Law Will Apply

This policy is issued in accordance with the laws of Alaska and covers property or risks principally located in Alaska. Subject to the following paragraph, any and all claims or disputes in any way related to this policy shall be governed by the laws of Alaska.

If a covered loss to the **cycle**, a covered **cycle** accident, or any other occurrence for which coverage applies under this policy happens outside Alaska, claims or disputes regarding that covered loss to the **cycle**, covered **cycle** accident, or other covered occurrence may be governed by the laws of the jurisdiction in which that covered loss to the **cycle**, covered **cycle** accident, or other covered occurrence happened, only if the laws of that jurisdiction would apply in the absence of a contractual choice of law provision such as this.

Where Lawsuits May Be Brought

Subject to the following two paragraphs, any and all lawsuits in any way related to this policy shall be brought, heard, and decided only in a state or federal court located in Alaska. Any and all lawsuits against persons not parties to this policy but involved in the sale, administration, performance, or alleged breach of this policy or involved in any other way with this policy, shall be brought, heard, and decided only in a state or federal court located in Alaska, provided that such persons are subject to or consent to suit in the courts specified in this paragraph.

If a covered loss to the **cycle**, a covered **cycle** accident, or any other occurrence for which coverage applies under this policy happens outside Alaska, lawsuits regarding that covered loss to the **cycle**, covered **cycle** accident, or other covered occurrence may also be brought in the judicial district where that covered loss to the **cycle**, covered **cycle** accident, or other covered occurrence happened.

Nothing in the provision, **Where Lawsuits May Be Brought**, shall impair any party's right to remove a state court lawsuit to a federal court.

Definitions Used Throughout The Policy

The following definitions apply throughout the policy unless otherwise indicated. Defined words are printed in bold face type. Additional defined terms that apply to specific policy sections will appear in those policy sections.

1. **Additional Cycle** means a **cycle** of which **you** become the owner during the policy period and:
 - a) **we** insure all other **cycles you** own;
 - b) the newly acquired **cycle** is not covered under any other insurance policy;
 - c) **you** tell **us** within 60 days of acquiring the **cycle**; and
 - d) **you** pay any additional premium.
2. **Bodily Injury** means physical harm to the body, sickness, disease, or death, but does not include:

- a) any venereal disease;
- b) herpes;
- c) Acquired Immune Deficiency Syndrome (AIDS);
- d) AIDS Related Complex (ARC);
- e) Human Immunodeficiency Virus (HIV);

or any resulting symptom, effect, condition, disease or illness related to a) through e) listed above.

3. **Insured Cycle** means any **cycle you** own which is described on the Policy Declarations. This also includes:
- a) a **replacement cycle**;
 - b) an **additional cycle**;
 - c) a **substitute cycle**;
 - d) a **non-owned cycle**; or
 - e) a trailer while attached to an **insured cycle**. The trailer must be designed specifically for use with that **insured cycle**.

This definition of **Insured Cycle** does not apply to Part 1 or Part 4 of the policy.

4. **Cycle** means any motorcycle, motorscooter, or moped, designed for travel on public roads, that has:
- a) at least two wheels, but not more than three wheels;
 - b) completely open-air driver's seating; and
 - c) a motorcycle handle-grip steering device.

Sidecars are considered part of a motorcycle if it is original equipment installed by the manufacturer.

5. **Non-owned cycle** means a **cycle** used by **you** or a **resident** relative with the owner's permission but which is not:
- a) owned by **you** or a **resident** relative; or
 - b) available or furnished for the regular use of you or a **resident** relative.
6. **Passenger** means any person, other than the driver of an **insured cycle**, while such person is occupying an **insured cycle** or in a sidecar attached to an **insured cycle**.
7. **Replacement Cycle** means a newly acquired **cycle you** own which is a permanent replacement for a **cycle** described on the Policy Declarations. **You** must notify **us** within 60 days of acquisition and pay any additional premium.

If **we** provide coverage for a **replacement cycle** under any Part of this policy, the **replacement cycle** will have the same coverage as the **cycle** it replaced.

8. **Resident** means a person who physically resides in **your** household with the intention of continuing residence there. **We** must be notified of all residents of **your** household. **Your** unmarried dependent children while temporarily away from home will be considered residents if they intend to resume residing in **your** household.
9. **Substitute cycle** means a **non-owned cycle** being temporarily used by **you** or a **resident** relative with the permission of the owner while **your insured cycle** is being serviced or repaired, or if **your insured cycle** is stolen or destroyed. A **substitute cycle** will include an automobile rented under the terms of Rental Reimbursement Coverage of Part 4 of the policy.
10. **You** or **Your** means the policyholder named on the Policy Declarations and that policyholder's **resident** spouse.
11. **We, Us, or Our** means the company shown on the Policy Declarations.

Part 1—Motorcycle Liability Insurance Bodily Injury Liability Coverage Property Damage Liability Coverage

General Statement Of Coverage

If a premium is shown on the Policy Declarations for Bodily Injury Liability Coverage and Property Damage Liability Coverage, **we** will pay damages an **insured person** is legally obligated to pay because of:

- 1. **bodily injury** sustained by others; and
- 2. damage to, or destruction of, property.

Under these coverages, **your** policy protects an **insured person** from liability for damages arising out of the ownership, maintenance or use, loading or unloading of an **insured cycle**.

We will not pay any punitive or exemplary damages, fines or penalties under Bodily Injury Liability Coverage or Property Damage Liability Coverage.

We will defend an **insured person** sued as the result of a covered accident, even if the suit is groundless or false. **We** will choose the counsel. **We** may settle any claim or lawsuit if **we** believe it is proper. **We** will not defend an **insured person** sued for damages that are not covered by this policy.

Our Right To Appeal

If an **insured person** or any other insurer elects not to appeal a judgment, **we** may do so. **We** will pay costs and interest incidental to the appeal. **We** will not be liable for more than the limit shown on **your** Policy Declarations plus the costs and interest incidental to the appeal.

Additional Payments We Will Make

When **we** defend an **insured person** under Part 1, **we** will pay:

1. up to \$200 a day for loss of wages or salary if **we** ask that person to attend hearings or trials to defend against a **bodily injury** suit. **We** will not pay for loss of other income. **We** will pay other reasonable expenses incurred at **our** request.
2. interest accruing on judgment entered against an **insured person**, but only on that part of a judgment entered against an **insured person** which does not exceed **our** limits of liability, until such time as **we** have paid, formally offered, or conditionally or unconditionally deposited in court, the amount for which **we** are liable under this policy. This means that under no circumstances will **we** pay interest on that part of a judgment entered against an **insured person** which exceeds **our** stated limits of liability.
3. premiums on appeal bonds and on bonds to release attachments, but not in excess of **our** limit of liability. **We** have no obligation, however, to apply for or furnish these bonds.

We will repay an **insured person** for:

1. the cost of any bail bonds required due to an accident or traffic law violation involving the use of an **insured cycle**. **We** will not pay more than \$300 per bond. **We** have no obligation to apply for or furnish these bonds.
2. reasonable expenses incurred by an **insured person** for first aid to others at the time of an accident involving an **insured cycle**.

Additional Definitions For Part 1

1. **Insured Person(s)** means:
 - a) While using an **insured cycle**, other than a **non-owned cycle**:
 - i) **you**;
 - ii) any **resident** relative; and
 - iii) any other person using it with **your** permission.

- b) While using a **non-owned cycle**:
 - i) **you**; and
 - ii) any **resident** relative.
 - c) Any other person or organization liable for the use of an **insured cycle** provided:
 - i) the **cycle** is not owned by the person or organization;
 - ii) the use is by an **insured person** under a) or b) above; and
 - iii) only for that **insured person's** acts or omissions.
2. **Insured Cycle** means any **cycle you** own which is described on the Policy Declarations. This also includes:
 - a) a **replacement cycle**;
 - b) an **additional cycle**;
 - c) a **substitute cycle**;
 - d) a **non-owned cycle**;
 - e) a **rental vehicle**; or
 - f) a trailer while attached to an **insured cycle**. The trailer must be designed specifically for use with that **insured cycle**.
 3. **Rental Vehicle** means a **non-owned cycle, substitute cycle** or other private passenger motor vehicle **you** rent from an agency or company on a daily or weekly basis. A **substitute cycle** will include an automobile rented under the terms of Rental Reimbursement Coverage of Part 4 of the policy.

Exclusions—What Is Not Covered

We will not pay for any damages an **insured person** is legally obligated to pay because of:

1. **bodily injury** or property damage arising out of the use of an **insured cycle** while used to carry persons or property for a charge, or the use of any **cycle** an **insured person** is driving while available for hire by the public. This exclusion does not apply to ride-share arrangements. This exclusion also does not apply to the use of an **insured cycle** for charitable events.
2. **bodily injury** or property damage arising out of business operations such as repairing, servicing, testing, washing, parking, storing, or selling of motor vehicles. However, coverage does apply to **you, resident** relatives, partners, or employees of the partnership of **you** or a **resident** relative when using **your insured cycle**.
3. **bodily injury** or property damage arising out of the use of a **non-owned cycle** or **cycle** trailer **you** do not own in any business or occupation of an **insured person**. However,

this exclusion does not apply while **you, your** chauffeur, or domestic servant are using a **cycle** or trailer.

4. **bodily injury** to an employee of any **insured person** arising in the course of employment. This exclusion does not apply to **your** domestic employee who is not required to be covered by a workers' compensation law, disability law, or similar law.
5. **bodily injury** to a co-worker injured in the course of employment. This exclusion does not apply to **you**.
6. damage to or destruction of property an **insured person** owns, transports, is in charge of, or rents. A **cycle** operated by an **insured person** is considered to be property in charge of an **insured person**. However, this exclusion does not apply to:
 - a) a rented residence or a rented garage damaged by an **insured cycle**; or
 - b) property damage to another **insured cycle**.
7. **bodily injury** or property damage intended by, or reasonably expected to result from, the intentional or criminal acts of an **insured person**. This exclusion applies even if:
 - a) such **insured person** lacks the mental capacity to control or govern his or her conduct;
 - b) such **bodily injury** or property damage is of a different kind or degree than intended or reasonably expected; or
 - c) such **bodily injury** or property damage is sustained by a different person than intended or reasonably expected.

This exclusion does not apply to damages arising out of an act of domestic violence as defined by the Alaska Insurance Code.

8. **bodily injury** or property damage also covered under nuclear energy liability insurance. This applies even if the limits of that insurance are exhausted.
9. Liability from or as a consequence of the following, whether controlled or uncontrolled or however caused:
 - a) nuclear reaction;
 - b) radiation; or
 - c) radioactive contamination.
10. **bodily injury** or property damage arising out of the participation in any prearranged, organized or spontaneous:

- a) racing contest;
- b) speed contest;
- c) demolition contest;
- d) stunt contest;
- e) off-road contest;
- f) **cycle** performance, maneuvering, or endurance contest; or

in practice or preparation for any contest of this type.

11. any liability assumed by an **insured person** under any contract or agreement.
12. **bodily injury** or property damage resulting from the ownership, maintenance or use, loading or unloading of the **insured cycle** by any person as an employee of the United States government, while acting within the scope of such employment. This exclusion applies only if the provisions of the Federal Tort Claims Act, as amended, require the Attorney General of the United States to defend that person in any civil action or proceeding which may be brought for the **bodily injury** or property damage.
13. **bodily injury** or property damage arising out of the use of an **insured cycle** while leased or rented to others. However this exclusion does not apply to the operation of an **insured cycle** by **you** or a **resident** relative.

Financial Responsibility

When this policy is certified as proof under any financial responsibility law, the policy will comply with the provisions of that law.

Limits Of Liability

The limits shown on the Policy Declarations are the maximum **we** will pay for any single accident involving an **insured cycle**. The limit stated for each person for **bodily injury** is **our** total limit of liability for damages because of **bodily injury** sustained by one person in any single accident involving an **insured cycle**, including damages sustained by anyone else as a result of that **bodily injury**. Subject to the limit for each person, the limit stated for each accident is **our** total limit of liability for damages for **bodily injury** sustained by two or more persons in any single accident involving an **insured cycle**. For property damage, the limit stated for each accident is **our** total limit of liability for property damage sustained in any single accident involving an **insured cycle**.

This applies regardless of the number of:

1. policies involved;

2. vehicles involved;
3. **insured persons**;
4. claims made;
5. vehicles or premiums shown on the Policy Declarations;
or
6. premiums paid.

THIS MEANS THAT NO STACKING OR AGGREGATION OF ANY MOTORCYCLE LIABILITY INSURANCE—BODILY INJURY AND PROPERTY DAMAGE WHATSOEVER WILL BE ALLOWED BY THIS POLICY.

If none of the **cycles** shown on the Policy Declarations is involved in the accident, the highest limit of liability shown on the Policy Declarations for any one **cycle** will apply.

A **cycle** and attached trailer are considered one **cycle**.

Non-Duplication Of Benefits

There will be no duplication of payments made under the Bodily Injury Liability, Motorcycle Medical Payments, and Uninsured and Underinsured Motorists Coverages of this policy.

If There Is Other Insurance

If an **insured person** is using a **rental vehicle**, **our** liability insurance will be primary. If an **insured person** is using a **substitute cycle** or **non-owned cycle** other than a **rental vehicle**, **our** liability insurance will be in excess over other collectible insurance. If more than one policy applies on the same basis to an accident involving **your insured cycle**, **we** will bear **our** proportionate share with other collectible liability insurance.

Action Against Us

No **insured person** may sue **us** under this coverage unless there is full compliance with all the policy terms.

If liability has been determined by judgment after trial, or by written agreement among the insured, the other person, and **us**, then whoever obtains this judgment or agreement against an **insured person**, may sue **us** up to the limits of this policy. However, no one has the right to join **us** in a suit to determine legal responsibility.

Additional Interested Parties

If one or more additional interested parties are listed on the Policy Declarations, the Motorcycle Liability Insurance coverage of this policy will apply to the parties as insureds.

We will provide 10 days written notice to an additional interested party if **we** cancel or make any change to this policy which adversely affects that party's interest. **Our** notice will be considered properly given if mailed to the additional interested party's address shown on the Policy Declarations.

The naming of an additional interested party does not increase that party's rights to recovery under this policy, nor does it impose an obligation for the payment of premiums under this policy.

Part 2—Motorcycle Medical Payments

General Statement Of Coverage

If a premium is shown on the Policy Declarations for Motorcycle Medical Payments, **we** will pay to or on behalf of an **insured person** all reasonable expenses actually incurred for necessary medical treatment, medical services or medical products actually provided to the **insured person** by a state licensed health care provider. Ambulance, hospital, medical, surgical, X-ray, dental, orthopedic and prosthetic devices, pharmaceuticals, eyeglasses, hearing aids, and professional nursing services are covered. Funeral service expenses are also covered. Payments will be made only when **bodily injury** is caused by a **motor vehicle** accident.

The treatment, services, or products must be rendered within one year of the date of the accident.

The time period for necessary treatment actually rendered will be extended to five years from the date of the accident if the amount of insurance shown on the Policy Declarations is more than \$5,000.

This coverage does not apply to any person to the extent that the treatment is covered under any workers' compensation law.

Additional Definitions For Part 2

1. **Insured Person(s)** means:
 - a) **you** and any **resident** relative who sustains **bodily injury** while in, on, getting into or out of, or getting on or off of, or when struck as a pedestrian by, a

motor vehicle or trailer. The use of a **non-owned cycle** must be with the owner's permission.

- b) any other person who sustains **bodily injury** while in, on, or getting on or off of:
 - (i) an **insured cycle**, other than a **non-owned cycle**, while being used by **you**, a **resident** relative, or any other person with **your** permission.
 - (ii) a **non-owned cycle** or trailer if the injury results from the operation or occupancy by **you**, **your** private chauffeur or domestic servant on your behalf, or a **resident** relative.
 - (iii) **your insured cycle** while a **passenger on your cycle**.

- 2. **Motor Vehicle** means a land motor vehicle designed for use on public roads.

Exclusions—What Is Not Covered

This coverage does not apply to **bodily injury**:

- 1. intended by, or reasonably expected to result from, the intentional or criminal acts of an **insured person**. This exclusion applies even if:
 - a) such **insured person** lacks the mental capacity to control or govern his or her conduct;
 - b) such **bodily injury** is of a different kind or degree than intended or reasonably expected; or
 - c) such **bodily injury** is sustained by a different person than intended or reasonably expected.

This exclusion does not apply to damages arising out of an act of domestic violence as defined by the Alaska Insurance Code.

- 2. to **you** or a **resident** relative while in, on, getting into or out of, or getting on or off of, a **cycle** owned by **you** or a **resident** relative which is not insured for this coverage under this policy.
- 3. to **you** or a **resident** relative while in, on, getting on or off, or into or out of, or struck as a pedestrian by:
 - a) a vehicle operated on rails or crawler-treads; or
 - b) a vehicle or other equipment designed for use off public roads, while not on public roads.
- 4. to any person while in, on, getting on or off, or into or out of:
 - a) a **cycle** owned by **you** or a **resident** relative while available for hire to the public. This exclusion does not apply to ride-share arrangements. This exclusion

also does not apply to the use of an **insured cycle** for charitable events.

- b) a **cycle** or trailer while used as a residence or premises.
- 5. to any person, other than **you** or a **resident** relative, while using a **motor vehicle you** or **your resident** relative do not own or which is not available or furnished for the regular use of **you** or **your resident** relative:
 - a) which is available for hire by the public; or
 - b) in business operations such as repairing, servicing, testing, washing, parking, storing or selling of **motor vehicles**.

Coverage is provided for **you**, **your** private chauffeur or domestic servant while using an **insured cycle** or trailer in any other business or occupation.

- 6. caused by war or warlike acts, including, but not limited to, insurrection, rebellion, or revolution.
- 7. arising out of the participation in any prearranged, organized or spontaneous:
 - a) racing contest;
 - b) speed contest;
 - c) demolition contest;
 - d) stunt contest;
 - e) off-road contest;
 - f) **cycle** performance, maneuvering, or endurance contest; or

in practice or preparation for any contest of this type.
- 8. to any person or dependent of a person to the extent that such person or dependent is eligible to receive benefits provided by the U.S. government under a contract of employment, including past or present military duty.

We will reimburse the U.S. government, as required in Chapter 55 of Title 10 of the U.S. Code, for expenses covered under this part of the policy when it incurs such expense on behalf of an **insured person** through a facility of the uniformed services.
- 9. also covered under nuclear energy liability insurance. This applies even if the limits of that insurance are exhausted.
- 10. as a consequence of the following, whether controlled or uncontrolled or however caused:
 - a) nuclear reaction;

- b) radiation; or
- c) radioactive contamination.

Limits Of Liability

The limit shown on the Policy Declarations for Motorcycle Medical Payments is the maximum **we** will pay for all expenses incurred by or for each person as a result of any one **motor vehicle** accident.

The Motorcycle Medical Payments coverage limit of liability shown on the Policy Declarations may not be added to the limit(s) for similar coverage applying to other **motor vehicles** to determine the limit of insurance coverage available. This applies regardless of the number of:

1. policies involved;
2. vehicles involved;
3. **insured persons**;
4. claims made;
5. vehicles or premiums shown on the Policy Declarations; or
6. premiums paid.

THIS MEANS THAT NO STACKING OR AGGREGATION OF MOTORCYCLE MEDICAL PAYMENTS WHATSOEVER WILL BE ALLOWED BY THIS POLICY.

If none of the **cycles** shown on the Policy Declarations is involved in the accident, the highest limit of liability shown on the Policy Declarations for any one **cycle** will apply.

If an **insured person** under this policy sustains **bodily injury** while occupying a vehicle **you** or a **resident** relative do not own, which is insured for this coverage under any other applicable policy or policies, **we** will pay under this policy, up to the policy limit stated on the Policy Declarations, only when all other applicable policy limits for this coverage have been fully exhausted.

If an **insured person** dies as the result of a covered **motor vehicle** or trailer accident **we** will pay the least of the following as a funeral service expenses benefit:

1. \$2,000;
2. the Motorcycle Medical Payments coverage limit of liability stated on the Policy Declarations; or

3. the remaining portion of the Motorcycle Medical Payments coverage limit of liability not expended for other covered medical expenses.

This funeral service expenses benefit does not increase, and will not be paid in addition to, the limits of liability stated on the Policy Declarations for Motorcycle Medical Payments coverage. This benefit is payable to the deceased **insured person's** spouse if a **resident** of the same household at the time of the accident. However, if the deceased is a minor, the benefit is payable to any parent who is a **resident** of the same household at the time of the accident. In all other cases, the benefit is payable to the deceased **insured person's** estate.

Non-Duplication Of Benefits

There will be no duplication of payments made under the Bodily Injury Liability Coverage, Uninsured and Underinsured Motorists Insurance, and Motorcycle Medical Payments coverages of this policy. All payments made to or on behalf of any person under this coverage will be considered as advance payments to that person. Any damages payable under the Bodily Injury Liability Coverage or Uninsured and Underinsured Motorists Insurance of this policy will be reduced by that amount.

Action Against Us

No one may sue **us** under this coverage unless there is full compliance with all the terms of the policy.

If There Is Other Insurance

When this coverage applies to a **substitute cycle** or **non-owned cycle**, **we** will pay only after all other collectible insurance has been exhausted. If more than one policy applies on the same basis to an accident involving **your insured cycle**, **we** will bear **our** proportionate share with other collectible motor vehicle medical insurance.

Part 3—Uninsured And Underinsured Motorists Insurance

General Statement Of Coverage

We will pay all damages, other than punitive or exemplary damages, that an **insured person** is legally entitled to recover from the owner or operator of an uninsured or underinsured **motor vehicle** because of:

1. **bodily injury** sustained by an **insured person**; and
2. **property damage**. **Property damage** is covered only if a separate limit is shown on the Policy Declarations for

Uninsured and Underinsured Motorists Insurance— Property Damage.

The **bodily injury** or **property damage** must be caused by accident and arise out of the ownership, maintenance or use of an uninsured or underinsured vehicle. The right to benefits and the amount payable will be decided by agreement between the **insured person** and **us**.

If an **insured person** sues a person believed responsible for the accident without **our** written consent, **we** aren't bound by any resulting judgment.

An Uninsured Vehicle Is:

1. A **motor vehicle** which has no bodily injury or property damage liability bond or insurance policy in effect at the time of the accident.
2. A **motor vehicle** for which the insurer denies coverage, or the insurer becomes insolvent.
3. A hit-and-run **motor vehicle** which causes:
 - a) **bodily injury** to an **insured person** by direct physical contact with the **insured person** or with a vehicle occupied by that person.
 - b) **property damage** to an insured **motor vehicle** by direct physical contact with the insured **motor vehicle**.

The identity of the operator and the owner of the vehicle must be unknown. **We** must be notified within 30 days. If the **insured person** was occupying a vehicle at the time of the accident, **we** have a right to inspect it.

An Underinsured Vehicle Is:

a **motor vehicle** which has a bodily injury or property damage liability insurance policy or bond in effect and applicable at the time of the accident, but in an amount less than the amount the **insured person** is legally entitled to recover for **bodily injury** or **property damage** from the owner or operator of the **motor vehicle**.

An Uninsured And Underinsured Vehicle Is Not:

1. a **motor vehicle** that is lawfully self-insured.
2. a **motor vehicle** owned by any federal, state, or local government or agency.

Additional Definitions For Part 3

1. **Insured Person(s)** means:
 - a) **you** or any **resident** relative.
 - b) any person while in, on, or getting into or out of, or getting on or off, an **insured cycle**, with **your** permission.
 - c) Any other person who does not meet the definition of an **insured person** under items numbered a) or b) above, but who is legally entitled to recover because of **bodily injury** to **you**, a **resident** relative, or an occupant of **your insured cycle** with **your** permission, except for persons asserting claims for emotional distress and/or negligent infliction of emotional distress because of such **bodily injury**.
2. **Motor Vehicle** means a land motor vehicle or trailer other than:
 - a) a vehicle or other equipment designed for use off public roads, while not on public roads;
 - b) a vehicle operated on rails or crawler-treads; or
 - c) a vehicle when used as a residence or premises.
3. **Property Damage** means damage to or destruction of the **insured cycle** described in the Policy Declarations by physical contact with an uninsured **motor vehicle**. **Property damage** does not include loss of use of the **insured cycle** or damage to personal property on or attached to the **insured cycle**.

Exclusions—What Is Not Covered

1. **bodily injury** or **property damage** to any person who makes a settlement without **our** written consent.
2. **bodily injury** or **property damage** sustained while in, on, getting into or out of or when struck by an uninsured or underinsured **motor vehicle** which is owned by **you** or a **resident** relative.
3. **bodily injury** or **property damage**, if the payment would directly or indirectly benefit any workers' compensation or disability benefits insurer, including a self-insurer.
4. punitive or exemplary damages.
5. **bodily injury** or **property damage** arising out of the use of an **insured cycle** while used to carry persons or property for a charge, or the use of any **motor vehicle** an **insured person** is driving while available for hire by the public. This exclusion does not apply to share-ride arrangements. This exclusion does not apply to **bodily**

injury or property damage caused by the use of an **insured cycle** for charitable events.

6. **bodily injury or property damage** arising out of the participation in any prearranged, organized or spontaneous:
- racing contest;
 - speed contest;
 - demolition contest;
 - stunt contest;
 - off-road contest;
 - cycle** performance, maneuvering, or endurance contest; or

in practice or preparation for any contest of this type.

7. **bodily injury** to the extent that payment would benefit any governmental body or agency.

Limits Of Liability

- The coverage limit shown on the Policy Declarations for:
 - "each person" is the maximum that **we** will pay for all damages arising out of **bodily injury** to one person in any one **motor vehicle** accident, including all damages sustained by anyone else as a result of that **bodily injury**.
 - "each accident" is the maximum that **we** will pay for all damages arising out of **bodily injury** to two or more persons in any one **motor vehicle** accident. This limit is subject to the limit for "each person".
 - "each accident" is the maximum that **we** will pay for all **property damage** arising out of any one **motor vehicle** accident. Subject to this limit, **our** limit of liability for **property damage** will be the lesser of:
 - the actual cash value of the **insured cycle**; or
 - the amount necessary to repair or replace the **insured cycle**.

This does not include expenses incurred for loss of use of the **insured cycle**. This limit will be reduced by the first \$250 of the total amount of all **property damage** as the result of any one accident.

- These limits are the maximum **we** will pay for any one **motor vehicle** accident regardless of the number of:
 - claims made;
 - vehicles or persons shown on the Policy Declarations; or
 - vehicles involved in the accident.

The Uninsured and Underinsured Motorists Coverage limits apply to each **insured cycle** as shown on the Policy Declarations.

- Subject to this maximum, **our** limit of liability will be the lesser of:
 - The difference between the amount of an **insured person's** damages for **bodily injury or property damage** and the amount paid to that **insured person** for such damages, by or for a person who is or may be held legally liable for damages, including all sums paid under Part 1; and
 - The applicable limit of liability for this coverage.
- Any amounts otherwise payable for damages under this coverage shall apply over and above any amounts available to the **insured person** because of the **bodily injury**:
 - By or for a person who is or may be held legally liable for damages. This includes all sums paid under Part 1.
 - Under any of the following:
 - Workers' compensation law; or
 - Motorcycle Medical Payments coverage.

In no event will an **insured person** be entitled to receive duplicate payments for the same elements of loss.

No payment will be made for loss paid or payable to the **insured person** under Part 4 of this policy or any similar physical damage insurance under any other policy.

- We** are not obligated to make any payment for **bodily injury or property damage** under this coverage until the limits of liability of all bodily injury and property damage liability bonds and policies that apply have been used up by payments, judgments or settlements.

If There Is Other Insurance

If a person is entitled as a named insured to Uninsured and Underinsured Motorists Insurance under more than one policy issued by **us**, the maximum amount payable is limited to the highest applicable limit of any one coverage under the policies.

If a person is entitled to Uninsured and Underinsured Motorists Insurance coverage under more than one **motor vehicle** policy, payments will be made in the following order of priority, subject to the limit of liability of each applicable policy or coverage:

FIRST	a policy or coverage covering a motor vehicle occupied by the injured person or a policy or coverage covering a pedestrian as a named insured;
SECOND	a policy or coverage covering a motor vehicle occupied by the injured person as an insured other than as a named insured;
THIRD	a policy or coverage not covering a motor vehicle occupied by the injured person but covering the injured person as a named insured;
FOURTH	a policy or coverage not covering a motor vehicle occupied by the injured person but covering the injured person as an insured other than as a named insured;
FIFTH	a policy or coverage covering, as excess, umbrella, or similar insurance, a motor vehicle occupied by the injured person or a policy or coverage covering, as excess, umbrella, or similar insurance, a pedestrian as a named insured;
SIXTH	a policy or coverage covering, as excess, umbrella, or similar insurance, a motor vehicle occupied by the injured person or a policy or coverage covering, as excess, umbrella, or similar insurance, a pedestrian as an insured other than as a named insured;
SEVENTH	a policy or coverage not covering a motor vehicle occupied by the injured person but covering, as excess, umbrella, or similar insurance, the injured person as a named insured; or
EIGHTH	a policy or coverage not covering a motor vehicle occupied by the injured person but covering, as excess, umbrella, or similar insurance, the injured person as an insured other than as a named insured.

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 limits applicable to the same level of priority.

Trust Agreement

When **we** pay any person under this coverage:

1. **we** are entitled to repayment of amounts paid by **us** and related collection expenses out of the proceeds of any settlement or judgment that person recovers from any responsible party or insurer.
2. all rights of recovery against any responsible party or insurer must be maintained and preserved for **our** benefit.
3. **insured persons**, if **we** ask, must take proper action in their name to recover damages from any responsible party or insurer. **We** will select the attorney. **We** will pay all related costs and fees.

We will not ask the **insured person** to sue the insured of an insolvent insurer.

Payments Of Loss By Us

Any amount due is payable to the **insured person**, to the parent or guardian of any injured minor, or to the spouse of any **insured person** who dies. However, **we** may pay any person lawfully entitled to recover the damages.

Action Against Us

No one may sue **us** under this coverage unless there is full compliance with all the policy terms.

If We Cannot Agree

If the **insured person** or **we** do not agree on that person's right to receive any damages or the amount, then at the written request of either, the disagreement will be settled by arbitration. Arbitration will take place under the rules of the American Arbitration Association unless either party objects.

If either party objects, the following method of arbitration will be used instead. The **insured person** will select one arbitrator. **We** will select another. The two arbitrators will select a third. If they can not agree on a third arbitrator within 30 days, the judge of the court of record in the county of jurisdiction where arbitration is pending will appoint the third arbitrator. The written decision of any two arbitrators will determine the issues. All expenses and fees, not including counsel fees or adjuster fees, incurred because of arbitration, will be paid as determined by the arbitrator.

Part 4—Protection Against Loss To The Motorcycle

Other information applicable to all these coverages appears after all the coverage descriptions.

Motorcycle Collision Insurance

If a premium is shown on the Policy Declarations for Motorcycle Collision Insurance, **we** will pay for direct and accidental loss to an **insured cycle** from a collision with another object or by upset of that **cycle**.

For no additional charge, **we** will pay for direct and accidental loss to any motorcycle helmets worn by **you** or any **passenger** on **your cycle** at the time of a collision. The damage to the helmet must occur as a direct result of the collision, and the helmet must be made available for **our** inspection.

The total limit of **our** liability for each helmet loss will be the lesser of the following amounts:

1. the actual cash value of the helmet at the time of the loss;
2. the cost to repair the helmet;
3. the difference between the value of the helmet prior to the collision and immediately following the collision; or
4. \$500 per helmet.

Motorcycle Comprehensive Insurance

If a premium is shown on the Policy Declarations for Motorcycle Comprehensive Insurance, **we** will pay for direct and accidental loss to an **insured cycle** not caused by collision. Loss caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, and riot or civil commotion is covered. Glass breakage, whether or not caused by collision, and collision with a bird or animal is covered. Plastic or other materials used by the manufacturer as substitutes for glass will also be considered glass.

If by agreement between **you** and **us**, glass is repaired rather than replaced, the deductible amount will not be subtracted from a glass breakage loss.

Towing And Labor Costs Coverage

If a premium is shown on the Policy Declarations for Towing and Labor Costs, **we** will pay costs for labor performed at the

initial place of disablement and for towing made necessary by the disablement. The total limit of **our** liability for towing and labor caused by a single loss is shown on the Policy Declarations.

Rental Reimbursement Coverage

If a premium is shown on the Policy Declarations for Rental Reimbursement Coverage, and if **you** have a covered collision or comprehensive loss that involves a **cycle** for which this Rental Reimbursement was purchased, **we** will reimburse **you** for **your** cost of renting an automobile from a rental agency or garage. **We** will not pay more than the dollar amount per day shown on the Policy Declarations. **We** won't pay mileage charges.

If **your insured cycle** is disabled by a covered collision or comprehensive loss, coverage starts the day of the loss. If **your insured cycle** is drivable, coverage starts the day the **cycle** is taken to a garage for repairs. If the entire **insured cycle** is stolen, coverage begins the day **you** report the theft to **us**.

Coverage ends when whichever of the following occurs first:

1. if the **cycle** is disabled by a collision or comprehensive loss, completion of repairs or replacement of the **cycle**;
2. if the **cycle** is stolen, when **we** offer settlement, or **your cycle** is returned to use; or
3. thirty full days of coverage.

Optional Or Added Equipment Coverage

If a premium is shown on the Policy Declarations for Optional Or Added Equipment Coverage, **we** will pay for damage caused by a covered collision or comprehensive loss to any Optional or Added Equipment.

Optional or Added Equipment means any equipment, devices, accessories, enhancements, and changes, other than those that are installed by the original manufacturer as part of the original sale. Optional or Added Equipment includes, but is not limited to, dealer added items as part of the original sale, **sound systems**, crash bars, custom seats, sissy bars, windshields, fairings, saddle bags, tank bags, trunk and luggage racks, custom light bars, custom exhaust systems, and trailers. Trailers must be designed for use with an **insured cycle**. Optional or Added Equipment also includes cycle safety riding apparel, other than helmets, while in, on or being used in connection with the **insured cycle**.

You must fully disclose to **us** all Optional or Added Equipment added.

Additional Payments We Will Make

1. **We** will pay up to \$200 for loss of clothing, other than motorcycle safety apparel, and personal luggage, including its contents, belonging to **you** or a **resident** relative while it is in or upon **your insured cycle**.

This coverage applies only when:

- a) the loss is caused by collision and **you** have purchased collision insurance;
 - b) the entire **cycle** is stolen, and **you** have purchased comprehensive insurance; or
 - c) physical damage is done to the **cycle** and to the clothing and luggage caused by earthquake, explosion, falling objects, fire, lightning, or flood and **you** have purchased comprehensive insurance.
2. **We** will repay **you** up to \$10 for the cost of transportation from the place of theft of an **insured cycle** or disablement of the **cycle** to **your** destination, if:
 - a) the entire **cycle** is stolen and **you** have comprehensive insurance under this policy; or
 - b) the **cycle** is disabled by a collision or comprehensive loss, and **you** have the coverage under this policy applicable to the loss.
 3. If **you** have purchased collision or comprehensive insurance under this policy, **we** will pay general average and salvage charges imposed when **your insured cycle** is being transported.

Additional Definitions For Part 4

1. For Part 4, **Insured Cycle** means any **cycle you** own which is described on the Policy Declarations. This also includes:
 - a) a **replacement cycle**;
 - b) an **additional cycle**; or
 - c) a **substitute cycle**.
2. **Insured Person(s)** means, while using an **insured cycle**:
 - a) **you**;
 - b) any **resident** relative; and
 - c) any other person using it with **your** permission.
3. **Sound System** means any device within the **insured cycle** designed for:
 - a) voice or video transmission, or for voice, video or radar signal reception;

- b) recording or playing back recorded material; or
- c) supplying power to cellular or similar telephone equipment;

and which is not standard equipment or is not permanently installed by the original manufacturer of **your cycle** as part of the original sale.

Exclusions—What Is Not Covered

The coverages in Part 4 do not apply to:

1. property damage intended by, or reasonably expected to result from, the intentional or criminal acts of an **insured person**. This exclusion applies even if:
 - a) such **insured person** lacks the mental capacity to control or govern his or her conduct;
 - b) such property damage is of a different kind or degree than intended or reasonably expected; or
 - c) such property damage is sustained by a different person than intended or reasonably expected.

This exclusion does not apply to damages arising out of an act of domestic violence as defined by the Alaska Insurance Code.

2. any **cycle** used for the transportation of people or property for a fee. This exclusion does not apply to ride-share arrangements. This exclusion also does not apply to the use of an **insured cycle** for charitable events.
3. any damage or loss resulting from war or warlike acts, including, but not limited to any insurrection, rebellion, or revolution.
4. loss due to radioactive contamination.
5. any damage resulting from:
 - a) wear and tear;
 - b) freezing; or
 - c) mechanical or electrical breakdown;
 unless the damage is the burning of wires used to connect electrical components, or the result of other loss covered by this policy.
6. loss to tires, unless stolen or damaged by fire, malicious mischief, or vandalism. Coverage is provided if the damage to tires occurs at the same time and from the same cause as other loss covered by this policy.
7. loss, other than collision, to any **insured cycle sound system**, including any apparatus in or on the **cycle** designed for use with that system.

This exclusion will not apply if **you** have purchased additional coverage for **your sound system** under Optional Or Added Equipment Coverage.

8. loss, other than collision, to any tapes, compact discs, or similar items used with any **insured cycle sound system**.
9. loss to any optional or added equipment not included as standard equipment by the manufacturer of **your cycle** as part of the original sale. This exclusion does not apply if you have purchased Optional Or Added Equipment Coverage for this equipment under this policy.
10. loss or damage arising out of the participation in any prearranged, organized or spontaneous:
 - a) racing contest;
 - b) speed contest;
 - c) demolition contest;
 - d) stunt contest;
 - e) off-road contest;
 - f) **cycle** performance, maneuvering, or endurance contest; or

in practice or preparation for any contest of this type.
11. loss which results from the bankruptcy, insolvency, or fraudulent activity of any person who has possession of **your insured cycle** for the purpose of a consignment sale.
12. loss due to seizure, confiscation or taking away by any means, with or without **your** cooperation, of any **cycle** by any police or governmental agency, body, or authority, for any reason whatsoever. This exclusion applies whether or not **you** are or were a bona fide purchaser in good faith of the **cycle**.
13. loss due to conversion or embezzlement by any person who has the **cycle** due to any rental, lease, lien or sales agreement.
14. any device that is designed for the detection of radar or laser.

Right To Appraisal

If **you** and **we** fail to agree on the amount of a covered loss, either may make written demand upon the other to submit the dispute for appraisal. Within 10 days of the written demand, **you** and **we** must notify the other of the competent appraiser each has selected. The two appraisers will promptly choose a competent and impartial umpire. Not later than 15 days after the umpire has been chosen, unless the

time period is extended by the umpire, each appraiser will separately state in writing the amount of the loss. If the appraisers submit a written report of agreement on the amount of the loss, the agreed amount will be binding upon **you** and **us**. If the appraisers fail to agree, the appraisers will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding upon **you** and **us**. All expenses and fees, not including counsel or adjuster fees, incurred because of the appraisal shall be paid as determined by the umpire. Except as specifically provided, nothing in this provision is intended to or shall in any manner limit or restrict the rights of any **insured person** or **us**, or confer any rights to an **insured person** or **us**.

Payment Of Loss By Us

We may pay for the loss in money, or may repair or replace the damaged or stolen property. **We** may, at any time before the loss is paid or the property is replaced, return at **our** own expense any stolen property, either to **you** or at **our** option to the address shown on the Policy Declarations, with payment for any resulting damage. **We** may take all or part of the property at the agreed or appraised value. **We** may settle any claim or loss either with **you** or the owner of the property.

Limits Of Liability

This clause applies to all Part 4 coverages except motorcycle helmet coverage.

Our limit of liability is the least of:

1. the actual cash value of the property or damaged part of the property at the time of loss, which may include deduction for depreciation;
2. the cost to repair or replace the property or part to its physical condition at the time of loss using parts produced by or for the vehicle's manufacturer, or parts from other sources, including but not limited to, non-original equipment manufacturers, subject to applicable state laws and regulations; or
3. the limit shown on the Policy Declarations for Optional or Added Equipment.

Any applicable deductible amount is then subtracted.

If **we**, at **our** option, elect to pay for the cost to repair or replace the property or part, **our** liability does not include any decrease in the property's value, however measured, resulting from the loss and/or repair or replacement.

If **we**, at **our** option, elect to pay for the cost to repair or replace the property or part, **we** may make betterment deductions attributable to the poorer condition of, or prior damage to, the insured vehicle. **We** may also deduct for betterment if the deductions are for prior wear and tear, missing parts and rust damage that is reflective of the general overall condition of the vehicle considering its age. However, deductions for prior wear and tear, missing parts and rust damage that is reflective of the general overall condition of the vehicle considering its age may not exceed \$500.

When more than one coverage under this Part 4 of the policy is applicable to the loss, each applicable coverage will pay on a proportionate basis. This policy will not pay more than once for the same element of loss.

If There Is Other Insurance

If there is other insurance covering the loss at the time of the accident, **we** will pay only **our** share of any damages. **Our** share is determined by adding the limits of this insurance to the limits of all other insurance that applies on the same basis and finding the percentage of the total that **our** limits represent.

When this insurance covers a **substitute cycle, replacement cycle** or **additional cycle**, **we** will pay only after all other collectible insurance has been exhausted.

Action Against Us

No one may sue **us** under this coverage unless there is full compliance with all the policy terms.

No Benefit To Bailee

This insurance will not benefit any person or organization who may be caring for or handling **your** property for a fee.

Loss Payable Clause

If a Lienholder and/or Lessor is shown on the Policy Declarations, **we** may pay loss or damage under this policy to **you** and the Lienholder and/or Lessor as its interest may appear, except:

1. where fraud, misrepresentation, material omission, or intentional damage has been committed by or at the direction of **you**.
2. when the vehicle(s) is intentionally damaged, destroyed or concealed by or at the direction of **you** or any owner.

3. when **you** or any owner makes fraudulent statement(s) or engages in fraudulent conduct in connection with any accident or loss for which coverage is sought.

The Lienholder and/or Lessor must notify **us** of any change in ownership or hazard that is known.

If **you** or any owner fails to render proof of loss within the time granted in the policy, the Lienholder and/or Lessor must do so in the form and manner described in the policy. The Lienholder and/or Lessor are subject to the provisions of the policy relating to appraisal, time of payment and bringing suit.

We may cancel this policy according to its terms. **We** will notify the Lienholder and/or Lessor at least ten days prior to the date of cancellation that the cancellation is effective as to the interest of the Lienholder and/or Lessor.

Whenever **we** pay the Lienholder and/or Lessor any sum for loss or damage under this policy, **we** will be subrogated to the extent of payment to the rights of the party to whom payment was made. However, these subrogation provisions must in no way impair the rights of the Lienholder and/or Lessor to recover the full amount of its claim from the insured.

The Lienholder and/or Lessor has no greater rights under the provisions of the policy than the insured.