

# Motor Home Policy

AU14161-1

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## The Company Named in the Policy Declarations

A Stock Company - Home Office: Northbrook, Illinois 60062

### General

The coverages of this policy apply only when a specific premium is indicated for them in the Policy Declarations. If more than one **motor home** is insured, a coverage premium will be shown for each **motor home**. **We**, relying upon the Policy Declarations, subject to all terms of the policy and for payment of the premiums, make the following agreements with **you**.

### When And Where The Policy Applies

During the policy period, **your** policy applies to losses to the **motor home**, accidents and occurrences within the United States of America, its territories or possessions or Canada, or between their ports. The policy period is shown in the Policy Declarations.

### Insurance Coverage In Mexico

Motor home accidents in Mexico are subject to the laws of Mexico—**NOT** the United States. Unlike the United States, Mexico considers some motor home accidents a **CRIMINAL OFFENSE** as well as a civil matter.

In some cases, the coverage under 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 **motor home** coverage from a licensed Mexican insurance company before driving into Mexico.

However, when possible, coverage will be afforded for an insured **motor home** while that **motor home** 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 the insured **motor home** or replacement of any part(s) while the **motor home** is in Mexico, the basis for adjustment of the claim will be as follows: any amount payable resulting from any 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 or replacement parts made at the nearest point in the United States where the repairs or replacements can be made. The costs for towing, transportation and salvage operations of the **motor home** while within Mexico are not covered under this policy.

## Changes

### Premium Changes

The premium for each **motor home** is based on the 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.

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

1. **motor homes** insured by the policy, including changes in use.
2. drivers residing in **your** household, their ages or marital statuses.
3. coverages or coverage limits.
4. rating territory.
5. discount eligibility.

Any calculation or adjustment in **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 concerning **motor homes** and persons insured by the policy. To properly insure **your motor home**, **you** should 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 30 days when **you** acquire an additional or replacement **motor home** or if **your** inoperable **motor vehicle** not described in the Policy Declarations

becomes operational. If **you** do not, certain coverages of this policy may not apply.

### **Combining Limits Of Two Or More Motor Homes Prohibited**

The limits of liability applicable to any one **motor home** shown in the Policy Declarations will not be combined with or added to the limits of liability applicable to any other **motor home** shown in the Policy Declarations or covered by the policy, even though a separate premium is charged for each of those **motor homes**, regardless of the number of:

1. vehicles or persons shown in 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 **motor homes** are shown in the Policy Declarations and one of these **motor homes** is involved in an accident, the limits of liability shown in the Policy Declarations for the involved **motor home** will apply. If none of the **motor homes** shown in the Policy Declarations is involved in the accident, the highest limits of liability shown in the Policy Declarations for any one **motor home** will apply.

### **Out Of State Insurance**

The limits of **our** liability under Bodily Injury and Property Damage will be automatically increased, if necessary, to comply with the limits required by any applicable motor vehicle financial responsibility law.

This provision applies if an insured person is using an insured **motor home** in another state or province with higher limit requirements.

The limits of **our** liability and the types of coverage under this policy are automatically expanded, if necessary, to meet the requirements of any applicable compulsory insurance or similar law. This expansion of coverage applies only to the extent that non-residents are required to meet such requirements and only whenever the non-resident uses an insured **motor home** in that state or province.

The insurance under this endorsement is reduced to the extent that there is other valid and collectible insurance of this or any other motor vehicle insurance policy. In no event will any person be entitled to duplicate payments for the same elements of loss.

### **Transfer**

This policy cannot be transferred to another person 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 persons covered on the date of **your** death.

### **Termination**

If **we** offer to renew **your** policy and **your** required premium payment is not received when due, **you** will have rejected **our** renewal offer. This means that the insurance coverage described in the renewal offer and any endorsements to the renewal offer will not become effective.

### **Non-Renewal**

If **we** do not intend to renew **your** policy beyond the current policy period, **we** will mail **you** notice at least 30 days before the end of the policy period.

### **Cancellation**

**You** may cancel this policy by writing and telling **us** on what future date **you** wish to stop coverage.

During the policy period, **we** may cancel part or all of this policy by mailing notice to **you** at **your** last known address. If **we** cancel this policy because **you** did not pay the premium, the date of cancellation will be at least ten days after the date of mailing. Otherwise, **we** will give **you** at least 30 days notice.

Mailing the notice will be proof of notice. Any refund due will be calculated using the rules, rates and forms in effect, and on file if required, for **our** use in **your** state. Cancellation will be effective even though the refund is not made immediately. Any unearned premium amounts under \$2.00 will be refunded only upon **your** request.

After **your** 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. **the policy was obtained or renewed through material misrepresentation or there is material misrepresentation in the submission of any claim;**
3. **you** or any member of **your** household has had a driver's license suspended or revoked during the last 12 months; or

4. we have mailed notice within the first 60 days that we do not intend to continue the policy.

### What Law Will Apply

This policy is issued in accordance with the laws of Oregon and covers property or risks principally located in Oregon. 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 Oregon.

If a covered loss to the **motor home**, a covered **motor home** accident, or any other occurrence for which coverage applies under this policy happens outside Oregon, claims or disputes regarding that covered loss to the **motor home**, covered **motor home** accident, or other covered occurrence may be governed by the laws of the jurisdiction in which that covered loss to the **motor home**, covered **motor home** 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 Oregon. 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 Oregon, provided that such persons are subject to or consent to suit in the courts specified in this paragraph.

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

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

### Fraud Or Misrepresentation

**We** may 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.

### Payment

If **your** payment of the initial premium amount due 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.

### 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.

## Part 1—Motor Home Liability Insurance

### Bodily Injury

### Property Damage

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**We** will pay damages an insured person is legally obligated to pay because of:

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

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

**We** will defend an insured person sued as the result of an accident involving an insured **motor home**. **We** will choose the counsel and **we** may settle any claim or suit if **we** feel it is proper. **We** will not defend an insured person sued for damages which are not covered by this policy.

### Additional Payments We Will Make

In defending an insured person under this part, **we** will pay for:

1. loss of wages or salary not to exceed \$50 per day. These payments will be made when that person's attendance is required at a trial to defend against a bodily injury suit. **We** will also pay other reasonable expenses incurred at our request but not other loss of income or earnings.
2. court costs for defense.
3. interest accruing on damages awarded, until such time as **we** have paid, formally offered, or deposited in court the amount for which **we** are liable under this policy. Interest will be paid only on damages which do not exceed **our** limits of liability.
4. 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 to furnish these bonds.

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

1. the cost of any bail bonds required because of an accident or traffic law violation involving the use of the insured **motor home**. Payment will not exceed \$300 per bond. **We** have no obligation to apply for or to furnish a bond.
2. any expense incurred for first aid to others at the time of an accident involving the insured **motor home**.

### Insured Persons

1. While using **your** insured **motor home**:
  - a) **you**,
  - b) any **resident**, and
  - c) any other person using it with **your** permission.
2. While using a non-owned **motor home**:
  - a) **you**, and
  - b) any **resident** relative using a **motor home**.
3. Any other person or organization liable for the use of an insured **motor home** provided:
  - a) the **motor home** is not owned or hired by the person or organization; and
  - b) the use is by an insured person under 1. or 2. above, and only for that insured person's acts or omissions.

### Insured Motor Homes

1. Any **motor home** described in the Policy Declarations and the **motor home you** replace it with.
2. Additional **motor homes you** acquire ownership of during the policy period. This **motor home** will be covered if **we** insure all other **motor homes you** own. **You** must, however, notify **us** within 30 days of acquiring the **motor home** and pay any additional premium.
3. A substitute **motor vehicle**, not owned by **you** or a **resident**, being temporarily used while **your** insured **motor home** is being serviced or repaired, or if **your** insured **motor home** is stolen or destroyed.
4. A non-owned **motor home** used by **you** or a **resident** relative with the owner's permission. This **motor home** must not be available or furnished for the regular use of an insured person.
5. A trailer while attached to an insured **motor home**. The trailer must be designed for use with a **motor home**.

### Definitions

1. **We, Us or Our** means the company shown in the Policy Declarations of the policy.
2. **Bodily Injury** means bodily injury, sickness, disease or death.
3. **Motor Home** means a self-propelled **motor vehicle** equipped, designed or used as a living quarters.
4. **Motor Vehicle** means a land motor vehicle or trailer other than:
  - a) a vehicle or other equipment designed for use principally off public roads, while not upon public roads;
  - b) a vehicle operated on rails or crawler-treads; or
  - c) a vehicle when used primarily as a residence or premises.
5. **Resident or Reside** means a person who physically resides in **your** household with the intention of continuing residence there. **Your** unmarried dependent children, and **your** dependent children who are not a party to a domestic partnership as defined by the Oregon Family Fairness Act of 2007, while temporarily away from home will be considered residents if they intend to resume residing in **your** household.

6. **You** or **Your** means the policyholder named in the Policy Declarations and that policyholder's **resident** spouse or **resident** partner as defined by the Oregon Family Fairness Act of 2007.

### 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:
  - a) the use of a non-owned **motor home** while used to carry persons or property for a charge or while available for hire by the public; and
  - b) the use of **your** insured **motor home** while used to carry persons or property for a charge or while available for hire by the public, to the extent that the limits of liability for this coverage exceed the limits of liability required by the Oregon Financial Responsibility Law as described on a separate document in **your** policy mailing.

This exclusion does not apply to shared-expense car pools.
2. **bodily injury** or property damage arising out of the use of a non-owned **motor home** while being used in business operations such as repairing, servicing, testing, washing, parking, storing or selling of **motor homes** or other vehicles.
3. **bodily injury** or property damage arising out of the use of a non-owned **motor home** while being used in any business or occupation of an insured person. Coverage does apply while **you**, **your** chauffeur or domestic servant are using a **motor home** or trailer.
4. **bodily injury** or property damage arising out of the ownership, maintenance or use by an insured person of a **motor vehicle** with less than four wheels.
5. **bodily injury** to an employee of any insured person arising in the course of employment. Coverage does apply to **your** domestic employee who is not required to be covered by a workers' compensation law or similar law.
6. **bodily injury** to a co-worker injured in the course of employment, if benefits are paid or payable under any workers' compensation law. Coverage does apply to **you**.
7. damage to or destruction of property an insured person owns, is in charge of, or rents. Coverage does apply to a garage rented by that person.
8. **bodily injury** or property damage caused intentionally by or at the direction of an insured person.
9. **bodily injury** or property damage which would also be covered under nuclear energy liability insurance, in excess of the minimum limits of liability coverage required by the Oregon Financial Responsibility Law as described on a separate document in **your** policy mailing. This applies even if the limits of the nuclear energy liability insurance are exhausted.
10. **bodily injury** or property damage arising out of the participation in any prearranged, organized or spontaneous:
  - a) racing contest;
  - b) speed contest; or
  - c) use of an **auto** at a track or course designed or used for racing or high performance driving,

or in practice or preparation for any contest of this type, in excess of the minimum limits of liability coverage required by the Oregon Financial Responsibility Law as described on a separate document in **your** policy mailing.
11. **bodily injury** or property damage sustained while occupying **your motor home** as a permanent or primary residence.
12. **bodily injury** or property damage sustained while **your motor home** is rented, leased or loaned for a charge to any person or organization other than **you**.

### Financial Responsibility

This liability coverage is in accordance with the coverage defined in, and subject to the provisions of, the Oregon Financial Responsibility Law as described on a separate document in **your** policy mailing. This liability coverage will comply to the extent of liability coverage and limits required by the law.

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

### Limits Of Liability

The limits shown in the Policy Declarations are the maximum **we** will pay for any single accident involving an insured **motor**

**home.** The limit stated for each person for **bodily injury** is **our** total limit of liability for all damages because of **bodily injury** sustained by one person in any single accident involving an insured **motor home**, including all damages sustained by anyone else as a result of that **bodily injury**. Subject to the limit for each person, the limit stated for each occurrence is **our** total limit of liability for all damages for **bodily injury** sustained by two or more persons in any single accident involving an insured **motor home**. For property damage, the limit stated for each occurrence is **our** total limit of liability for property damage sustained in any single accident involving an insured **motor home**.

The liability limits apply to each insured **motor home** as shown in the Policy Declarations. The insuring of more than one person or **motor home** under this policy will not increase **our** liability limits beyond the amount shown for any one **motor home**, even though a separate premium is charged for each **motor home**. The limits also will not be increased if **you** have other motor home insurance policies that apply. There will be no duplication of payments made under the Bodily Injury Liability, Personal Injury Protection and Uninsured Motorists coverages of this policy.

A **motor home** and attached trailer are considered one **motor home**.

### If There Is Other Insurance

If an insured person is using a substitute **motor home** or non-owned **motor home**, **our** liability insurance will be excess over other collectible insurance. However, this policy will pay on a primary basis when such other collectible insurance is provided by a policy issued to a person in the business of selling, renting, leasing or repairing **motor homes**, who in the course of that business, loans, rents, donates use of or otherwise provides a **motor home** to another person. If more than one policy applies to an accident involving **your** insured **motor home**, **we** will bear **our** proportionate share with other collectible liability insurance.

### Assistance And Cooperation

At **our** request, an insured person will:

1. cooperate with **us** and assist **us** in any matter concerning a claim or suit;
2. help **us** enforce any right of recovery against any person or organization who may be liable to an insured person;
3. attend any hearing or trial;

4. assist **us** by collecting and giving evidence and obtaining witnesses.

An insured person will not voluntarily pay any money, assume any obligations, or incur any expense, other than for first aid to others at the time of the loss as provided for in this policy.

### Action Against Us

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

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.

### Bankruptcy Or Insolvency

Bankruptcy or insolvency of the insured shall not relieve **us** of any of our obligations hereunder. If any person or legal representative of the person shall obtain final judgment against the insured because of any such injuries, and execution thereon is returned unsatisfied by reason of bankruptcy, insolvency or any other cause, or if such judgment is not satisfied within 30 days after it is rendered, then such person or legal representative of the person may proceed against **us** to recover the amount of such judgment, either at law or in equity, but not exceeding the limit of this policy applicable thereto.

### What To Do In Case Of A Motor Home Accident Or Claim

In the event of a **motor home** accident or claim, **you** must do the following:

1. Promptly notify **us** or **our** agent, stating:
  - a) **your** name and policy number;
  - b) the date, the place and the circumstances of the accident or claim;
  - c) the name and address of anyone who might have a claim against an insured person; and
  - d) the names and addresses of any witnesses.
2. Promptly send **us** any legal papers relating to the loss.



## Part 2—Motor Home Personal Injury Protection

We will pay to or on behalf of an **injured person** the following benefits. Payments will be made only when **bodily injury** is caused by an accident arising from the use of a **motor home** as a **motor vehicle**.

### 1. Medical And Hospital Expenses

All reasonable and necessary expenses incurred within one year from the date of the accident. This covers medical, hospital, dental, surgical, ambulance, prosthetic services, x-ray and professional nursing services.

### 2. Income Continuation

70% of loss of income or earnings of the **injured person**, who was usually engaged in a gainful occupation. This inability to work must be caused by injury sustained in the **motor vehicle** accident. The period of disability must continue for at least 14 days. The period of disability ends upon death or the date the **injured person** is able to return to that person's usual occupation. Coverage is subject to a maximum payment period in the aggregate of 52 weeks.

### 3. Loss Of Services

All reasonable expenses incurred in obtaining from others essential services usually performed by the **injured person**, not for income had the injury not occurred. The essential services must be performed by a person who is not related to the **injured person** or residing in the **injured person's** household. The **injured person** should not have been in a gainful occupation at the time of injury to be eligible for this benefit. The period of disability must continue for 14 days.

The period of disability ends upon the death or the date the **injured person** is reasonably able to perform such services. Coverage is subject to a maximum payment period in the aggregate of 52 weeks.

### 4. Funeral Expenses

All reasonable and necessary expenses incurred within one year for funeral, burial or cremation services.

### 5. Child Care Expense

Child care expenses incurred if an **injured person** is a parent of a minor child and is required to be hospitalized for a minimum of 24 hours due to injury sustained in a

**motor vehicle** accident. Coverage begins after a 24 hour period of hospitalization. Coverage ends:

- a) upon death;
- b) the date the **injured person** is able to return to that person's usual occupation; or
- c) the date the **injured person** is able to perform essential services that person would have performed without income if the person is usually not employed.

## Definitions

1. **We, Us or Our** means the company shown in the Policy Declarations of the policy.
2. **Bodily Injury** means bodily injury, sickness, disease or death.
3. **Injured Person** means **you** or a **resident** relative who sustains **bodily injury**:
  - a) while in, on, getting into or out of a **motor vehicle**; or
  - b) when struck as a pedestrian by any **motor vehicle**.

Any other person who sustains **bodily injury**:

  - a) while in, on, getting into or out of an **insured motor vehicle**;
  - b) when struck as a pedestrian by an **insured motor vehicle**.
4. **Insured Motor Vehicle** means a four-wheel private passenger or station wagon type **motor vehicle**, not available by **you** or a **resident** relative for hire to the public, to which the bodily injury liability insurance of this policy applies.

This includes any other four-wheel **motor vehicle** of the utility, pickup body, sedan delivery or panel truck type not used for wholesale or retail delivery other than farming. This also includes a **motor home** and a farm truck.

5. **Motor Vehicle** means a self-propelled land motor vehicle or trailer. It does not include:
  - a) a vehicle or other equipment designed for use principally off public roads, while not upon public roads;
  - b) a vehicle operated on rails or crawler-treads; or
  - c) a vehicle when used as a residence or premises.
6. **Resident or Reside** means a person who physically resides in **your** household with the intention of continuing residence there. **Your** unmarried dependent

children, and **your** dependent children who are not a party to a domestic partnership as defined by the Oregon Family Fairness Act of 2007, while temporarily away from home will be considered residents if they intend to resume residing in **your** household.

7. **You** or **Your** means the policyholder named in the Policy Declarations and that policyholder's **resident** spouse or **resident** partner as defined in the Oregon Family Fairness Act of 2007.

### Exclusions—What Is Not Covered

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

1. to **you** or any **resident** relative while in, on, getting into or out of a **motor vehicle** not described on the Policy Declarations, which is owned by **you** or furnished for **your** regular use and not insured for Personal Injury Protection.
2. to a **resident** relative while in, on, getting into or out of any **motor vehicle** not described in the Policy Declarations, which is owned by that person or furnished for that person's regular use and not insured for Personal Injury Protection.
3. to any person while in, on, getting into or out of a **motor vehicle**, other than an **insured motor vehicle**, for which and to the extent that personal injury protection benefits are in effect.
4. to or on behalf of any person who intentionally causes a self-injury.
5. to any person while participating in any prearranged or organized racing or speed contest or in practice or preparation for any contest of this type.
6. to or on behalf of any pedestrian, other than **you** or a **resident** relative, with regard to Income Continuation and Loss of Services benefits in an accident which occurs outside the State of Oregon.
7. to **you** or any **resident** relative while on, getting onto or off of a motorcycle or moped as those vehicles are defined in Oregon law.
8. to **you** or any **resident** relative while in, on, or getting into or out of any **motor vehicle**, other than a private passenger **motor vehicle** as defined by Oregon law.
9. to or on behalf of any person who willfully conceals or misrepresents any material fact in connection with a claim for personal injury protection benefits.

### Limits Of Liability

The limits of **our** liability for Motor Home Personal Injury Protection are stated in the Policy Declarations. These amounts are the maximum **we** will pay per **injured person** for any **motor vehicle** accident, regardless of the number of vehicles insured under this or other policies.

**We** will not pay more than:

1. the amount stated in the Policy Declarations for Medical and Hospital Expenses; however, the benefits for **you** or a **resident** relative will be reduced by any applicable deductible.
2. the amount shown in the Policy Declarations for Income Continuation benefits.
3. the amount shown in the Policy Declarations for Loss of Services benefits.
4. the amount shown in the Policy Declarations for Funeral Expenses.
5. the amount shown per day in the Policy Declarations for Child Care Expenses, not to exceed the maximum amount shown in the Policy Declarations.

Any amount payable will be reduced by all amounts paid or payable under:

1. any workers' compensation;
2. any similar medical or disability benefits law (excluding Medicare); or
3. the Bodily Injury Liability Coverage of this policy.

Any amount payable to any pedestrian, other than **you** or a **resident** relative, will be reduced by any kind of collateral benefits. This includes insurance benefits under another policy, government benefits, or gratuitous benefits.

### Unreasonable Or Unnecessary Medical Expenses

If the **injured person** incurs medical expenses which are unreasonable or unnecessary, **we** may refuse to pay for those expenses and contest them. A provider may not charge **us** an amount that exceeds the lesser of: (a) the amount the provider charges the general public; or (b) an amount that exceeds the fee schedules for medical services published

pursuant to Oregon Revised Statutes (ORS) 656.248 for expense of medical, hospital, dental, surgical, ambulance, and prosthetic services.

If the **injured person** is sued by a medical services provider because **we** refuse to pay contested medical expenses, **we** will pay all defense costs and any resulting judgment against the insured person. **We** will choose the counsel. The insured person must cooperate with **us** in the defense of any claim or lawsuit. If **we** ask the **injured person** to attend hearings or trials, **we** will pay up to \$50 per day for loss of wages or salary. **We** will also pay other reasonable expenses incurred at **our** request.

### Action Against Us

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

### Notice; Proof Of Claim; Medical Reports

As soon as possible, the **injured person** or someone on that person's behalf, must give **us** written notice and proof of claim. It must include all details reasonably required by **us** to determine the amounts payable. The **injured person** must take physical examinations by physicians selected by **us** when and as often as **we** may reasonably require. **We** may also require any person making claim to submit to questioning under oath and to sign the transcript.

If an **injured person** or someone on that person's behalf sues a third party to recover damages from anyone believed responsible for the **bodily injury**, a copy of the summons, complaint or other documents pertaining to the lawsuit shall be sent to **us** as soon as possible.

Upon **our** request, the **injured person**, or someone on that person's behalf shall give **us** the necessary authorization to obtain medical reports, copies of records, and information with respect to loss of income. Prior to payment of Income Continuation benefits, **we** may require that an **injured person** cooperate in furnishing **us** reasonable proof of that person's inability to work.

### Our Right To Recover Benefits Furnished

When **we** provide personal injury protection benefits to or on behalf of any **injured person**, **we** may seek to recover the benefits **we** have provided by the following methods:

#### 1. Interinsurer Reimbursement

In accordance with Oregon Revised Statutes (ORS) 742.534, **we** may request reimbursement for the benefits **we** have provided directly from the motor vehicle liability

insurer or other insurer whose insured is or would be held legally liable for damages for injuries sustained by the **injured person**. Any disputes between the insurance companies as to liability or the amount of reimbursement will be decided by arbitration.

#### 2. Recovery by Lien

If the **injured person** makes a claim or brings legal action for damages for the injuries against any person, **we** may seek reimbursement for the benefits **we** have provided out of any recovery under the claim or legal action, in accordance with ORS 742.536.

The **injured person** must give **us** notice of the claim or legal action by personal service or by registered or certified mail. If **we** decide to seek reimbursement by this method, **we** will give written notice of **our** decision to the person making the claim or bringing the legal action and to the person against whom the claim is made or legal action is brought. **We** will provide this notice within 30 days from **our** receipt of notice or knowledge of the claim or legal action. If a legal action has been brought, **we** will file a return showing **our** service of the notice with the clerk of the court to give notice of **our** lien.

If **we** choose this method of reimbursement, serve the notice and, where applicable, file a return of service, **we** will have a lien against the cause of action for benefits **we** have provided, less an appropriate proportion of expenses, costs and attorney fees incurred by the **injured person**, as determined by ORS 742.536. If there is a legal action, it must be taken in the name of the **injured person**. The **injured person** must include as damages in the claim or legal action the benefits **we** have provided under this coverage.

#### 3. Subrogation

In accordance with ORS 742.538, if Interinsurer Reimbursement is not available to **us**, and if **we** have not chosen Recovery by Lien, **we** will be entitled to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of the **injured person** against any person legally responsible for the accident, up to the amount of the benefits **we** have provided less **our** share of expenses, costs and attorney fees incurred by the **injured person** in connection with the recovery.

All rights of recovery against any responsible party must be maintained and preserved for **our** benefit, up to the amount of the benefits **we** have provided. The **injured**

**person** must do whatever is proper to protect, and must not prejudice, these rights. The **injured person** must sign and deliver to **us** any documents that may be appropriate to protect **our** rights and obligations and those of the **injured person**.

At **our** written request, the **injured person** must take any necessary or appropriate action against any responsible person to recover as damages the benefits **we** have provided. The action will be taken in the name of the **injured person**. **We** will select the attorney. In the event of a recovery, **we** will also be reimbursed for the **injured person's** share of expenses, costs and attorney fees **we** have incurred, in accordance with ORS 742.538.

### Arbitration

If the person making the claim and **we** do not agree on the amount payable, then upon mutual consent, the disagreement will be settled by arbitration. Each party will select a competent and disinterested arbitrator. The two arbitrators will select a third. If they cannot agree on a third arbitrator within 30 days, the judge of the court of record in the county and state of jurisdiction where arbitration is pending will select a third arbitrator. The written decision of any two arbitrators will determine the issues. The person making claim will pay the arbitrator that person selects and **we** will pay the one **we** select. The expenses of the third arbitrator and all other expenses will be shared equally. **We** will reimburse the insured person for any costs of arbitration in excess of \$100. However, attorney fees and fees paid to medical or other expert witnesses are not considered arbitration expenses and are to be paid by the party incurring them. Unless the parties otherwise agree, arbitration will be conducted in the county and state where the person resides. Arbitration will be in accordance with Oregon statutes.

### Non-Duplication Of Benefits

No **injured person** will recover duplicate benefits for the same elements for loss under this or any coverage of this policy or under any similar first-party insurance, including approved plans of self-insurance.

## Part 3—Uninsured Motorists Insurance

**We** will pay those damages which an insured person is legally entitled to recover from the owner or operator of an uninsured **motor vehicle** because of **bodily injury** sustained by an insured person. If a separate limit is shown in the Policy Declarations for Uninsured Motorists Insurance—Property Damage, **we** will pay those damages which an insured person

is legally entitled to recover from the owner or operator of an uninsured **motor vehicle** because of **property damage** sustained to **your** insured **motor home**. **Bodily injury** or **property damage** must be caused by accident and arise out of the ownership, maintenance or use of an uninsured **motor vehicle**. **We** will not pay any punitive or exemplary damages.

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** are not bound by any resulting judgment.

### Insured Persons

1. **You** and any **resident** relative.
2. Any person while in, on, getting into or out of an insured **motor home** with **your** permission.
3. Any other person who is legally entitled to recover because of **bodily injury** to **you**, a **resident** relative, or an occupant of an insured **motor home** with **your** permission.

### An Insured Motor Home Is A Motor Vehicle:

1. described in the Policy Declarations. This includes the **motor home you** replace it with. The replacement must have at least four wheels and be designed for use principally upon public roads. **You** must, however, tell **us** within 30 days after **you** acquire the **motor home**. **You** must pay any additional premium. Coverage will not continue after 30 days if **we** are not notified of the replacement **motor home**.
2. **you** become the owner of during the policy period. This additional **motor vehicle**, which must be a **motor home** and have at least four wheels and be designed for use principally upon public roads, will be covered if **we** insure all other private passenger **motor homes you** own. **You** must, however, tell **us** within 30 days after **you** acquire the **motor home**. **You** must pay any additional premium. Coverage will not continue after 30 days if **we** are not notified of the additional **motor home**.
3. not owned by **you** or a **resident** relative if being temporarily used while **your** insured **motor home** is being serviced or repaired, or if **your** insured **motor home** is stolen or destroyed. The **motor vehicle** must be used with the owner's permission.

4. not owned by **you** or a **resident** relative if being operated by **you** with the permission of the owner, but not furnished for **your** regular use.
5. not made available for public hire by an insured person.

#### **An Uninsured Motor Vehicle Is:**

1. a **motor vehicle** which has no **bodily injury** or **property damage** liability insurance policy in effect at the time of the accident.
2. a **motor vehicle** covered by an insurance policy which does not provide at least the minimum security requirements of the state in which **your** insured **motor home** is principally garaged.
3. a **motor vehicle** for which the insurer denies coverage or the insurer becomes insolvent.
4. a hit-and-run **motor vehicle** which causes:
  - a) **bodily injury** to an insured person by physical contact with the insured or with a **motor vehicle** occupied by that person.
  - b) **property damage** to the insured **motor home** as a result of physical contact between the vehicles.

The identity of either the operator or the owner of the hit-and-run vehicle must not be ascertainable. The accident must be reported within 72 hours to the police. **We** must be notified within 30 days. **We** shall have a right to inspect the insured **motor home** or any **motor vehicle** the insured person was occupying at the time of the accident.

5. a phantom **motor vehicle** which causes:
  - a) **bodily injury** to an insured person without physical contact with the insured or with a **motor vehicle** occupied by that person.
  - b) **property damage** to the insured **motor home** without physical contact between the vehicles.

The facts of the accident must be corroborated by competent evidence. This evidence is to be other than testimony of any person having a claim under this or any similar insurance resulting from the accident. The identity of either the operator or the owner of the vehicle must not be ascertainable. The accident must be reported within 72 hours to the police. **We** must be notified within 30 days. **We** shall have a right to inspect the insured **motor home** or any other **motor vehicle** the

insured person was occupying at the time of the accident.

6. an underinsured **motor vehicle** which has liability protection, or a plan of self-insurance approved pursuant to Oregon Revised Statutes (ORS) 806.130, in effect and applicable at the time of the accident, but which provides recovery in an amount less than the applicable limit of liability for this coverage shown on the Policy Declarations.
7. a **stolen motor vehicle** which causes **bodily injury** to the insured person arising out of a **motor vehicle** accident.

#### **An Uninsured Motor Vehicle Is Not:**

1. a **motor vehicle** owned by any federal government or agency.
2. a **motor vehicle** owned by any state or local government or agency, unless such **motor vehicle** is owned by a public body or owned or operated by its officers, employees or agents acting within the scope of their employment or duties and recovery is limited, pursuant to Oregon Revised Statutes (ORS) 30.270, to an amount less than the applicable limit of liability for this coverage shown on the Policy Declarations.
3. a **motor vehicle** which is insured under Part 1 of this policy, unless such **motor vehicle** is a **stolen motor vehicle**.
4. a **motor vehicle** which is owned by or furnished for the regular use of **you** or any **resident** relative.

#### **Definitions**

1. **We, Us** or **Our** means the company shown in the Policy Declarations of the policy.
2. **Bodily Injury** means bodily injury, sickness, disease or death.
3. **Motor Home** means a self-propelled **motor vehicle** equipped, designed or used as a living quarters.
4. **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 primarily as a residence or premises.
5. **Property Damage** means damage to or destruction of **your** insured **motor home** caused by an uninsured **motor vehicle**, but does not include loss of use of **your** insured **motor home** or damage to personal property contained in **your** insured **motor home**.
  6. **Resident** or **Reside** means a person who physically resides in **your** household with the intention of continuing residence there. **Your** unmarried dependent children, and **your** dependent children who are not a party to a domestic partnership as defined by the Oregon Family Fairness Act of 2007, while temporarily away from home will be considered residents if they intend to resume residing in **your** household.
  7. **You** or **Your** means the policyholder named in the Policy Declarations and that policyholder's **resident** spouse or **resident** partner as defined by the Oregon Family Fairness Act of 2007.
  8. **Stolen motor vehicle** means an insured **motor vehicle** which causes **bodily injury** to the insured person arising out of a **motor vehicle** accident if:
    - a) the **motor vehicle** is operated without the consent of the insured person;
    - b) the operator of the **motor vehicle** does not have collectible **motor vehicle** bodily injury liability insurance;
    - c) the insured person or someone on behalf of the insured person reported the accident within 72 hours to the proper authorities in the state where the accident occurred; and
    - d) the insured person or someone on behalf of the insured person cooperates with the proper authorities in the prosecution of the theft of the vehicle.
  3. **bodily injury** or **property damage** sustained while in, on, or getting into or out of, on or off of, a vehicle **you** own which is insured for this coverage under another policy.
  4. **bodily injury** if the payment would directly or indirectly benefit any workers' compensation or disability benefits insurer, including a self-insurer.
  5. any punitive or exemplary damages or related defense costs, regardless of any other provision of this policy.
  6. the first \$300 of the total amount of all **property damage** resulting from any one accident when the damage is caused by a hit-and-run **motor vehicle** or a phantom **motor vehicle**.
  7. the first \$200 of the total amount of all **property damage** resulting from any one accident when the damage is caused by an uninsured **motor vehicle** other than a hit-and-run **motor vehicle** or a phantom **motor vehicle**.
  8. **bodily injury** or **property damage** arising from the participation in any prearranged, organized or spontaneous:
    - a) racing contest;
    - b) speed contest; or
    - c) use of an auto at a track or course designed or used for racing or high performance driving,
 or in practice or preparation for any contest of this type, in excess of the minimum limits of liability coverage required by the Oregon Financial Responsibility Law as described on a separate document in **your** policy mailing.
  9. **property damage** sustained by a replacement or an additional **motor vehicle** with less than four wheels.
  10. **property damage** sustained by a **motor vehicle** not owned by **you**.

### Exclusions—What Is Not Covered

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

1. **bodily injury** or **property damage** when a settlement has been made without **our** written consent.
2. **bodily injury** or **property damage** sustained while in, on, getting into or out of, on or off of, or when struck by an uninsured **motor vehicle** owned by **you** or a **resident** relative.

### Limits Of Liability

1. The coverage limit shown in the Policy Declarations for:
  - a) "each person" is the maximum that **we** will pay for 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**.
  - b) "each accident" is the maximum that **we** will pay for damages arising out of **bodily injury** to accident. This limit is subject to the limit for "each person."

- c) "each accident" is the total limit for damages arising out of injury to or destruction of all property insured under this coverage in any one **motor vehicle** accident.
2. 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 in the Policy Declarations; or
  - vehicles involved in the accident.
- The Uninsured Motorists Insurance limits apply to each insured **motor vehicle** as shown in the Policy Declarations. This means the insuring of more than one person or **motor home** under this or other **motor vehicle** policies will not increase **our** uninsured motorists limit of liability beyond the amount shown for any one **motor home**, even though a separate premium is charged for each **motor home**.
3. The limits for Uninsured Motorists Insurance will be reduced by all amounts paid by or on behalf of the owner or operator of the underinsured **motor vehicle**, including partial payments made by an insolvent insurer.
4. **We** are not obligated to make any payment for **bodily injury** or **property damage** under this coverage which arises out of the use of an underinsured **motor vehicle** until after the limits of liability for all liability protection in effect and applicable at the time of the accident have been exhausted by payment of judgments or settlements.
5. Subject to the above limits of liability, damages payable will be reduced by:
- all amounts paid by the owner or operator of the uninsured **motor vehicle**, including an underinsured **motor vehicle** or anyone else responsible. This includes all sums paid under the liability coverage of this or any other motor vehicle policy.
  - all amounts payable under any workers' compensation law, disability benefits law, or similar law, Motor Vehicle Personal Injury Protection or any similar coverage.

### If There Is Other Insurance

If more than one policy applies to the accident on a primary basis, the total benefits payable to any one person will not exceed the maximum benefits payable by the policy with the highest limit for uninsured motorists insurance. **We** will bear

**our** proportionate share with other collectible uninsured motorists benefits. This applies no matter how many **motor vehicles** or motor vehicle policies may be involved, whether written by **us** or another company.

If the insured person was in, on, getting into or out of a vehicle **you** do not own which is insured for this coverage under another policy, this coverage will be excess. This means that when the insured person is legally entitled to recover damages in excess of the other policy limit, **we** will only pay the amount by which the limit of liability of this policy exceeds the limit of liability of that policy.

With respect to **property damage**, this coverage will be excess over any other valid and collectible insurance against **property damage**.

### Proof Of Claim; Medical Reports

As soon as possible, **you** or any other person making claim must give **us** written proof of claim. It must include all details **we** may need to determine the amounts payable. **We** may also require any person making claim to submit to questioning under oath and to sign the transcript.

The insured person may be required to take medical examinations by physicians **we** choose, as often as **we** reasonably require. **We** must be given authorization to obtain medical reports and copies of records.

### Assistance And Cooperation

At **our** request, an insured person will:

- cooperate with **us** and assist **us** in any matter concerning a claim or suit;
- help **us** enforce any right of recovery against any person or organization who may be liable to an insured person;
- attend any hearing or trial; and
- assist **us** by collecting and giving evidence and obtaining witnesses.

An insured person will not voluntarily pay any money, assume any obligations, or incur any expense, other than for first aid to others at the time of the loss as provided for in this policy.



## 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** request, must take proper action in their names to recover damages from any responsible party or insurer. **We** will select the attorney and pay all related costs and fees.

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

## Payment Of Loss By Us

Any amount due is payable to the insured person, to the parent or guardian of an injured minor, or to the spouse or partner, as defined by the Oregon Family Fairness Act of 2007, of any insured person who dies. However, **we** may pay any person or estate 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.

**We** may not be sued under this coverage unless within two years from the date of the accident:

1. suit for **bodily injury** and/or **property damage** has been filed against the uninsured motorist in a court of competent jurisdiction, and, within two years from the date of settlement or final judgment against the uninsured motorist, the insured person has formally instituted arbitration proceedings or filed an action against the insurer in a court of competent jurisdiction;
2. agreement as to the amount due under this coverage has been concluded;
3. formal arbitration proceedings have been instituted; or
4. the insured person has filed an action against the insurer in a court of competent jurisdiction.

In the event that a claim under this coverage includes the death of an insured person, the above two year limitation will instead be three years.

## 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 upon mutual consent the disagreement will be settled under arbitration. The insured person will select one arbitrator and **we** will select another. The two arbitrators will select a third. If they cannot 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. The insured person will pay the arbitrator that person selects and **we** will pay the one **we** select. The expense of the third arbitrator and all other expenses of arbitration will be shared equally. **We** will reimburse the insured person for any costs of arbitration in excess of \$100. However, attorney fees and fees paid to medical and other expert witnesses are not considered arbitration expenses and are to be paid by the party incurring them.

Any award not exceeding the limits of the Financial Responsibility Law of Oregon will be binding, and may be entered as a judgment in a proper court.

When any arbitration award exceeds the Financial Responsibility limits in the State of Oregon either party has a right to trial on all issues in a court of competent jurisdiction. This right must be exercised within 60 days of the award. Costs, including attorney fees, are paid by the party incurring them.

## Part 4—Protection Against Loss To The Motor Home

The following coverages apply when indicated in the Policy Declarations. Additional payments, **motor homes** insured, definitions, exclusions and other information applicable to all these coverages appear beginning on page 17.

### Motor Home Collision Insurance

**We** will pay for direct and accidental loss to **your** insured **motor home** or a non-owned **motor home** (including insured loss to an attached trailer) from a collision with another object or by upset of that **motor home** or trailer. The deductible amount will not be subtracted from the loss payment in collisions involving **your** insured **motor home** and another **motor vehicle** insured by **us**.



### Motor Home Comprehensive Insurance

**We** will pay for direct and accidental loss to **your** insured **motor home** or a non-owned **motor home** not caused by collision. Coverage includes: glass breakage, missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water or flood, malicious mischief or vandalism, riot, civil commotion, and collision with a bird or animal.

**We** will pay up to \$2,500 for loss to a **sound system** permanently installed by the manufacturer in **your motor home** by bolts, brackets or other means, its antennas or other apparatus in or on **your motor home** used specifically with that system.

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

### Towing And Labor Costs

**We** will pay costs for labor done at the initial place of disablement and for towing made necessary by the disablement of **your** insured **motor home** or a non-owned **motor home**. The total limit of **our** liability for each loss is stated in the Policy Declarations.

### Rental Reimbursement Coverage

If **you** have collision or comprehensive coverage under this policy and the loss involves either coverage, **we** will repay **you** for **your** cost of renting a **motor home** or 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** will not pay mileage charges.

If **your** insured **motor home** is stolen, payment for transportation expenses will be made under the terms of paragraph 3. under **Additional Payments We Will Make**. However, the limits for this coverage will apply if they exceed the limits stated under **Additional Payments We Will Make**.

If **your** insured **motor home** is disabled by a collision or comprehensive loss, coverage starts the day after the loss. If it is drivable, coverage starts the day the **motor home** is taken to the garage for repairs.

Coverage ends when whichever of the following occurs first:

1. if the **motor home** is disabled by a collision or comprehensive loss, completion of repairs or replacement of the **motor home**;

2. if the **motor home** is stolen, when **we** offer settlement or **your motor home** is returned to use; or
3. 30 full days of coverage.

### Contents Coverage

**We** will pay for direct and accidental loss of or damage to covered property, caused by fire or lightning.

The following property is considered covered property while contained in, attached to, or used in connection with the **motor home** or **travel-trailer**:

1. household furniture, clothing, personal luggage, or other personal property belonging to **you** or a **resident** relative;
2. **sound systems** not installed by the manufacturer of **your motor home**, but permanently installed in **your motor home** by bolts, brackets or other means; and
3. tapes or similar items used with **sound systems**.

This coverage does not apply to property permanently attached to **your motor home** other than **sound systems** or to clothing and personal luggage for which insurance is otherwise provided under this policy.

In no event will **our** maximum liability under this coverage exceed the amount of the limit stated in the Policy Declarations for this coverage.

### Additional Payments We Will Make

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

This coverage applies only when:

- a) the loss is caused by collision and **you** have purchased collision insurance.
- b) the entire **motor home** is stolen, and **you** have purchased comprehensive insurance.
- c) physical damage is done to the **motor home** 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 **your** insured **motor home** or disablement of the **motor home** to **your** destination, if:

- a) the entire **motor home** is stolen and **you** have comprehensive coverage under this policy.
  - b) the **motor home** is disabled by a collision or comprehensive loss, and **you** have the coverage under this policy applicable to the loss.
3. If **you** have comprehensive insurance under this policy, **we** will repay up to \$10 a day, but not more than \$300 for each loss for the cost of transportation when the entire **motor home** is stolen. This coverage begins 48 hours after **you** report the theft to **us**, and ends when **we** offer settlement or **your motor home** is returned to use.
  4. If **you** have purchased collision or comprehensive insurance under this policy, **we** will pay general average and salvage charges imposed when **your insured motor home** is being transported.

### Insured Motor Homes

1. Any **motor home** described in the Policy Declarations and the **motor home you** replace it with if **you** notify **us** within 30 days of the replacement and pay any additional premium. Coverage will not continue after 30 days if **we** are not notified of the replacement **motor home**.
2. An additional **motor home you** become the owner of during the policy period. This **motor home** will be covered if **we** insure all other **motor homes you** own. **You** must, however, notify **us** within 30 days of acquiring the **motor home** and pay any additional premium. Coverage will not continue after 30 days if **we** are not notified of the additional **motor home**.
3. A substitute **motor home**, not owned by **you** or a **resident**, temporarily used with the permission of the owner while **your insured motor home** is being serviced or repaired, or if **your insured motor home** is stolen or destroyed.
4. A non-owned **motor home** used with the permission of the owner. This **motor home** must not be available or furnished for the regular use of **you** or any **resident** relative.
5. A trailer while attached to an insured **motor home**. This trailer must be designed for use with a **motor home**. This trailer cannot be used for business purposes with other than a **motor home**. Home, office, store, display or passenger trailers are not covered. **Travel-trailers** or camper units are not covered unless described in the Policy Declarations.

### Definitions

1. **We, Us or Our** means the company shown in the Policy Declarations of the policy.
2. **Motor Home** means a self-propelled **motor vehicle** equipped, designed or used as a living quarters.
3. **Motor Vehicle** means a land motor vehicle or trailer other than:
  - a) a vehicle or other equipment designed for use principally off public roads, while not upon public roads;
  - b) a vehicle operated on rails or crawler-treads; or
  - c) a vehicle when used primarily as a residence or premises.
4. **Resident or Reside** means a person who physically resides in **your** household with the intention of continuing living there. **Your** unmarried dependent children, and **your** dependent children who are not a party to a domestic partnership as defined by the Oregon Family Fairness Act of 2007, while temporarily away from home will be considered residents if they intend to continue to live in **your** household.
5. **Sound System** means any device within the insured **motor home** 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.
6. **Travel-trailer** means a trailer of the house, cabin or camping type equipped or used as a living quarters.
7. **You or Your** means the policyholder named in the Policy Declarations and that policyholder's **resident** spouse or **resident** partner, as defined by the Oregon Family Fairness Act of 2007.

### Exclusions—What Is Not Covered

These coverages do not apply to:

1. loss caused intentionally by, or at the direction of, **you**, a **resident**, or any person using **your insured motor home** with **your** permission.
2. any **motor home** used for the transportation of people or property for a fee. Coverage does apply to shared-expense car pools.

3. any damage or loss resulting from any act of war, insurrection, rebellion or revolution.
4. loss to any non-owned **motor home** used in business operations such as repairing, servicing, testing, washing, parking, storing or selling of **motor homes** or other vehicles.
5. loss due to radioactive contamination.
6. loss resulting from wear and tear, freezing, mechanical or electrical breakdown. Coverage does apply if the damage is the burning of wiring used to connect electrical components, or the result of other loss covered by this policy.
7. loss to tires. Coverage is provided if stolen, damaged by fire, malicious mischief or vandalism or the damage to tires occurs at the same time and from the same cause as other loss covered by this policy.
8. any loss, other than collision, to any **sound system** within **your motor home**, including any apparatus in or on the **motor home** designed for use with that system.  
  
This exclusion will not apply to losses to any **sound system** up to the amount covered under Motor Home Comprehensive Insurance or losses to any **sound system** if **you** have purchased coverage for **your sound system** under Contents Coverage and the loss is caused by a covered peril.
9. loss to any tapes or similar items, unless **you** have purchased additional coverage for **your** tapes or similar items under Coverage HC and the loss is caused by a covered peril.
10. loss to appliances, furniture, equipment and accessories that are not built into or forming a permanent part of a **motor home** or **travel-trailer**.
11. any loss arising out of the participation in any prearranged, organized or spontaneous:
  - a) racing contest;
  - b) speed contest; or
  - c) use of an **auto** at a track or course designed or used for racing or high performance driving;
 or in practice or preparation for any contest of this type, in excess of the minimum limits of liability coverage
12. loss due to conversion or embezzlement by any person who has the vehicle due to any rental, lease, lien or sales agreement.
13. loss to television and radio antennas, awnings, cabanas or equipment designed to create additional living facilities if they are not permanently attached to **your motor home** or **travel-trailer**. Coverage will apply if **you** have purchased Contents Coverage and the loss is covered by a covered peril.
14. loss to household furniture, clothing, personal luggage or other personal property belonging to **you** or a **resident** relative. Coverage will apply if **you** have purchased additional coverage for these items under Contents Coverage and the loss is caused by a covered peril.
15. any loss while **your motor home** or **travel-trailer** is used as a permanent or primary residence.
16. loss to property owned by anyone other than **you** or a **resident** relative.
17. loss to articles carried or held as samples for sale, storage or repair, or for delivery.
18. loss to merchandise kept for exhibition or sale, or theatrical wardrobes.
19. loss to business, store, or office furniture or appliances.
20. loss to records or accounts, currency, coins, banknotes, bullion, deeds, contracts or evidences of debt, securities, tokens or tickets, card collections, revenue or other stamps in current use, manuscripts, art objects and animals.
21. loss to **your motor home** or its covered property sustained while **your motor home** is rented, leased or loaned for a charge to any person or organization other than **you**.

### Right To Appraisal

Upon mutual consent, **you** and **us** have a right to demand an appraisal of the loss. Each will appoint and pay a qualified appraiser. Other appraisal expenses will be shared equally. The two appraisers, or a judge of a court of record, will choose an umpire. Each appraiser will state the actual cash

value and the amount of the loss. If they disagree, they will submit their differences to the umpire. A written decision by any two of these persons will determine the amount of the loss.

### 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 in 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

**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 a 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. \$500, if the loss is to a covered trailer not described in the Policy Declarations.

Any applicable deductible amount is then subtracted.

**LIMITATION:** 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 repair or replacement results in the betterment of the property or part, **you** may be responsible, subject to applicable state laws and regulations, for the amount of the betterment.

A **motor home** and attached trailer are considered separate **motor homes**, and **you** must pay the deductible, if any, on each.

When more than one coverage is applicable to the loss, **you** may recover under the broadest coverage, but not both.

### 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 **motor home** or non-owned **motor home**, **our** insurance will be excess over other collectible insurance.

When this insurance covers a replacement **motor home** or additional **motor home**, this policy will not apply if **you** have other collectible insurance.

### Action Against Us

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

### Subrogation Rights

When **we** pay, **your** rights of recovery from anyone else become **ours** up to the amount **we** have paid. **You** must protect these rights and help **us** enforce them.

### What You Must Do If There Is A Loss

1. As soon as possible, any person making claim must give **us** written proof of loss. It must include all details reasonably required by **us**. **We** have the right to inspect the damaged property. **We** may require any person making claim to file with **us** a sworn proof of loss. **We** may also require that person to submit to examinations under oath.
2. Protect the **motor home** from further loss. **We** will pay reasonable expense to guard against further loss. If **you** do not protect the **motor home**, further loss is not covered.
3. Report all theft losses promptly to the police.

### 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.

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 within 60 days 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.

All other policy terms and conditions apply.