

Motor Home Policy

AU14109



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The Company Named in the Policy Declarations

A Stock Company – Home Office: Northbrook, Illinois 60062

General

This policy is a legal contract between **you** and **us**. A coverage applies only when a premium for it is shown in the Policy Declarations. If more than one **motor home** is insured, premiums will be shown for each **motor home**. 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**.

When And Where The Policy Applies

Your policy applies only during the policy period. During this time, it 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 vehicle accidents in Mexico are subject to the laws of Mexico—NOT the United States of America. In the Republic of Mexico an accident can be considered 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 the Republic of 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 the Republic of Mexico shall be payable in the United States of America. **We** will not be liable for more than the cost of having the repairs or replacements 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.

Premium Changes

The premium for each **motor home** 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.

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 status.
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.

Knowledge And Acts Of Agents

Our agent's knowledge of any fact which violates any condition of this policy will be considered **our** knowledge if:

1. the fact is known to the agent at the time of application for or issuance of the policy; or
2. the fact becomes known to the agent in the course of dealing as **our** agent with **you**.

Any fact which violates a condition of this policy and is known to the agent prior to the loss will not void this policy or prevent a recovery under this policy in the event of loss.

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**. 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 the 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 show in the Policy Declarations for any one **motor home** will apply.

Transfer

This policy can not be transferred to anyone without **our** written consent. However, if **you** die, this policy will provide coverage until the end of the policy period for:

1. **your** legal representative while acting as such; and
2. persons covered on the date of **your** death.

Termination

If **we** offer to renew the policy and mail a notice of renewal premium due to the named insured at the address shown in the Policy Declarations:

1. not more than 75 days nor less than 10 days prior to the due date of the premium which states clearly the effect of nonpayment of premium by the due date; and
2. **you** or **your** representative has failed to pay the renewal premium by the expiration date as stated in the notice;

then this policy will terminate on the expiration date. Failure to pay the required renewal premium when due shall mean that **you** have not accepted **our** offer.

Non-Renewal

If **we** do not intend to renew **your** policy, **we** will mail **you** notice at least 60 days before the end of the then current policy period.

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, and any other policy delivered to **you** pursuant to this application, will be cancelled. If **we** cancel this policy, the date of cancellation will be at least 10 days after the date of mailing of a cancellation notice.

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.

Cancellation

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

During the policy period, **we** may cancel this policy by mailing notice to **you** at **your** last known address. If **we** cancel this policy, the date of cancellation will be at least 10 days after the date of mailing.

Proof of mailing the notice will be proof of notice. A refund, if due, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as possible. Cancellation will be effective even if 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 **your** coverage during the policy period unless:

1. the premium is not paid when due; or
2. there has been a substantial change in the risk **we** originally accepted; or
3. fraud or material misrepresentation is used in obtaining the policy or making a claim; or
4. **we** have mailed notice within the first 59 days that **we** do not intend to continue the policy.

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.

Payment Of Loss By Us

We will pay all claims within 30 days after the amount of loss is finally determined.

What Law Will Apply

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

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 Wisconsin, 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.

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 Wisconsin. 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 Wisconsin, 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 Wisconsin, 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.

Part I—Motor Home Liability Insurance

Bodily Injury—Coverage AA

Property Damage—Coverage BB

Insuring Agreement

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 arising out of the ownership, maintenance or use, loading or unloading of an insured **motor home**.

We will defend an insured person sued for damages which are covered by this policy, even if the suit is groundless, false or fraudulent. **We** will defend that person at **our** own expense, with counsel of **our** choice and, may settle any claim or suit if **we** feel this is appropriate. **We** will not defend an insured person sued for damages which are not covered by this policy. **We** will not pay any punitive or exemplary damages.



Additional Payments We Will Make

When **we** defend an insured person under this part, **we** will pay:

1. up to \$50 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. court costs for defense.
3. interest accruing on damages awarded. **We** will pay this interest only until **we** have paid, offered or deposited in court the amount for which **we** are liable under this policy. **We** will only pay interest on damages not exceeding **our** limits of liability.
4. premiums on appeal bonds and on bonds to release attachments, but not for amounts in excess of **our** limit of liability. **We** are not required 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 the insured **motor home**. **We** will not pay more than \$300 per bond. **We** are not required to apply for or furnish these bonds.
2. any expense incurred for first aid to others at the time of a **motor home** 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 the permission of an adult member of **your** household, other than a chauffeur or domestic servant.
2. While using a non-owned **motor home**:
 - a) **you**; and
 - b) any **resident** relative.
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;
 - b) the use is by an insured person under 1 or 2 above; and

- c) only for that insured person's acts or omissions.

Insured Motor Homes

1. Any **motor home** described in the Policy Declarations. This includes the **motor home you** replace it with.
2. An additional **motor home you** become the owner of during the policy period provided **we** insure all other **motor homes you** own. **You** must tell **us** within 30 days of acquiring the **motor home** and **you** must 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**, being temporarily used with the owner's permission 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 specifically 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** means a person who physically resides in **your** household with the intention of continuing

residence there. **Your** unmarried dependent children 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.

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 **your** insured **motor home** while used to carry persons or property for a charge, or any **motor home you** are driving while available for hire by the public. This exclusion does not apply to shared-expense car pools.
2. **bodily injury** or property damage above the required limits for Wisconsin Motor Vehicle Financial Responsibility law and arising out of business operations such as repairing, servicing, testing, washing, parking, storing or selling of **motor homes** or other 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 **motor home**.
3. **bodily injury** or property damage arising out of the use of a non-owned **motor home** 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 **motor home** or trailer.
4. **bodily injury** or property damage arising out of the ownership, maintenance, or operation of a **motor vehicle** with less than four wheels.
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, is in charge of, or rents. A **motor home** operated by an insured person is considered to be property in charge of an insured person. However, a private residence or a garage rented by that person is covered.
7. **bodily injury** or property damage caused intentionally by, or at the direction of an insured person.
8. **bodily injury** or property damage which would also be covered under nuclear energy liability insurance. This applies even if the limits of that insurance are exhausted.
9. **bodily injury** or property damage sustained while occupying **your motor home** as a permanent or primary residence.
10. **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**. This exclusion does not apply if an additional premium has been paid to cover the rental of **your motor home** to others.
11. **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 a **motor home** at a track or course designed or used for racing or high performance driving;

or in practice or preparation for any contest or use of this type.

Financial Responsibility

When this policy is certified as proof under any financial responsibility law, this policy 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 damages because of **bodily injury** sustained by one person in any single accident involving an insured **motor home**, 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 **motor home**. 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 **motor home**.

The liability limits shown on the Policy Declarations may not be added to the limits 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. persons covered;

4. claims made;
5. vehicles or premiums shown on the Policy Declarations;
or
6. premiums paid.

This means that no stacking or aggregation of Motor Home Liability Insurance—Bodily Injury and Property Damage whatsoever will be allowed by this policy.

If none of the **motor homes** shown in the Policy Declarations is involved in the accident, the highest limit of liability shown in the Policy Declarations for any one **motor home** will apply.

There will be no duplication of payments made under the Bodily Injury Liability and Uninsured Motorists Coverages of this policy. Benefits will be reduced by amounts paid or payable under any workers' compensation law.

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

If There Is Other Insurance

If more than one policy applies on a primary basis to an accident involving **your** insured **motor home**, **we** will bear **our** proportionate share with other collectible liability insurance.

When this coverage applies to a substitute **motor home** or non-owned **motor home**, **we** will pay only after all other collectible insurance has been exhausted.

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

Assistance And Cooperation

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

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

Any 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 one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under a coverage to which Part I applies, unless there has been full compliance with all policy terms.

Bankruptcy Or Insolvency

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

Additional Interested Parties

If one or more additional interested parties are listed in the Policy Declarations, the Motor Home Liability Insurance Coverages of this policy will apply to the parties as insureds.

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

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;
 - d) the names and addresses of any witnesses.
2. Promptly send **us** any legal papers relating to the loss.

Part II—Motor Home Medical Payments—Coverage CC

Insuring Agreement

We will pay to or on behalf of an insured person all reasonable expenses actually incurred by the insured person for necessary medical treatment, services or products actually provided to the insured person within one year of the

accident. Payments will be made only when the **bodily injury** is caused by an accident involving a **motor home** or when **you** or any **resident** relative is struck as a pedestrian by a **motor vehicle** or trailer. Ambulance, medical, surgical, hospital, chiropractic, x-ray, dental, orthopedic and prosthetic devices, pharmaceuticals, eyeglasses, hearing aids, funeral service expenses and professional nursing services are covered.

This coverage does not apply to **bodily injury** to any person to the extent that treatment is provided or benefits are paid or payable to or on behalf of an injured person under any workers' compensation law.

Insured Persons

1. **You** and any **resident** relative who sustains **bodily injury** while in, on, getting into or out of a **motor home** or trailer, or when struck as a pedestrian by a **motor vehicle** or trailer. The use of a non-owned **motor home** must be with the owner's permission.
2. Any other person who sustains **bodily injury** while in, on, getting into or out of:
 - a) **your** insured **motor home** while being used by **you**, a **resident** relative, or any other person with **your** permission.
 - b) a non-owned **motor home** if the injury results from **your** operation or occupancy.
 - c) a non-owned **motor home** if the injury results from the operation on **your** behalf by **your** private chauffeur or domestic servant.
 - d) a non-owned **motor home** or trailer if the injury results from the operation or occupancy by a **resident** relative.

The use of non-owned motor homes must be with the owner's permission.

Insured Motor Homes

1. Any **motor home** described in the Policy Declarations. This includes the **motor home you** replace it with.
2. An additional **motor home you** become the owner of during the policy period provided **we** insure all other **motor homes you** own. **You** must tell **us** within 30 days of acquiring the **motor home** and **you** must 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 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 specifically with a **motor home**.

Definitions

1. **We, Us, or Our** means the company shown in the Policy Declarations.
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** means a person who physically resides in **your** household with the intention of continuing residence there. **Your** unmarried dependent children 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.

Exclusions—What Is Not Covered

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

1. **you** or a **resident** relative while in, on, getting into or out of a **motor home** owned by **you** or a **resident** relative which is not insured for this coverage.
2. **you** or a **resident** relative while in, on, getting into or out of, or when struck as a pedestrian by:
 - a) a vehicle operated on rails or crawler-treads; or

- b) a vehicle or other equipment designed for use principally off public roads, while not upon public roads.
- 3. any person while in, on, getting into or out of:
 - a) an owned **motor home** while available for hire to the public. This exclusion does not apply to shared-expense car pools.
 - b) a **motor home** or trailer while used as a permanent or primary residence or premises.
- 4. any person, other than **you** or a **resident** relative, while using a non-owned **motor home**:
 - 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 homes** or other vehicles.

Coverage is provided for you, your private chauffeur or domestic servant while using a motor home or trailer in any other business or occupation.
- 5. any person resulting from any act of war, insurrection, rebellion, or revolution.
- 6. any person or dependent of a person who is entitled to benefits provided by the U.S. Government under a contract of employment including past or present military duty.
- 7. any person arising out of the ownership, maintenance, or use of a **motor vehicle** with less than four wheels.
- 8. any person or organization other than **you** while **your motor home** is rented, leased, or loaned for a charge to such person or organization. This exclusion does not apply if an additional premium has been paid to cover the rental of **your motor home** to others.
- 9. any person arising out of the participation in any prearranged, organized, or spontaneous:
 - a) racing contest;
 - b) speed contest; or
 - c) use of a **motor home** at a track or course designed or used for racing or high performance driving;

or in practice or preparation for any contest or use of this type.

Limits Of Liability

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

The liability limits shown on the Policy Declarations may not be added to the limits 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. persons covered;
4. claims made;
5. vehicles or premiums shown on the Policy Declarations; or
6. premiums paid.

This means that no stacking or aggregation of Motor Home Medical Payments Coverage whatsoever will be allowed by this policy.

If none of the **motor homes** shown in the Policy Declarations is involved in the accident, the highest limit of liability shown in the Policy Declarations for any one **motor home** will apply.

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

1. \$2,000; or
2. the Motor Home Medical Payments Coverage limit of liability stated in the Policy Declarations; or
3. the remaining portion of the Motor Home 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 in the Policy Declarations for Motor Home 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.

There will be no duplication of payments made under the Motor Home Bodily Injury Liability Insurance and Motor Home 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. The damages payable under the Motor Home Bodily Injury Liability Insurance coverage of this policy will be reduced by that amount.

Unreasonable Or Unnecessary Medical Expenses

If the insured person incurs medical expenses which are unreasonable or unnecessary, **we** may refuse to pay for those medical expenses and contest them. Unreasonable medical expenses are fees for medical services which are substantially higher than the usual and customary charges for those services. Unnecessary medical expenses are fees for medical services which are not usually and customarily performed for treatment of the injury, including fees for an excessive number, amount or duration of medical services.

If the insured 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 insured person to attend hearings or trials, **we** will pay up to \$50 per day for the loss of wages or salary. **We** will also pay other reasonable expenses incurred at **our** request.

If There Is Other Insurance

If more than one policy applies on a primary basis to an accident involving **your** insured **motor home**, **we** will bear **our** proportionate share with other collectible **motor home** medical insurance.

If a loss covered by this protection involves a substitute **motor home** or non-owned **motor home**, **our** Medical Payments Coverage will be excess over other collectible insurance.

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

Assistance And Cooperation

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

- a) cooperate with **us** and assist **us** in any matter concerning a claim or suit;

- b) help **us** enforce any right of recovery against any person or organization who may be liable to an insured person;
- c) attend any hearing or trial;
- d) assist **us** by collecting and giving evidence and obtaining witnesses.

Any 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 one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under a coverage to which Part II applies, unless there has been full compliance with all policy terms.

Subrogation Rights

When **we** pay, an insured person's right of recovery from anyone else becomes **ours** up to the amount **we** have paid. However, **our** right of recovery only applies if the person insured has been fully compensated for the loss. The insured person must protect these rights and help **us** enforce them.

Proof Of Claim; Medical Reports

As soon as possible, any 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 sign the transcript.

The injured 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 other records pertinent to the claim.

Part III—Uninsured Motorists Insurance—Coverage SS

Insuring Agreement

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. The **bodily injury** 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.

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, or getting into or out of **your** 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 **your** insured **motor home** with **your** permission.

An Insured Motor Home Is:

1. a **motor home** described on the Policy Declarations. This includes the **motor home** you replace it with.
2. an additional **motor home** **you** become the owner of during the policy period provided **we** insure all other **motor homes** **you** own. **You** must tell us within 30 days after **you** acquire the additional **motor home** and pay any additional premium.
3. a **motor vehicle** 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** was stolen or destroyed. The **motor vehicle** must be used with the owner's permission. It also must not be available or furnished for the regular use of **you** or a **resident** relative.
4. a non-owned **motor vehicle** used by **you** or a **resident** relative with the permission of the owner. The **motor vehicle** must not be available or furnished for the regular use of an insured person.
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 bond or insurance policy in effect at the time of the accident.
2. a **motor vehicle** covered by a bond or insurance policy which does not provide at least the minimum financial 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 **bodily injury** to an insured person by physical contact with the insured person or with a vehicle occupied by that person. The identity of the operator and the owner of the vehicle must be unknown. The accident must be reported within 24 hours to the police. **We** must be notified within 30 days. If the insured person was occupying the vehicle at the time of the accident, **we** have a right to inspect it.

An Uninsured Motor 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.
3. a **motor vehicle** which is insured for liability insurance coverage under Part 1 of this policy.

Definitions

1. **We, Us, or Our** means the company shown on the Policy Declarations.
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 as a residence or premises.
5. **Resident** means a person who physically resides in **your** household with the intention of continuing residence there. **Your** unmarried dependent children 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.

Exclusions—What Is Not Covered

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

1. **bodily injury** to any person who makes a settlement without **our** written consent.
2. **bodily injury** sustained while in, on, getting into or out of, or when struck by an uninsured **motor vehicle** which is not an insured **motor home** but is owned by **you** or a **resident** relative.
3. **bodily injury** to any person while in, on, getting into or out of, or when struck by 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. **bodily injury** arising out of an insured person's ownership, maintenance, or use of a **motor vehicle** with less than four wheels.
6. **bodily injury** arising out of the participation in any prearranged, organized, or spontaneous:
 - a) racing contest;
 - b) speed contest; or
 - c) use of a **motor home** at a track or course designed or used for racing or high performance driving;
 or in practice or preparation for any contest or use of this type.

Limits Of Liability

The coverage limit shown on the Policy Declarations for:

1. "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 damages sustained by anyone else as a result of that **bodily injury**.
2. "each accident" is the maximum **we** will pay for 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."

The liability limits shown on the Policy Declarations for Uninsured Motorists Coverage may not be added to the limits 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. persons covered;
4. claims made;
5. vehicles or premiums shown on the Policy Declarations; or
6. premiums paid.

This means that no stacking or aggregation of Uninsured Motorists Coverage whatsoever will be allowed by this policy.

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.

The limits of this Uninsured Motorists Coverage shall be reduced by:

1. all amounts paid by or on behalf of any person or organization that may be legally responsible for the **bodily injury** for which the payment is made, including, but not limited to, any amounts paid under the bodily injury liability coverage of this or any other insurance policy;
2. all amounts paid or payable under any workers' compensation law; and
3. all amounts paid or payable under any disability benefits law.

Non-Duplication Of Benefits

No injured person will recover duplicate benefits for the same elements of loss under this or any other uninsured motorists insurance, including approved plans of self-insurance.

If There Is Other Insurance

If more than one policy applies on a primary basis to an accident involving **your** insured **motor home**, **we** will bear **our** proportionate share with other collectible uninsured motorists insurance.

When an insured person is using a substitute **motor home** or a non-owned **motor home**, this insurance will be excess over other collectible insurance. This means this insurance will pay only after all other collectible insurance has been exhausted.

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, **we** will pay up to **your** policy limits only after all other collectible insurance has been exhausted.

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 examination under oath and 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:

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

Any 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. However, **our** right of repayment only applies if the insured person has been fully compensated for the loss.
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 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 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 bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under a coverage to which Part III applies, unless there has been full compliance with all policy terms.

If We Cannot Agree

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:

- a) no arbitrator shall have the authority to award punitive damages or attorney's fees;
- b) 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
- c) no arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

Part IV—Underinsured Motorists Insurance—Coverage SU

Insuring Agreement

We will pay those damages which an insured person is legally entitled to recover from the owner or operator of an underinsured **motor vehicle** because of **bodily injury** sustained by an insured person. The **bodily injury** must be caused by accident and arise out of the ownership, maintenance or use of an underinsured **motor vehicle**. **We** will not pay any punitive or exemplary damages.

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, or getting into or out of **your** 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 **your** insured **motor home** with **your** permission.

An Insured Motor Home Is:

1. a **motor home** described on the Policy Declarations. This includes the **motor home** you replace it with.
2. an additional **motor home** **you** become the owner of during the policy period provided **we** insure all other **motor homes** **you** own. **You must tell us** within 30 days after **you** acquire the additional **motor home** and pay any additional premium.
3. a **motor vehicle** 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** was stolen or destroyed. The **motor vehicle** must be used with the owner's permission. It also must not be available or furnished for the regular use of **you** or a **resident** relative.
4. a non-owned **motor vehicle** used by **you** or a **resident** relative with the permission of the owner. The **motor vehicle** must not be available or furnished for the regular use of an insured person.
5. not made available for public hire by an insured person.

An Underinsured Motor Vehicle:

Has **bodily injury** liability protection in effect and applicable at the time of the accident, but less than the applicable limit of Underinsured Motorist coverage shown on the Policy Declarations.

An Underinsured Motor Vehicle Is Not:

1. a **motor vehicle** that is furnished for the regular use of **you** or any **resident** relative.
2. a **motor vehicle** owned by any federal, state, or local government or agency.

3. a **motor vehicle** which is insured for liability insurance coverage under Part 1 of this policy.

Definitions

1. **We, Us, or Our** means the company shown on the Policy Declarations.
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 as a residence or premises.
5. **Resident** means a person who physically resides in **your** household with the intention of continuing residence there. **Your** unmarried dependent children 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.

Exclusions—What Is Not Covered

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

1. **bodily injury** to any person who makes a settlement without **our** written consent.
2. **bodily injury** sustained while in, on, getting into or out of, or when struck by an underinsured **motor vehicle** which is not an insured **motor home** but is owned by **you** or a **resident** relative.
3. **bodily injury** to any person while in, on, getting into or out of, or when struck by 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. **bodily injury** arising out of an insured person's ownership, maintenance, or use of a **motor vehicle** with less than four wheels.
6. **bodily injury** arising out of an accident if the uninsured motorists coverage (Uninsured Motorists Insurance Coverage) of this policy applies.
7. **bodily injury** arising out of the participation in any prearranged, organized, or spontaneous:
 - a) racing contest;
 - b) speed contest; or
 - c) use of a **motor home** at a track or course designed or used for racing or high performance driving;
 or in practice or preparation for any contest or use of this type.

Limits Of Liability

The coverage limit shown on the Policy Declarations for:

1. "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 damages sustained by anyone else as a result of that **bodily injury**.
2. "each accident" is the maximum **we** will pay for 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".

The liability limits shown on the Policy Declarations for Underinsured Motorists Coverage may not be added to the limits 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. persons covered;
4. claims made;
5. vehicles or premiums shown on the Policy Declarations; or
6. premiums paid.

This means that no stacking or aggregation of Underinsured Motorists Coverage whatsoever will be allowed by this policy.

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.

The limit of this Underinsured Motorists Coverage shall be reduced by:

1. all amounts paid by or on behalf of any person or organization that may be legally responsible for the bodily injury for which the payment is made, including, but not limited to, any amounts paid under the bodily injury liability coverage of this or any other insurance policy;
2. all amounts paid or payable under any workers' compensation law; and
3. all amounts paid or payable under any disability benefits law.

Non-Duplication Of Benefits

No injured person will recover duplicate benefits for the same elements of loss under this or any other uninsured or underinsured motorists insurance, including approved plans of self-insurance.

If There Is Other Insurance

If more than one policy applies on a primary basis to an accident involving **your** insured **motor home**, **we** will bear **our** proportionate share with other collectible underinsured motorists insurance.

When an insured person is using a substitute **motor home** or a non-owned **motor home**, this insurance will be excess over other collectible insurance. This means this insurance will pay only after all other collectible insurance has been exhausted.

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, **we** will pay up to **your** policy limits only after all other collectible insurance has been exhausted.

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 examination under oath and 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:

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

Any 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. However, **our** right of repayment only applies if the insured person has been fully compensated for the loss.
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 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 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 bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss

for which coverage is sought, under a coverage to which Part IV applies, unless there has been full compliance with all policy terms.

If We Cannot Agree

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:

- a) no arbitrator shall have the authority to award punitive damages or attorney's fees;
- b) 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
- c) no arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

Part V—Protection Against Loss To The Motor Home

Insuring Agreement For Each Coverage

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 with "Additional Payments We Will Make" on page 19.

Motor Home Collision Insurance—Coverage DD

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.

Motor Home Comprehensive Insurance—Coverage HH

We will pay for direct and accidental loss to **your** insured **motor home** or a non-owned **motor home** 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.

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–Coverage JJ

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

Rental Reimbursement Coverage–Coverage UU

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 an automobile or **motor home** from a rental agency or garage. **We** will not pay more than the dollar amount per day shown in 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 of the loss. If it is drivable, coverage starts the day the **motor home** is taken to a 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. thirty full days of coverage.

Contents Coverage–Coverage HC

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 on 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 insurance 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. This includes the **motor home you** replace it with if **you** notify **us** within 30 days of the replacement and pay an 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 provided **we** insure all other **motor homes** you own. **You** must, however, tell **us** within 30 days of acquiring the **motor home** and **you** must 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**, being 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 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 **you** or any **resident** relative.
5. A trailer while attached to an insured **motor home**. The trailer must be designed for use specifically with a **motor home**.

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** means a person who physically resides in **your** household with the intention of continuing residence there. **Your** unmarried dependent children while temporarily away from home will be considered residents if they intend to resume residing 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; or
 - 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.

Exclusions—What Is Not Covered

These coverages do not apply to:

1. loss which may reasonably be expected to result from the intentional or criminal acts of **you**, a **resident**, or any other person using **your** insured **motor home** with permission or which is in fact intended by that person.
2. any **motor home** used for the transportation of people or property for a fee. This exclusion does not 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. damage resulting from wear and tear, freezing, 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.

7. 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.
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 Coverage. Specially installed **sound systems** will be covered if **you** have purchased Contents Coverage and the loss is caused by a covered peril.
9. loss to any tapes or similar items unless **you** have purchased Contents Coverage and the loss is caused by a covered peril.
10. loss due to conversion or embezzlement by any person who has the vehicle due to any rental, lease, lien or sales agreement.
11. loss to appliances, furniture, equipment and accessories that are not built into or forming a permanent part of a **motor home** or **travel-trailer** unless **you** have purchased additional coverage for **your** appliances, furniture, equipment and accessories that are not built into or forming a permanent part of a **motor home** or **travel-trailer** and the loss is caused by a covered peril.
12. 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**.
13. loss to household furniture, clothing, personal luggage, or other personal property belonging to **you** or a **resident** relative unless **you** have purchased additional coverage for these items under Coverage and the loss is caused by a covered peril.
14. any loss while **your motor home** or **travel-trailer** is used as a permanent or primary residence.
15. loss to property owned by anyone other than **you** or a **resident** relative.
16. loss to articles carried or held as samples for sale, storage or repair, or for delivery.
17. loss to merchandise kept for exhibitions or sale, or theatrical wardrobes.
18. loss to business, store, or office furniture or appliances.
19. 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.
20. 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**. This exclusion does not apply if an additional premium has been paid to cover the rental of **your motor home** to others.
21. loss arising out of the participation in any prearranged, organized, or spontaneous:
 - a) racing contest;
 - b) speed contest; or
 - c) use of a **motor home** at a track or course designed or used for racing or high performance driving;
 or in practice or preparation for any contest or use of this type.

Right To Appraisal

If **you** and **we** fail to agree on the amount of loss, either party may make written demand for an appraisal. Upon such demand, each party must select a competent and impartial appraiser and notify the other of the appraiser's identity within 20 days after the demand is received. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire within 15 days, **you** or **we** can ask a judge of a court of record in the state where the insured **motor home** is registered to select an umpire.

The appraisers shall then determine the amount of loss, stating separately the actual cash value and amount of loss to each item. If the appraisers submit a written report of an agreement to **you** and to **us**, the amount agreed upon shall be the amount of loss. If they cannot agree, they will submit their differences to the umpire. A written award agreed upon by the appraisers or an appraiser and the umpire will determine the amount of loss.

Each party will pay the appraiser it chooses and equally bear expenses for the umpire and all other appraisal expenses.

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.

We will pay all claims within 30 days after the amount of loss is finally determined.

Limits Of Liability

Limits 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; or
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 on the Policy Declarations.

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 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 or non-owned **motor home**, **we** will pay only after all other collectible insurance has been exhausted.

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 bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under a coverage to which Part V applies, unless there has been full compliance with all 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. However, **our** right of recovery only applies if **you** have been fully compensated for the loss.

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.

Subsections 1-3 do not apply to loss or damage resulting from an act, or pattern, of abuse or domestic abuse if **you** did not cooperate in or contribute to the creation of the loss or damage and if the person who committed the act or acts that caused the loss or damage is criminally prosecuted for the act or acts. Payment to the innocent insured may be limited in accordance with his or her ownership interest in the

property or reduced by payments to a mortgagee or other holder of a secured interest.

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 sixty 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.

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 a 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 expenses 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.