

# Motor Home Policy

AU14168

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## Allstate Property and Casualty Company

The Company Named in the Policy Declarations  
A Stock Company - Home Office: Northbrook, Illinois 60062

## READ YOUR POLICY CAREFULLY

### General

This policy is a legal contract between **you** and **us**. A coverage applies only when a premium for it is shown on the Policy Declarations. If more than one **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

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 on the Policy Declarations.

### Insurance Coverage In Mexico

For **your** protection, **you** should purchase insurance from a company licensed in Mexico. However, the coverage of this policy for an insured **motor home** is extended to cover that **motor home** within the Republic of Mexico. This coverage applies only while the insured **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 Mexican territory, the basis for adjustment of the claim will be as follows. The repair or replacement costs will not exceed 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 cost for towing, transportation and salvage operations of the **motor home** while within Mexican territory are not covered under this policy.

Unless **you** have motor vehicle or aircraft insurance written by a Mexican insurance company, **you** may spend many hours or days in jail, if **you** have an accident in Mexico. Insurance coverage should be secured from a company licensed under the laws of Mexico to write such insurance in order to avoid complications and some other penalties possible under the laws of Mexico, including the possible impoundment of **your** motor vehicle or aircraft.

## Combining Limits Of Two Or More Motor Homes Prohibited

This provision does not apply to Part 2 if the stacking option is selected for Part 2. The limits of liability applicable to any one **motor home** shown on the Policy Declarations will not be combined with or added to the limits of liability applicable to any other **motor home** shown on 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 on the Policy Declarations;
2. vehicles involved in the accident;
3. persons seeking damages as a result of the accident; or
4. insured persons from whom damages are sought.

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

## Changes 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.

### 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.

### Transfer

This policy cannot be transferred without **our** written consent. However, if **you** die, coverage will be provided until the end of the policy period for **your** legal representative while acting as such, and persons covered on the date of **your** death.

### Provisional Premium

The coverages of this policy and the premium shown on the Policy Declarations for these coverages have been established in accordance with the provisions of the Minnesota No fault Automobile Insurance Act. If a court of competent jurisdiction declares or enters a judgment, the effect of which is to render any provision(s) of this act unconstitutional, **we** shall have the right to re-compute the premium payable for this policy. Also, **we** shall have the right to void or amend the no-fault provisions of this policy.

### Fraud Or Misrepresentation

**Your** policy was issued in reliance on the information **you** provided on **your motor home** insurance application concerning **motor homes** and persons insured by the policy. **We** will not provide coverage for any loss which occurs in connection with any material misrepresentation, fraud, or

concealment of material facts. This provision applies only to coverages included in Part 4—Protection Against Loss To The Motor Home.

### What Law Will Apply

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

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 Minnesota, 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 Minnesota. 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 Minnesota, 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 Minnesota, 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.

### 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

**We** may elect not to renew **your** policy. If **we** elect not to renew **your** policy, **we** will notify **you** at least 60 days before the end of the policy period. Proof of mailing the notice will be proof of notice.

### Cancellation

**You** may cancel this policy by writing and telling **us** 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 because **you** did not pay the premium, **we** will give **you** at least ten days notice. If **we** cancel for any other reason within the first 59 days coverage is in effect at the time the notice is given and this is not a renewal or continuation policy, **we** will give **you** at least ten days notice. In all other cases **we** will give **you** at least 30 days notice.

Proof of mailing the notice to **you** will be sufficient proof of notice. A refund, if due, will be calculated using the rules, rates, and forms in effect, and on file if required, for **our** use in **your** state.

After the policy has been in effect for 60 days, or at any time if it is a renewal or continuation policy, **we** will not cancel or reduce **your** coverage during the policy period unless:

1. **you** don't pay the premium when it's due.
2. **you** or any member of **your** household has within the past 36 months prior to the notice of cancellation, had a drivers license suspended or revoked because of the commission of a moving traffic violation or for refusing to be tested for blood alcohol content.
3. **We** have mailed notice within the first 59 days that **we** do not intend to continue the policy.
4.
  - a) the policy was obtained or renewed through material misrepresentation; or
  - b) a false or fraudulent claim is submitted.

### Conditional Reinstatement

If **we** mail a cancellation notice because **you** didn't 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 those 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; including loss of use.

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 as the result of an accident involving an insured **motor home**. This defense will be supplied even if the suit is groundless or false. **We** will choose the counsel. **We** may settle any claim or suit if **we** believe 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

When **we** defend an insured person under this part, in addition to **our** limit of liability, **we** will pay:

1. up to \$50 per 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 in excess of **our** limit of liability. **We** are not required to apply for or furnish these bonds.
5. prejudgment interest awarded against the insured person on that part of the judgment **we** pay.

In addition to **our** limit of liability, **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 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** with the owner's permission.
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.
  - c) only for that insured person's acts or omissions.

### Insured Motor Homes

1. Any **motor home** described on the Policy Declarations and the **motor home you** replace it with.
2. Any 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, tell **us** within 30 days of acquiring 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. A substitute **motor home**, 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:
  - a) **you**; or
  - b) 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 on 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. **Relative** means a person related to **you** by blood, marriage, or adoption. This includes a minor in **your** custody or that of a **resident** relative.
6. **Resident** means a person who resides in **your** household with the intention to continue living there. Unmarried dependent children while temporarily from home will be considered residents if they intend to continue living in **your** household.
7. **You or Your** means the policyholder named on 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 arising out of **motor home** business operations such as repairing, servicing, testing, washing, parking, storing, or selling of **motor homes**. 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 employee are using a **motor home**.
4. **bodily injury** to an employee of any insured person arising in the course of employment. This exclusion does not apply to **your** domestic employee who is not required to be covered by a workers compensation law or similar law.
5. **bodily injury** to a co worker injured in the course of employment. This exclusion does not apply to **you**.
6. damage to or destruction of property an insured person owns, transports, is in charge of, or rents. However, a private residence or a garage rented by that person is covered.
7. **bodily injury** or property damage intended by, or which may reasonably be expected to result from, the intentional or criminal acts or omissions of any insured person. This exclusion applies even if:
  - a) such **bodily injury** or property damage is of a different kind than intended or reasonably expected; or
  - b) such **bodily injury** or property damage is sustained by a different person than intended or reasonably expected.

This exclusion applies regardless of whether such insured person is actually charged with, or convicted of, a crime.
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 arising out of the participation in any prearranged or organized racing or speed contest or in practice or preparation for any contest of this type.
10. **bodily injury** or property damage arising out of ownership, maintenance, or use of a **motor vehicle** with less than four wheels.
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

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

### Limits Of Liability

The limits shown on the Policy Declarations are the maximum **we** will pay for any single accident involving an insured **motor home**. The limit stated for each person for **bodily injury** applies to damages arising from **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 legal damages for **bodily injury** sustained by two or more persons in any single accident involving an insured **motor home**.

For property damage, the limit applies to legal damages arising from each accident.

### 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. 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.

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

Except in the case of loss caused by an intentional or criminal act, **our** subrogation rights do not apply against any person insured under this policy or any other person or organization legally responsible for the damages if **we** also insure that person or organization for the same loss or damages.

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 policy terms.

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

### Bankruptcy Or Insolvency

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

### 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.

### Additional Interested Parties

If one or more additional interested parties are listed on the Policy Declarations, the Motor Home Liability and Property Damage Liability insurance coverages of this policy will apply to those parties as insureds.

If **we** cancel or non-renew this policy, like notice will be sent to **you** and any additional interested parties shown on the Policy Declarations according to the **Cancellation** provision set forth in the **General** section of this policy.

The listing of an additional interested party on the Policy Declarations does not increase that party's right to recovery under this policy, nor does it impose an obligation for the payment of premiums under this policy.

## Part 2—Personal Injury Protection

**We** will pay an **injured person** the following benefits in accordance with the Minnesota No-fault Automobile Insurance Act. Payments will be made only when the **bodily injury** is caused by an accident arising from the maintenance or use of a **motor vehicle** as a vehicle or by being struck by a motorcycle.

1. **Medical Expenses**  
Medical expense benefits shall reimburse all reasonable expenses for necessary:
  - a) Medical, surgical, x-ray, optical, dental, chiropractic, and rehabilitative services, including prosthetic devices;
  - b) prescription drugs;
  - c) ambulance and all other transportation expenses incurred in traveling to receive other covered medical expense benefits;
  - d) sign interpreting and language translation services, other than such services provided by a family member of the patient, related to the receipt of medical, surgical, x-ray, optical, dental, chiropractic, hospital, extended care, nursing, and rehabilitative services; and
  - e) hospital, extended care, and nursing services.

Such benefits shall also include necessary remedial treatment and services recognized and permitted under the laws of this state for an **injured person** who relies upon spiritual means through prayer alone for healing in accordance with that person's religious beliefs.

Hospital room and board benefits may be limited, except for intensive care facilities, to the regular daily semiprivate room rates customarily charged by the institution in which the recipient of benefits is confined.

Medical expense loss includes medical expense accrued prior to the death of a person notwithstanding the fact that benefits are paid or payable to the decedent's survivors.

2. **Work Loss**  
85 percent of loss of gross income resulting from the **injured person's** inability to work. If the **injured person**

was unemployed at the time of the accident, benefits will be at least the equivalent of any unemployment compensation benefits the **injured person** would have received, had that person not been injured. This amount will be reduced by:

- a) any income from substitute work actually performed by the **injured person**; or
- b) any income from available substitute work the **injured person** could have done but failed to do.

### 3. Essential Services Expenses

Reasonable expenses incurred in obtaining from others usual and necessary services usually performed by the **injured person** without income for the direct benefit of the family or family household. When the **injured person** normally, as a full time responsibility, provided care and maintenance of a home, with or without children, this benefit is the reasonable value of that care and maintenance if greater than the expense incurred. This benefit will pay the above expense during a period beginning eight days after the date of the accident and during the **injured person's** lifetime.

### 4. Funeral Expenses

Reasonable expenses for professional funeral and burial services including expenses for cremation or delivery under the Minnesota Uniform Anatomical Gift Act.

### 5. Survivors' Loss

- a) Loss, due to the death of an **injured person** within one year from the date of the accident, of contributions of money or tangible things of economic value, not including services, that the surviving dependents of the **injured person** would have received for their support during their dependency had the **injured person** not died. Payments will be made to the dependent, or to a parent or guardian of a child or legally incapacitated person. Payments cease when the dependency would have ended had the **injured person** lived.
- b) Reasonable expenses incurred by surviving dependents in obtaining ordinary and necessary services usually performed by the deceased **injured person** for direct benefit of the family household. These expenses will be reduced by expenses the surviving dependents avoid by reason of the death of the **injured person**.

## Definitions

1. **We, Us, or Our** means the company shown on the Policy Declarations of the policy.
2. **Commuter Van** means a **motor vehicle**, not operated by the driver as a principal occupation, having a capacity of seven to 16 persons principally used to provide prearranged transportation of persons:
  - a) to or from their place of employment; or
  - b) to or from a transit stop authorized by a local transit authority.
3. **Injured Person** means
  - a) **you, your resident** spouse, or a **resident relative**:
    - i) while in, on, getting into or out of a **motor vehicle**; or
    - ii) injured as a pedestrian as the result of an accident arising out of the maintenance or use of a **motor vehicle** or motorcycle.
  - b) any other person:
    - i) while in, on, getting into or out of the **insured motor vehicle**; or
    - ii) while a pedestrian if the accident arises out of the maintenance or use of the **insured motor vehicle**; or
    - iii) while, in, on, getting into or out of any **motor vehicle** being operated by, but not owned by, **you** or a **resident relative**.
4. **Insured Motor Vehicle** means a **motor vehicle**:
  - a) covered under this policy for bodily injury liability; and
  - b) that requires **you** to maintain security under the Minnesota No-fault Automobile Insurance Act.
5. **Motor Home** means a self-propelled **motor vehicle** equipped, designed or used as a living quarters.
6. **Motor Vehicle** means every vehicle, other than a motorcycle or other vehicle with fewer than four wheels, which is:
  - a) of a type required to be registered under the Minnesota Statutes, Chapter 168; and
  - b) a self-propelled vehicle designed principally for use on public roads; or
  - c) a trailer with one or more wheels, when connected to or being towed by a **motor vehicle**.

7. **Relative** means a person related to **you** by blood, marriage, or adoption. This includes a minor in **your** custody or that of a **resident relative**.
8. **Resident** means a person who lives in **your** household with the intention to continue living there. Unmarried dependent children while temporarily away from home will be considered residents if they intend to continue living in **your** household.
9. **You** or **Your** means the policyholder named on the Policy Declarations and that policyholder's **resident** spouse.
6. to any pedestrian, other than **you, your resident** spouse, or any **resident relative** if the **motor vehicle** accident occurs outside the State of Minnesota.
7. to any person while maintaining or using a **motor vehicle** while located for use as a residence or premises.
8. to any person whose injury arises out of conduct within the course of a business including repairing, servicing, testing, washing, parking, storing, or selling of **motor vehicles** on the business premises.
9. to any person whose injury arises out of conduct within the course of loading or unloading any **motor vehicle** unless the conduct occurs while that person is in, on, getting into or out of the vehicle.

### Exclusions—What Is Not Covered

This coverage does not apply:

1. to any **resident relative** entitled to personal injury protection coverage as a self-insured or named insured under any other **motor vehicle** policy.
2. to any person, other than **you, your resident** spouse, or any **resident relative** who is entitled to personal injury protection coverage as a self-insured, named insured, spouse, or **resident relative** under any other **motor vehicle** policy.
3. **bodily injury** or property damage intended by, or which may reasonably be expected to result from, the intentional or criminal acts or omissions of any insured person. This exclusion applies even if:
  - a) such **bodily injury** or property damage is of a different kind than intended or reasonably expected; or
  - b) such **bodily injury** or property damage is sustained by a different person than intended or reasonably expected.

This exclusion applies regardless of whether such insured person is actually charged with, or convicted of, a crime. If the injury is self inflicted and that person dies, Survivors' Loss benefits will not be paid.
4. to any person, other than **you, your resident** spouse, or a **resident relative** while maintaining or using a converted **motor vehicle** without a good faith belief by that person that the use is legal.
5. to any person while in practice, preparation, or in the course of an official racing contest other than a rally held in whole or in part upon public roads. If that person dies, Survivors' Loss benefits will not be paid.
10. to the driver or other occupant of a **motor vehicle** which has the security required by the Minnesota No-fault Automobile Insurance Act in effect, and is:
  - a) being used to transport persons or property for a fee, or
  - b) furnished by the employer of **you, your resident** spouse, or a **resident relative**.

This exclusion does not apply to the driver or other occupant of:

  - a) an **insured motor vehicle**;
  - b) a **motor vehicle** being used to transport children to school or to a school sponsored activity;
  - c) a **commuter van**;
  - d) a **motor vehicle** being used to transport children as part of a family or group family day care program;
  - e) any bus, other than a bus included as a vehicle described in a), b), c), or d) above, while in operation in Minnesota with respect to any Minnesota resident who is an insured as defined in the Minnesota No-Fault Automobile Insurance Act; or
  - f) a passenger in a taxi.
11. to any person on, getting on, or getting off of a motorcycle.
12. to Personal Injury Protection benefits otherwise payable if a lapse of one year or more occurs in the disability and medical treatment of an **injured person** as the result of any one accident.
13. to any person, other than **you, your resident** spouse, or any **resident relative** who is injured in an accident

outside the State of Minnesota, while in, on, getting into or out of:

- a) any vehicle which is one of five or more commonly owned vehicles used to transport people or property for a fee; or
- b) any vehicle owned by a State or Federal governmental body other than the State of Minnesota, its political subdivisions, municipalities, or public agencies.

14. to any person for injury sustained while occupying **your motor home** as a permanent or primary residence.

15. To the policyholder named on the declarations page, a **resident** spouse or any **resident relative** age 65 or older for work loss if any entry in the Policy Declarations indicates such coverage does not apply.

### Limits Of Liability

1. When limits of two or more **insured motor vehicles** may not be combined:

If the Policy Declarations indicates that **you** did not elect to combine limits of two or more **insured motor vehicles** together under Personal Injury Protection, the following Limits Of Liability apply.

The limit of **our** liability for Personal Injury Protection is \$40,000 or the amount stated on the Policy Declarations, whichever is greater. This is the maximum **we** will pay for any one **injured person** for any one **motor vehicle** accident regardless of the number of:

- a) persons injured;
- b) policies or plans of self insurance available;
- c) claims made; or
- d) vehicles shown on the Policy Declarations.

**We** will not pay more than \$20,000 or the amount shown on the Policy Declarations, whichever is greater, for any one person for Medical Expenses.

**We** will not pay more than a total of \$20,000 for Work Loss, Essential Services Expenses, Funeral Expenses, and Survivors' Loss. **We** will not pay more than:

- a) \$250 per week for Work Loss.
- b) \$200 per week for Essential Services Expenses.
- c) \$2,000 per person for Funeral Expenses.
- d) \$200 per week for Survivors' Loss described in Part a) of Survivors' Loss.

e) \$200 per week for Survivors' Loss described in Part b) of Survivors' Loss.

All benefits paid or payable under Personal Injury Protection will be reduced by:

- a) amounts paid or payable under workers compensation law.
- b) the amount of any deductible stated on the Policy Declarations for Medical Expenses. This reduction applies only to **you, your resident** spouse, or a **resident relative**. If two or more persons are injured in the same **motor vehicle** accident, this total deductible amount will be allocated equally among the **injured persons**.
- c) the amount of any deductible stated on the Policy Declarations for Work Loss. This reduction applies only to **you, your resident** spouse, or a **resident relative**.

2. When limits of two or more insured vehicles may be combined:

If the Policy Declarations indicates that **you** elected to combine limits of two or more **insured motor vehicles** together under Personal Injury Protection, the following Limits Of Liability apply.

The limit of liability for Personal Injury Protection is \$40,000 or the amount stated on the Policy Declarations, whichever is greater. This is the maximum **we** will pay per insured **motor vehicle** for bodily injury sustained by any one **injured person** in any one **motor vehicle** accident. Subject to this total amount for Personal Injury Protection:

- a) **we** will not pay more than \$20,000 or the amount shown on the Policy Declarations, whichever is greater, for each **insured motor vehicle** for Medical Expenses.
- b) **we** will not pay more than a total of \$20,000 per **insured motor vehicle** for Work Loss, Essential Services Expenses, Funeral Expenses, and Survivors' Loss.

**We** will not pay more than:

- i) \$250 per week for Work Loss per **insured motor vehicle**.
- ii) \$200 per week for Essential Services Expenses per **insured motor vehicle**.
- iii) \$2,000 per person for Funeral Expenses per **insured motor vehicle**.
- iv) \$200 per week for Survivors' Loss described in Part a) of Survivors' Loss per **insured motor vehicle**.

- v) \$200 per week for Survivors' Loss described in Part b) of Survivors' Loss per **insured motor vehicle**.

All benefits paid or payable under Personal Injury Protection will be reduced by:

- a) amounts paid or payable under any workers compensation law.
- b) the amount of any deductible stated on the Policy Declarations for Medical Expenses. This reduction applies only to **you, your resident spouse, or a resident relative**. If two or more persons are injured in the same **motor vehicle** accident, this total deductible amount will be allocated equally among the **injured persons**.
- c) the amount of any deductible stated on the Policy Declarations for Work Loss. This reduction applies only to **you, your resident spouse, or a resident relative**.

### 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 any other reasonable expenses at **our** request.

### Action Against Us

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

### Proof Of Claim; Medical Reports

**You** or any other person making claim must give **us** written proof of claim as soon as possible. It must include all details required by **us** to determine the amounts payable. The **injured person** must take physical and mental examinations by physicians selected by **us** as often as **we** may reasonably

require. **We** may also require any person making claim to submit to questioning under oath and sign the transcript.

If an **injured person** undertakes a procedure or treatment for rehabilitation, other than medical rehabilitation, that person or someone on that person's behalf must notify **us**. If notice has not been given within 60 days from the time the expense of this procedure or treatment has exceeded \$1,000, **we** will be responsible for \$1,000 or the expense incurred during the 60 days before **we** received notice and the expense after **we** received notice, whichever is greater. If **we** already know or have reason to know of the treatment, this notification will not be necessary. If, for some excusable reason, the **injured person** does not give **us** timely notice, **we** will treat the situation as if it had been given.

### Subrogation Rights

When **we** pay an **injured person** under this coverage as the result of a claim, **we** have a right of subrogation to the extent necessary to prevent duplication of benefits or reimbursement of the same loss.

This applies only when:

1. the claim is for accident occurring outside of Minnesota;
2. the claim is based on intentional tort, strict or statutory liability, or negligence other than negligence in the maintenance, use, or operation of a **motor vehicle**; or
3. a commercial vehicle was the direct cause of the loss.

The **injured person** must protect this right of subrogation and help **us** to enforce it.

**We** will pay **our** proportionate share of the attorneys fees and costs incurred to prosecute the claim.

Except in the case of loss caused by an intentional or criminal act, **our** subrogation rights do not apply against any person insured under this policy or any other person or organization legally responsible for the damages if **we** also insure that person or organization for the same loss or damages.

### Reimbursement Agreement

If an **injured person** receives a judgment or settlement from a party responsible for the injury, **we** are entitled to repayment of any amounts paid by **us** to the extent that the judgment or settlement duplicates recovery for the same loss. All rights of recovery against any responsible party or insurer must be maintained and preserved for **our** benefit.

### Non-Duplication Of Benefits; Priority Of Payments; Other Insurance

No **injured person** will recover duplicate benefits for the same loss under this and any similar insurance, including self-insurance. If the **injured person** has other similar insurance, including self-insurance, available and applicable to the accident, **we** will not be liable for more than the proportion of **our** limit of liability to the sum of **our** limit of liability and that of any other applicable insurance.

This coverage is excess over any other collectible personal injury protection benefits, any motor vehicle medical payments insurance, or any similar coverage with respect to **bodily injury** sustained by an **injured person** other than **you**, **your resident** spouse, or a **resident relative** while in, on, getting into or out of any **motor vehicle** being operated by, but not owned by, **you**, **your resident** spouse, or **resident relative**.

### If We Cannot Agree

If the insured person and **we** do not agree on that person's right to receive damages on any claim involving an amount of \$10,000 or less, the dispute will be settled by binding arbitration according to the Minnesota No-fault, Comprehensive, or Collision Damage Automobile Insurance Arbitration Rules.

If the insured person and **we** don't agree on that person's right to receive damages on any claim involving an amount over \$10,000, then upon the mutual consent of the insured person and **us**, the disagreement may be settled by arbitration. The insured person and **we**, however, must mutually agree to arbitrate the disagreements. If the insured person and **we** do not agree to arbitrate, then the disagreement will be resolved in a court of competent jurisdiction.

### Constitutionality Clause

The premium and coverages of this policy have been established in reliance upon the Minnesota No-fault Automobile Insurance Act. If a court of competent jurisdiction declares, or enters a judgment, the effect of which is to render the provisions of the Act invalid or unenforceable, in whole or in part, **we** shall have the right to re-compute the premium payable for this policy. **We** shall also have the right to void or amend the provisions of this coverage.

### Coordination Of Coverage

Any amount payable under Part 3 of this policy shall be reduced by the amount of any personal injury protection benefits:

1. Paid or payable; or
2. Which would be paid or payable except for the application of a deductible;

under this or any other motor vehicle insurance policy.

## Part 3—Uninsured Motorists Insurance Underinsured Motorists Insurance

**We** will pay damages for **bodily injury** which an insured person is legally entitled to recover from the owner or operator of an uninsured or underinsured **motor vehicle**. **Bodily injury** must be caused by accident and arise out of the ownership, maintenance, or use of an uninsured or underinsured **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 agreement cannot be reached, the decision will be made by arbitration.

If an insured person sues a person believed responsible for the accident without notifying **us** in writing at the time the suit is filed, **we** are not bound by any resulting judgment.

### Insured Persons

1. **You** and any **resident** relative.
2. Any other 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 **your** insured **motor home** with **your** permission.

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

1. described on the Policy Declarations. This includes the **motor home you** replace it with.
2. **you** become the owner of during the premium period. This additional **motor home** will be covered if **we** insure all **motor homes you** own. **You** must, however, tell **us** within 30 days after **you** acquire the **motor home**. **You** must pay any additional premium.

3. not owned by **you** or a **resident** 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 home** must be reasonably believed to be used with the owner's permission. It cannot be furnished for the regular use of **you** or any **resident relative**.
4. not owned by **you** or a **resident relative** if being operated by **you** with the reasonable belief that **you** have the owner's permission. The **motor home** cannot be furnished for the regular use of **you** or any **resident relative**.

An insured **motor home** is not a **motor vehicle** made available for public hire by an insured person.

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

1. a **motor vehicle** which has no **bodily injury** 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 amount specified in the financial responsibility laws in the State of Minnesota.
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 as a result of a **motor vehicle** accident. 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 a vehicle at the time of the accident, **we** have a right to inspect it.

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

1. a **motor vehicle** owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who:
  - a) denies coverage;
  - b) is or becomes insolvent; or
  - c) cannot provide the amounts required by that motor vehicle law.
2. a **motor vehicle** insured for bodily injury liability under Part 1 of this policy.

3. an underinsured **motor vehicle**.

#### **An Underinsured Motor Vehicle Is:**

a **motor vehicle** which has **bodily injury** liability protection in effect and applicable at the time of the accident in an amount equal to or greater than the minimum limits specified by the financial responsibility laws of Minnesota, but in an amount less than the applicable damages the insured person is legally entitled to recover.

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

1. a **motor vehicle** that is lawfully self-insured. However, a lawfully self-insured **motor vehicle** may be an underinsured **motor vehicle** when the liability protection in effect and applicable at the time of the accident is less than the applicable damages the insured person is legally entitled to recover.
2. a **motor vehicle** insured for **bodily injury** liability under Part 1 of this policy.
3. an uninsured **motor vehicle**.

#### **Definitions**

1. **We, Us, or Our** means the company shown on the Policy Declarations of the policy.
2. **Bodily Injury** means bodily injury, sickness, disease, or death.
3. **Motor Home** means a self-propelled 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. **Relative** means a person related to **you** by blood, marriage, or adoption. This includes a minor in **your** custody or that of a **resident relative**.
6. **Resident** means a person who resides in **your** household with the intention to continue living there. Unmarried dependent children while temporarily away from home

will be considered residents if they intend to continue to live in **your** household.

7. **You** or **Your** means the policyholder named on the Policy Declarations and that policy holder'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 with the owner or operator of an uninsured **motor vehicle** without **our** written consent.
2. **bodily injury** if that payment would directly or indirectly benefit any workers compensation or disability benefits insurer. This includes a self-insurer.
3. **bodily injury** sustained while in, on, getting into or out of, or when struck by an uninsured **motor vehicle** or a motorcycle which is owned by **you** or a **resident**.

### Limits Of Liability

1. The coverage limit shown on 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 damages sustained by anyone else as a result of the **bodily injury**.
  - b) "each accident" is the total limit for all damages arising out of **bodily injury** to two or more persons in any one **motor vehicle** accident. This limit is subject to the limit for "each person."

The Uninsured Motorists Insurance and Underinsured Motorists Insurance limits apply to each insured **motor home** as stated on the Policy Declarations regardless of the number of:

- a) policies or vehicles involved;
- b) persons insured;
- c) claims made;
- d) vehicles or premiums shown on the policy; or
- e) premiums paid.

In no event will the limits of liability for uninsured or underinsured motorists coverage for two or more **motor vehicles** be added together to determine the amount of coverage available to one person injured in an accident.

2. Damages payable will be reduced by:

- a) all amounts paid by or on behalf of the owner or operator of an uninsured **motor vehicle** or underinsured **motor vehicle** or anyone else responsible. This includes all sums paid under bodily injury liability coverage of this or any other motor home policy.
  - b) all amounts paid or payable under any personal injury protection coverage available except for the application of a deductible.
3. **Our** maximum limit of liability for Underinsured Motorists Insurance will be the lesser of:
    - a) **your** limits of liability for Underinsured Motorists Insurance; or
    - b) the amount of damages **you** sustain but do not recover from the owner or operator of the underinsured **motor vehicle**.

### Non-Duplication Of Benefits

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

### If There Is Other Insurance

If the insured person was injured while occupying a **motor 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 up to the amount by which **our** limit of liability on this policy exceeds the limit of liability of that policy.

If at the time of the accident the insured person was not occupying a **motor vehicle**, the total benefits payable to any one person will not exceed the maximum benefits payable by the policy with the highest coverage limits.

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 coverage limit. **We** will bear **our** proportionate share. This applies no matter how many **motor vehicles** or **motor vehicle** policies may be involved, whether written by **us** or another company.

### 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.

The insured person may be required to take medical examinations by physicians **we** choose, as often as **we** reasonably require. The insured person or that person's representative must authorize **us** to obtain medical reports and copies of records. **We** may also require any person making claim to submit to questioning under oath and sign the transcript.

### 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.

### Our Right To Recover Payment Including Subrogation

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 judgement 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.
  - a) If **we** make a payment under this coverage and the person to or for whom payment was made has a right to recover damages from another, **we** shall be subrogated to the extent of **our** payment to that right. That person shall:
    - i) Execute and deliver to **us** any instruments and papers necessary to secure **our** rights;
    - ii) Do whatever is necessary to enable **us** to exercise these rights; and
    - iii) Do nothing after loss to prejudice them.
  - b) **Our** rights do not apply under Paragraph a) with respect to Underinsured Motorists Coverage if **we**:
    - i) Have been given prompt written notice of a tentative settlement between an insured and the insurer of an underinsured **motor vehicle**; and

ii) Fail to advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of written notification.

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. **We** will pay all related costs and fees.

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

Except in the case of loss caused by an intentional or criminal act, **our** subrogation rights do not apply against any person insured under this policy or any other person or organization legally responsible for the damages if **we** also insure that person or organization for the same loss or damages.

### Additional Duties

A person seeking Underinsured Motorists Coverage must also promptly notify **us** in writing of a tentative settlement between the insured and the insurer of the underinsured **motor vehicle** and allow **us** 30 days to advance payment to that insured in an amount equal to the tentative settlement to preserve **our** rights against the insurer, owner or operator of such underinsured **motor vehicle**.

This notice shall:

1. Identify the insured, the owner or operator of the underinsured **motor vehicle** and the insurer of the underinsured **motor vehicle**;
2. Disclose the limits of the **motor vehicle** liability insurance available to the owner or operator of the underinsured **motor vehicle**; and
3. Disclose the agreed upon amount of the tentative settlement.

### 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 other person lawfully entitled to recover the damages.

### Action Against Us

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

### If We Cannot Agree

If the insured person and **we** do not agree on that person's right to receive damages on any claim involving an amount of \$5,000 or less, the dispute will be settled by binding arbitration according to the Minnesota No-fault, Comprehensive, or Collision Damage Automobile Insurance Arbitration Rules.

If the insured person and **we** do not agree on that person's right to receive damages on any claim involving an amount over \$5,000, then upon the mutual consent of the insured person and **us**, the disagreement may be settled by arbitration. The insured person and **we**, however, must mutually agree to arbitrate the disagreements. If the insured person and **we** do not agree to arbitrate, then the disagreement will be resolved in a court of competent jurisdiction.

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

The following coverages apply when indicated on the Policy Declarations. Additional payments, **motor homes** insured, definitions, exclusions, and other information applicable to all these coverages appear beginning on page 18.

### 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 non-owned **motor home** not caused by collision. Loss caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water or 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 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 the loss payment for loss to safety glass if full glass coverage is indicated as applicable on the Policy Declarations.

### Towing And Labor Costs

**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 on 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 vehicle** or **motor home** from a rental agency or garage. **We** will not pay more than the dollar amount per day shown on the declarations page. **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. of **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 after 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. 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 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 provision does not apply if the insured **motor home** is a **travel-trailer**.

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 will** 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.

This provision does not apply if the insured **motor home** is a **travel-trailer**.

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.
5. No deductible applies to losses involving a **motor home** rented by the named insured. A rental is defined as a **motor vehicle** rented on a weekly or daily basis. A **motor vehicle** is not a rental vehicle if the rate of use is determined on a monthly or longer period, or if the **motor vehicle** is rented principally for business.

### Insured Motor Homes

1. Any **motor home** described on the Policy Declarations and the **motor home** you replace it with if **you** notify **us** within 30 days of the replacement and pay the additional premium. Coverage will not continue after 30 days if **we** are not notified of the replacement vehicle.
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, tell **us** within 30 days of acquiring 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 vehicle**.
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 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**.
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** are not covered unless described on the Policy Declarations.

## Definitions

1. **We, Us, or Our** means the company shown on 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. **Relative** means a person related to **you** by blood, marriage, or adoption. This includes a minor in **your** custody or that of a **resident** relative.
5. **Resident** means a person who resides in **your** household with the intention to continue living there. **Your** unmarried dependent children while temporarily away from home will be considered residents if they intend to resume residing in **your** household.
6. **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.
7. **Travel-trailer** means a trailer of the house, cabin, or camping type equipped or used as a living quarters.
8. **You or Your** means the policyholder named on the Policy Declarations and that policyholder's **resident** spouse.
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 **motor home** 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, or mechanical or electrical breakdown unless 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 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.

If **you** have purchased Motor Home Comprehensive Insurance, this exclusion will not apply to losses to any **sound system** up to the limit stated in Motor Home Comprehensive Insurance for **sound systems**. Losses in excess of the limit for loss to **sound systems** provided under Motor Home Comprehensive Insurance will be covered if **you** have purchased Contents Coverage and the loss is caused by a covered peril.

## Exclusions—What Is Not Covered

These coverages don't apply to:

1. any loss which may reasonably be expected to result from the intentional or criminal acts of **you**, any **resident**, or any other person using **your** insured **motor home** with **your** permission.
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.
9. 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.
10. 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** unless **you** have purchased additional coverage for these items under Contents Coverage and the loss is caused by a covered peril.
11. 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 Contents Coverage and the loss is caused by a covered peril.

12. any loss while **your motor home** or **travel-trailer** is used as a permanent or primary residence.
13. 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**.
14. any loss arising out of participation in any prearranged or organized racing or speed contest or in practice or preparation for any contest of this type.
15. loss due to conversion or embezzlement by any person who has the vehicle due to any rental, lease, lien, or sales agreement.
16. loss to any tapes or similar items, unless **you** have purchased additional coverage for **your** tapes or similar items under Contents Coverage and the loss is caused by a covered peril.
17. loss to property owned by anyone other than **you** or a **resident relative**.
18. loss to articles carried or held as samples for sale, storage or repair, or for delivery.
19. loss to merchandise kept for exhibition or sale, or theatrical wardrobes.
20. loss to business, store, or office furniture or appliances.
21. 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.

### If We Cannot Agree

If the insured person and **we** do not agree on that person's right to receive damages on any claim involving an amount of \$10,000 or less, the dispute will be settled by binding arbitration according to the Minnesota No-fault, Comprehensive, or Collision Damage Automobile Insurance Arbitration Rules.

### 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 on the Policy Declarations, with payment for any resulting damage. **We** may take all or part of the property at the agreed or appraised value. **We** may settle any claim or loss either with **you** or the owner of the property.

### Limits Of Liability

**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; 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, **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, **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 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**, **we** will pay only after all other collectible insurance has been exhausted.

When this insurance policy 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.

Except in the case of loss caused by an intentional or criminal act, **our** subrogation rights do not apply against any person insured under this policy or any other person or organization legally responsible for the damages if **we** also insure that person or organization for the same loss or damages.

### 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 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.

### Loss Payable Clause

If a lienholder and/or lessor is shown in the Policy Declarations, **we** may pay loss under this policy to **you** and to the lienholder 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 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.