

Motorcycle Policy

AU14506

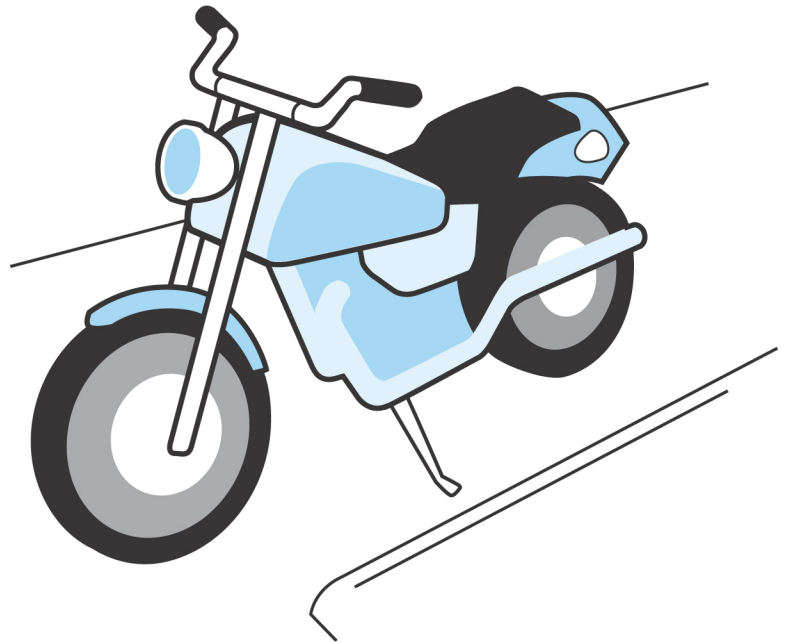


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GENERAL PROVISIONS

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

Insuring Agreement

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

You agree to review **your** Policy Declarations to confirm which of the available coverages and limits described in this policy have been issued to **you**. **You** agree to also review those sections of this policy which relate to those coverages issued to **you** so that **you** fully understand the insurance protection **you** are receiving. Failure to review this Policy, including **your** Policy Declarations, will not relieve **you** of this obligation. **You** should contact **us**, or the agent listed on **your** Policy Declarations, immediately if **you** have any questions about the coverages or limits, if **you** believe there is any mistake about the coverages or limits issued to **you**, or if **you** have any questions or do not understand anything in this policy.

While **your** agent can help answer many specific questions about the coverages, only **you** can determine if **you** have selected the insurance coverages **you** need and that those coverages have actually been issued to **you**.

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

When And Where The Policy Applies

Your policy applies only during the policy period. During this time, it applies to covered losses to an **insured cycle**, 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.

Conformity To State Statutes

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

Insurance Coverage In Mexico

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

Motor vehicle accidents in Mexico are subject to the laws of Mexico, NOT the United States of America. In Mexico, an accident can be considered a CRIMINAL OFFENSE as well as a civil matter.

In some cases, part or all of this policy may NOT be recognized by Mexican authorities and **we** may not be allowed to provide any insurance coverage at all in Mexico. For **your** protection, **you** should consider purchasing coverage for **your cycle** from a licensed Mexican insurance company before driving into Mexico.

However, when possible, protection will be afforded for those coverages for which a premium is shown on the Policy Declarations for an **insured cycle** while that **insured cycle** is within 75 miles of the United States border and only for a period not to exceed ten days after each separate entry into Mexico.

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

Premium Changes

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

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

1. **cycles** insured by the policy, including changes in use;



2. drivers residing in **your** household, their ages or marital status;
3. coverages or coverage limits;
4. rating territory; and
5. discount or surcharge applicability.

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

Coverage Changes

When **we** broaden a coverage during the policy period without additional charge, **you** have the new feature if **you** have the coverage to which it applies. The new feature applies on the date the coverage change is effective in **your** state. Otherwise, the policy can be changed only by endorsement. Any change in **your** coverage will be made using the rules, rates, and forms in effect, and on file if required, for **our** use in **your** state.

Duty To Report Policy Changes

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

You must notify **us** within 30 days when **you** acquire an **additional cycle** or **replacement cycle**. If **you** do not, certain coverages of this policy may not apply.

When **you** acquire an **additional cycle**, it will be covered by **us** for 30 days immediately after **you** acquire ownership. **We** will provide this coverage only if no other insurance policy provides coverage for this **cycle** and **you** pay the additional premium.

Coverage will be continued beyond this 30-day period only if:

1. **you** ask **us** to continue coverage within 30 days after **you** acquire the **cycle**;
2. **we** agree to continue coverage for this **additional cycle**; and
3. **you** pay the additional premium.

If **you** do not notify **us** within 30 days of acquiring a **replacement cycle**, the coverage under Part 4—Protection Against Loss To The Motorcycle, of this policy will not apply to the **replacement cycle**.

Notice

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

What To Do If There Is A Loss

1. If an insured person has an accident involving an **insured cycle**, **we** or one of **our** authorized representatives must be informed as soon as possible of all details. As soon as possible, any person making a claim must give **us** written proof of loss, including all details **we** may need to determine the amounts payable.
2. **We** may require any person making a claim to file with **us** a sworn proof of loss. **We** may also require that person to submit to examinations under oath, separately and apart from others, and to sign the transcript.
3. If an insured person is sued as the result of a **cycle** accident, **we** must be informed immediately.
4. **You** must allow **us** to inspect any damaged property.
5. **You** must protect the **cycle** from further loss. **We** will pay reasonable expenses to guard against further loss. If **you** do not protect the **cycle**, further loss is not covered.
6. **You** must report all theft losses as soon as possible to the police.
7. Any insured person may be required to undergo medical examinations by physicians **we** choose, as often as **we** reasonably require. **We** must be given authorization to obtain medical reports and other records pertinent to the claim.

Assistance And Cooperation

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

If an insured person voluntarily takes any action or makes any payments other than for covered expenses for bonds or first aid to others, **we** are not obligated to provide reimbursement for such payments. Under Uninsured Motorist Insurance and

Underinsured Motorist Insurance, **we** may require an insured person to take proper action to preserve all rights to recover damages from anyone responsible for the **bodily injury** or **property damage**.

Subrogation Rights

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

Combining Limits Of Two Or More Cycles Prohibited

The coverage limits applicable to any one **cycle** shown on the Policy Declarations will not be combined with or added to the coverage limits applicable to any other **cycle** shown on the Policy Declarations or covered by the policy. This means that no stacking or aggregation of coverages will be allowed by this policy. This is true even though a separate premium is charged for each of those **cycles**, regardless of the number of:

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

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

Transfer

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

Payment

If **your** initial premium payment for **your** first policy period is by check, draft, or any remittance other than cash, such payment is conditional upon the check, draft, or other remittance being honored upon presentation. If such check,

draft, or remittance is not honored upon presentation, this policy shall be deemed void from its inception. This means that **we** will not be liable under this policy for any claims or damages which would otherwise be covered had the check, draft, or remittance been honored upon presentation.

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

Conditional Reinstatement

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

Fraud Or Misrepresentation

We will not provide coverage for any loss, which occurs in connection with or as a result of any material misrepresentation, fraud, or concealment of material facts.

We will not provide coverage for any loss if any material misrepresentation, concealment of any material fact or omission was made on **your** insurance application. This means that even after the occurrence of an accident or loss **we** will not be liable for any claims or damages, which would otherwise be covered.

We may deny coverage for any accident or loss if **you** or an insured person has knowingly concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, in connection with the presentation or settlement of a claim.

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.

Cancellation

Your Right To Cancel

You may cancel this policy by notifying **us** of the future date **you** wish to stop coverage. **Your** return premium, if any, will be refunded at the time of cancellation or as soon as possible.

Our Right To Cancel

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, the date of cancellation will be at least 10 days after the date of mailing. If **we** cancel for any reason other than non-payment of premium, notice will be as follows:

1. During the first 59 days the original policy is in effect, the date of cancellation will be at least 10 days after the date of mailing.
2. After the first 59 days of the original policy period, the date of cancellation will be at least 20 days after the date of mailing.

When this policy has been in effect for 59 days or more or if it is a renewal with **us**, **we** may cancel part or all of this policy for one or more of the following reasons:

1. **You** do not pay the premium when it's due;
2. **You**, any member of **your** household, or any person who customarily operates an **insured cycle** has had a driver's license or motor vehicle registration suspended or revoked during the policy period or if the policy is a renewal, during its policy period or the preceding 180 days;
3. Fraud or material misrepresentation made by or with the knowledge of any **insured person** in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
4. The **insured cycle** is:
 - a) so mechanically defective that its operation might endanger public safety;
 - b) used in carrying passengers for hire or compensation; provided, however, that the use of a **cycle** for a car pool is not use of a **cycle** for hire or compensation;
 - c) used in the transportation of flammables or explosives or for an illegal purpose;
 - d) an authorized emergency vehicle; or
 - e) altered during the policy period so as to substantially increase the risk.

5. **We** have mailed notice within the first 59 days that **we** do not intend to continue the policy.

Proof of mailing the notice of cancellation to **you** at **your** last mailing address known to **us** shall be sufficient proof of notice. Coverage under this policy will terminate on the effective date and time stated on the cancellation 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. However, refund of unearned premium is not a condition of cancellation.

Non-Renewal

If **we** do not intend to renew **your** policy, **we** will mail **you** notice at least 30 days before the end of the policy period. Proof of mailing the notice of non-renewal to **you** shall be deemed proof of notice.

Action Against Us

No one may bring an action against **us** unless:

1. there is full compliance with all policy terms; and
2. the action is commenced within one year of the date the cause of action accrues. However, if an action is in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under a particular coverage that is shown on the Policy Declarations, such action must be commenced within the time period specified in the **Action Against Us** provision of that particular coverage. If an action is brought asserting claims relating to the existence or amount of coverage, or the amount of loss for which coverage is sought, under different coverages of this policy, the claims relating to each coverage shall be treated as if they were separate actions for the purpose of the time limit to commence action.

Arbitration

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

1. no arbitrator shall have the authority to award punitive damages or attorney's fees;
2. neither of the parties shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and

- no arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

Loss Reduction And Other Items

From time to time and in **our** sole discretion, **we** may provide **you**, or allow others to provide **you**, with:

- items, memberships, special offers, merchandise, services, classes, seminars or other things of value designed to help **you** or other persons insured under this policy manage the risks **you** or they face, including, but not limited to, loss reduction or safety-related items; or
- items, memberships, special offers, merchandise, services, classes, seminars or things of any other type that **we** think may be of value to **you** or someone else insured under this policy.

These items, memberships, special offers, merchandise, services, classes, seminars or other things of value may be provided in any form, including, but not limited to, redemption codes, coupons, vouchers and gift cards.

Bankruptcy Or Insolvency

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

What Law Will Apply

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

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

Where Lawsuits May Be Brought

Subject to the following two paragraphs, any and all lawsuits in any way related to this policy shall be brought, heard, and decided only in a state or federal court located in North Dakota. 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 North Dakota, provided that such persons are subject to or consent to suit in the courts specified in this paragraph.

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

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

Definitions Used Throughout The Policy

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

- Additional Cycle** means a **cycle** of which **you** become the owner during the policy period and:
 - we** insure all other **cycles you** own;
 - the newly acquired **cycle** is not covered under any other insurance policy;
 - you** tell **us** within 30 days of acquiring the **cycle**; and
 - you** pay any additional premium.
- Bodily Injury** means physical harm to the body, sickness, disease, or death, but does not include:
 - any venereal disease;
 - herpes;
 - Acquired Immune Deficiency Syndrome (AIDS);
 - AIDS Related Complex (ARC);
 - Human Immunodeficiency Virus (HIV);

or any resulting symptom, effect, condition, disease or illness related to a) through e) listed above.
- Insured Cycle** means any **cycle you** own which is described on the Policy Declarations. This also includes:
 - a **replacement cycle**;
 - an **additional cycle**;
 - a **substitute cycle**;
 - a **non-owned cycle**; or

- e) a trailer while attached to an **insured cycle**. The trailer must be designed specifically for use with that **insured cycle**.

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

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

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

5. **Non-owned cycle** means a **cycle** used by **you** or a **resident** relative with the owner's permission but which is not:
- owned by **you** or a **resident** relative; or
 - available or furnished for the regular use of you or a **resident** relative.
6. **Passenger** means any person, other than the driver of an **insured cycle**, while such person is occupying an **insured cycle** or in a sidecar attached to an **insured cycle**.
7. **Replacement Cycle** means a newly acquired **cycle you** own which is a permanent replacement for a **cycle** described on the Policy Declarations. **You** must notify **us** within 30 days of acquisition and pay any additional premium.
- If **we** provide coverage for a **replacement cycle** under any Part of this policy, the **replacement cycle** will have the same coverage as the **cycle** it replaced.
8. **Resident** means a person who physically resides in **your** household with the intention of continuing residence there. **We** must be notified of all residents of **your** household. **Your** unmarried dependent children while temporarily away from home will be considered residents if they intend to resume residing in **your** household.
9. **Substitute cycle** means a **non-owned cycle** being temporarily used by **you** or a **resident** relative with the permission of the owner while **your insured cycle** is being serviced or repaired, or if **your insured cycle** is stolen or destroyed. A **substitute cycle** will include an automobile

rented under the terms of Rental Reimbursement Coverage of Part 4 of the policy.

10. **You** or **Your** means the policyholder named on the Policy Declarations and that policyholder's **resident** spouse.
11. **We, Us,** or **Our** means the company shown on the Policy Declarations.

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

General Statement Of Coverage

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

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

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

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

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

Our Right To Appeal

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

Additional Payments We Will Make

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

- up to \$200 a day for loss of wages or salary if **we** ask that person to attend hearings or trials to defend against a **bodily injury** suit. **We** will not pay for loss of other

income. **We** will pay other reasonable expenses incurred at **our** request.

2. court costs for defense.
3. interest accruing on judgment entered against an **insured person**, but only on that part of a judgment entered against an **insured person** which does not exceed **our** limits of liability, until such time as **we** have paid, formally offered, or conditionally or unconditionally deposited in court, the amount for which **we** are liable under this policy. This means that under no circumstances will **we** pay interest on that part of a judgment entered against an **insured person** which exceeds **our** stated limits of liability.
4. premiums on appeal bonds and on bonds to release attachments, but not in excess of **our** limit of liability. **We** have no obligation, however, to apply for or furnish these bonds.

We will repay an insured person for:

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

Additional Definitions For Part 1

1. **Insured Person(s)** means:
 - a) While using an **insured cycle**, other than a **non-owned cycle**:
 - i) **you**;
 - ii) any **resident** relative; and
 - iii) any other person using it with **your** permission.
 - b) While using a **non-owned cycle**:
 - i) **you**; and
 - ii) any **resident** relative.
2. **Rental Vehicle** means a **non-owned cycle** owned by a person engaged in the business of renting **cycles**, and for which the rental agreement is for a term no longer than 30 continuous days.

Exclusions—What Is Not Covered

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

1. **bodily injury** or property damage arising out of the use of an **insured cycle** while used to carry persons or property for a charge, or the use of any **cycle** an **insured person** is driving while available for hire by the public. This exclusion does not apply to ride-share arrangements. This exclusion also does not apply to the use of an **insured cycle** for charitable events.
2. **bodily injury** or property damage arising out of business operations such as repairing, servicing, testing, washing, parking, storing, or selling of motor vehicles. However, coverage does apply to **you, resident** relatives, partners, or employees of the partnership of **you** or a **resident** relative when using **your insured cycle**.
3. **bodily injury** or property damage arising out of the use of a **non-owned cycle** or **cycle** trailer **you** do not own in any business or occupation of an **insured person**. However, this exclusion does not apply while **you, your** chauffeur, or domestic servant are using a **cycle** or trailer.
4. **bodily injury** to an employee of any **insured person** arising in the course of employment. This exclusion does not apply to **your** domestic employee who is not required to be covered by a workers' compensation law, disability law, or similar law.
5. **bodily injury** to a co-worker injured in the course of employment. This exclusion does not apply to **you**.
6. damage to or destruction of property an **insured person** owns, transports, is in charge of, or rents. A **cycle** operated by an **insured person** is considered to be property in charge of an **insured person**. However, this exclusion does not apply to:
 - a) a rented residence or a rented garage damaged by an **insured cycle**; or
 - b) property damage to another **insured cycle**.
7. **bodily injury** or property damage intended by, or reasonably expected to result from, the intentional or criminal acts or omissions of an **insured person**. This exclusion applies even if:
 - a) such **insured person** lacks the mental capacity to control or govern his or her conduct;
 - b) such **insured person** is temporarily insane or temporarily lacks the mental capacity to control or

govern his or her conduct or is temporarily unable to form any intent to cause **bodily injury** or property damage;

- c) such **bodily injury** or property damage is of a different kind or degree than intended or reasonably expected; or
- d) such **bodily injury** or property damage is sustained by a different person than intended or reasonably expected.

This exclusion applies regardless of whether an **insured person** is actually charged with, or convicted of, a crime.

This exclusion precludes coverage for any **insured person(s)** under the policy regardless of whether the person seeking coverage participated in any way in the intentional or criminal acts or omissions.

- 8. **bodily injury** or property damage also covered under nuclear energy liability insurance. This applies even if the limits of that insurance are exhausted.
- 9. liability from or as a consequence of the following whether controlled or uncontrolled or however caused:
 - a) nuclear reaction;
 - b) radiation; or
 - c) radioactive contamination.
- 10. **bodily injury** or property damage arising out of the participation in any prearranged, organized or spontaneous:
 - a) racing contest;
 - b) speed contest;
 - c) demolition contest;
 - d) stunt contest;
 - e) off-road contest;
 - f) **cycle** performance, maneuvering, or endurance contest; or

in practice or preparation for any contest of this type. This exclusion applies only to the extent that damages exceed the minimum limits of liability required by Chapter 39-16.1 of the North Dakota Motor Vehicle Code.

- 11. any liability assumed by an **insured person** under any contract or agreement.
- 12. **bodily injury** or property damage resulting from the ownership, maintenance or use, loading or unloading of the **insured cycle** by any person as an employee of the

United States government, while acting within the scope of such employment. This exclusion applies only if the provisions of the Federal Tort Claims Act, as amended, require the Attorney General of the United States to defend that person in any civil action or proceeding which may be brought for the **bodily injury** or property damage.

- 13. **bodily injury** or property damage arising out of the use of an **insured cycle** while leased or rented to others. However this exclusion does not apply to the operation of an **insured cycle** by **you** or a **resident** relative.

Financial Responsibility

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

Limits Of Liability

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

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

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

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

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

Non-Duplication Of Benefits

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

If There Is Other Insurance

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

If an **insured person** is using a **substitute cycle** or **non-owned cycle**, **our** liability insurance will be excess over other collectible insurance. However, if an **insured person** is operating an **insured cycle** which is owned by a person, firm, or corporation in the business of selling, leasing, repairing, servicing, delivering, testing, road testing, parking, or storing motor vehicles, **our** liability insurance will apply on a primary basis.

Where property damage occurs to a **rental vehicle** used by an **insured person** and two or more policies apply, the insurer paying the claim is entitled to a pro-rata contribution from any other applicable insurer. If the **insured person** using the **rental vehicle** is also covered by that person's employer's insurance policy, **our** property damage liability insurance will be excess.

Action Against Us

No **insured person** 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 Motorcycle Liability Insurance, unless there is full compliance with all policy terms and such action is commenced no later than the last of the following to occur:

1. two years after the date of the accident;
2. one year after entry of final judgment or other court order terminating a lawsuit against the insured to

determine the insured's liability or the amount of the insured's liability arising out of the accident;

3. one year after **we** agree to a settlement; or
4. if **we** have denied coverage and the **insured person** has thereafter settled with the claimant without any lawsuit being filed to determine the insured's liability or the amount of the insured's liability arising out of the accident, within one year after the denial of coverage.

If the **insured person** is subjected to claims arising out of the same accident by more than one person claiming **bodily injury** or property damage, the time for the **insured person** to bring an action against **us** shall be determined separately as to the coverage sought or provided with respect to the claims of each of those claiming against the **insured person**.

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 of an **insured person**.

Additional Interested Parties

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

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

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

Part 2—Motorcycle Medical Payments

General Statement Of Coverage

If a premium is shown on the Policy Declarations for Motorcycle Medical Payments, **we** will pay to or on behalf of an **insured person** all reasonable expenses actually incurred for necessary medical treatment, medical services or medical products actually provided to the **insured person** by a state

licensed health care provider. Ambulance, hospital, medical, surgical, X-ray, dental, orthopedic and prosthetic devices, pharmaceuticals, eyeglasses, hearing aids, and professional nursing services are covered. Funeral service expenses are also covered. Payments will be made only when **bodily injury** is caused by a **motor vehicle** accident.

The treatment, services, or products must be rendered within three years of the date of the accident.

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

Additional Definitions For Part 2

1. **Insured Person(s)** means:
 - a) **you** and any **resident** relative who sustains **bodily injury** while in, on, getting into or out of, or getting on or off of, or when struck as a pedestrian by, a **motor vehicle** or trailer. The use of a **non-owned cycle** must be with the owner's permission.
 - b) any other person who sustains **bodily injury** while in, on, or getting on or off of:
 - (i) an **insured cycle**, other than a **nonowned cycle**, while being used by **you**, a **resident** relative, or any other person with **your** permission.
 - (ii) a **non-owned cycle** or trailer if the injury results from the operation or occupancy by **you**, **your** private chauffeur or domestic servant on your behalf, or a **resident** relative.
 - (iii) **your insured cycle** while a **passenger** on **your cycle**.
2. **Motor Vehicle** means a land motor vehicle designed for use on public roads.

Exclusions—What Is Not Covered

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

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

- d) such **bodily injury** is sustained by a different person than intended or reasonably expected.

This exclusion applies regardless of whether an **insured person** is actually charged with, or convicted of, a crime.

This exclusion precludes coverage for any **insured persons** under the policy regardless of whether the person seeking coverage participated in any way in the intentional or criminal acts or omissions.

2. to **you** or a **resident** relative while in, on, getting into or out of, or getting on or off of, a **cycle** owned by **you** or a **resident** relative which is not insured for this coverage under this policy.
3. to **you** or a **resident** relative while in, on, getting on or off, or into or out of, or struck as a pedestrian by:
 - a) a vehicle operated on rails or crawler-tracks; or
 - b) a vehicle or other equipment designed for use off public roads, while not on public roads.
4. to any person while in, on, getting on or off, or into or out of:
 - a) a **cycle** owned by **you** or a **resident** relative while available for hire to the public. This exclusion does not apply to ride-share arrangements. This exclusion also does not apply to the use of an **insured cycle** for charitable events.
 - b) a **cycle** or trailer while used as a residence or premises.
5. to any person, other than **you** or a **resident** relative, while using a **motor vehicle you** or **your resident** relative do not own or which is not available or furnished for the regular use of **you** or **your resident** relative:
 - a) which is available for hire by the public; or
 - b) in business operations such as repairing, servicing, testing, washing, parking, storing or selling of **motor vehicles**.

Coverage is provided for **you**, **your** private chauffeur or domestic servant while using an **insured cycle** or trailer in any other business or occupation.
6. caused by war or warlike acts, including, but not limited to, insurrection, rebellion, or revolution.
7. arising out of the participation in any prearranged, organized or spontaneous:
 - a) racing contest;

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

in practice or preparation for any contest of this type.

8. to any person or dependent of a person to the extent that such person or dependent is eligible to receive benefits provided by the U.S. government under a contract of employment, including past or present military duty.

We will reimburse the U.S. government, as required in Chapter 55 of Title 10 of the U.S. Code, for expenses covered under this part of the policy when it incurs such expense on behalf of an **insured person** through a facility of the uniformed services.

9. also covered under nuclear energy liability insurance. This applies even if the limits of that insurance are exhausted.
10. as a consequence of the following whether controlled or uncontrolled or however caused:
- a) nuclear reaction;
 - b) radiation; or
 - c) radioactive contamination.

Limits Of Liability

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

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

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

- 6. premiums paid.

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

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

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

- 1. \$2,000;
- 2. the Motorcycle Medical Payments coverage limit of liability stated on the Policy Declarations; or
- 3. the remaining portion of the Motorcycle Medical Payments coverage limit of liability not expended for other covered medical expenses.

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

Motorcycle Medical Payments coverage amounts payable, other than funeral service expenses benefits, will be reduced by:

- 1. amounts payable under any workers' compensation law or any similar law.
- 2. amounts received from others, whether insured under this or any other insurance policy, including their insurers, who may be legally responsible for the injuries. This reduction applies only to amounts that are a duplication of payment for the same loss.
- 3. amounts of other similar, collectible medical insurance benefits available to an **insured person**.
- 4. amounts payable under the Underinsured Motorists Insurance of this policy, or any other similar underinsured motorists coverage.

Non-Duplication Of Benefits

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

Unreasonable Or Unnecessary Medical Expenses

If an **insured person** incurs medical expenses which **we** deem to be unreasonable or unnecessary, **we** may refuse to pay for those medical expenses and contest them.

If an **insured person** is sued by a medical services provider because **we** refuse to pay medical expenses which **we** deem to be unreasonable or unnecessary, **we** will pay defense costs and any resulting judgment against the **insured person**. **We** will choose the counsel. An **insured person** must cooperate with **us** in the defense of any claim or lawsuit. If **we** ask an **insured person** to attend hearings or trials, **we** will pay up to \$200 per day for the loss of wages or salary. **We** will also pay other reasonable expenses incurred at **our** request.

No **insured person** may sue **us** for medical expenses **we** deem unreasonable or unnecessary unless:

1. the **insured person** has paid the entire disputed amount to the medical services provider; or
2. the medical services provider has expressly threatened or initiated collection activity toward an **insured person**.

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 Motorcycle Medical Payments, unless there is full compliance with all policy terms and such action is commenced within one year after the date the expenses for which coverage is sought were actually incurred by an **insured person**.

If There Is Other Insurance

When this coverage applies to a **substitute cycle** or **non-owned cycle**, **we** will pay only after all other collectible insurance has been exhausted. When this coverage applies to a **replacement cycle** or **additional cycle**, this policy will not apply if **you** have other collectible **motor vehicle** medical insurance.

Right Of Reimbursement

If **we** make payment on behalf of an **insured person**, that **insured person** shall reimburse **us** from the proceeds of any sums received from any other sources, including under Part 1 of this policy, for such medical expenses for the same elements or loss paid or payable under this coverage. Any amount recovered by an **insured person** shall be held in trust for **us** by that **insured person** to the extent of **our** payments made under this part of the policy. In order to protect our right to reimbursement, **we** may notify persons or organizations that may be responsible for payment of medical expenses to or on behalf of the **insured person**.

Part 3—Uninsured Motorists Insurance Underinsured Motorists Insurance

Section I—Uninsured Motorists Insurance

General Statement Of Coverage

If a premium is shown on the Policy Declarations for Uninsured Motorists Insurance, **we** will pay 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, fines or penalties under Uninsured Motorists Insurance.

If the **insured person** and **we** do not agree on the **insured person's** right to receive payment for damages or on the amount of damages, then the disagreement will be resolved in a court of competent jurisdiction. Costs, including attorney fees, are to be paid by the party incurring them.

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 financial security requirements of the state in which **your insured cycle** is principally garaged.
3. a **motor vehicle** for which the insurer, other than **us** under this policy, denies coverage or becomes insolvent.

4. a hit-and-run **motor vehicle** which causes **bodily injury** to an **insured person** whether or not physical contact was made with the **insured person** or with a vehicle occupied by that person. The identity of either the operator or the owner of the vehicle must be unknown. The accident must be reported as soon as practicable 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.

If the hit-and-run **motor vehicle** caused the injury without physical contact with the **insured person** or the vehicle the **insured person** was occupying, the facts of the accident must be verified by a disinterested witness.

An Uninsured Motor Vehicle Is Not:

1. a **motor vehicle** that is lawfully self-insured.
2. a **motor vehicle** which is insured under the Motorcycle Liability Insurance of this policy.
3. a **motor vehicle** owned by any federal, state or local government or agency.

Additional Definitions For Part 3—Section I

1. **Insured Person(s)** means:
 - a) **you** and any **resident** relative.
 - b) any person while in, on, getting into or out of, or getting on or off, an **insured cycle** with **your** permission.
 - c) any other person who is legally entitled to recover because of **bodily injury** to **you**, a **resident** relative, or an occupant of **your insured cycle** with **your** permission.
2. **Motor Vehicle** means a land motor vehicle not weighing more than 20,000 pounds, or attached 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.

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, if that person or that person's legal representative makes a settlement without **our** written consent, if such agreement adversely affects **our** rights. This will include any payment made by any person on behalf of the uninsured motorist.

2. **bodily injury** while in, on, getting into or out of, or getting on or off, a vehicle which **you** own which is insured for this coverage under another policy. This exclusion does not apply to **you** or a **resident** relative.
3. **bodily injury** if the payment directly or indirectly benefits any workers' compensation or disability benefits insurer. This includes a self-insurer.
4. **bodily injury** arising out of the use of an **insured cycle** while used to carry persons or property for a charge, or the use of any **motor vehicle** an **insured person** is driving while available for hire by the public. This exclusion does not apply to shared-expense arrangements. This exclusion does not apply to **bodily injury** caused by the use of an **insured cycle** for charitable events.
5. **bodily injury** sustained while in, on, getting into or out of, getting on or off, or when struck by a vehicle owned by or available or furnished for the regular use of, **you** or a **resident** which is not insured for this coverage.
6. **bodily injury** arising out of the participation in any prearranged, organized or spontaneous:
 - a) racing contest;
 - b) speed contest;
 - c) demolition contest;
 - d) stunt contest;
 - e) off-road contest;
 - f) **cycle** performance, maneuvering, or endurance contest; or

in practice or preparation for any contest of this type. This exclusion applies only to the extent that damages exceed the minimum limits of liability required by Chapter 39-16.1 of the North Dakota Motor Vehicle Code.
7. **bodily injury** to the extent that payment would benefit any governmental body or agency.

Limits Of Liability

The coverage limit shown on the Policy Declarations for:

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 that **we** will pay for damages arising out of all **bodily injury** in any one **motor**

vehicle accident. This limit is subject to the limit for “each person.”

These limits are the maximum **we** will pay for any one **motor vehicle** accident regardless of the number of:

1. claims made;
2. vehicles or persons shown on the Policy Declarations;
3. vehicles involved in the accident;
4. persons involved;
5. persons covered; or
6. premiums paid.

THIS MEANS THAT NO STACKING OR AGGREGATION OF UNINSURED MOTORISTS INSURANCE WHATSOEVER WILL BE ALLOWED BY THIS POLICY.

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

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

Damages payable under Uninsured Motorists Insurance shall be reduced by:

1. all amounts paid or payable 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 or similar law, exclusive of non-occupational disability benefits.
3. all amounts paid or payable under any valid and collectible motor vehicle medical payments, Personal Injury Protection insurance, or similar motor vehicle coverages.

If There Is Other Insurance

If an **insured person** is entitled to Uninsured Motorists Coverage under more than one policy, the maximum amount such insured may recover may not exceed the highest limit of such coverage provided for any one vehicle under any one

policy. If more than one policy applies, the following order of priority applies:

1. A policy covering a **motor vehicle** occupied by the injured person at the time of the accident.
2. A policy covering a **motor vehicle** not involved in the accident under which the injured person is a named insured.
3. A policy covering a **motor vehicle** not involved in the accident under which the injured person is an insured other than a named insured.

Coverage available under a lower priority policy applies only to the extent it exceeds the coverage of a higher priority policy.

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 or Underinsured Motorists Insurance, including approved plans of self-insurance.

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. **We** are not entitled to repayment until after the person **we** have paid under this coverage has been compensated for all damages that person was legally entitled to recover.
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 own 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, except for the amount which is in excess of the limits of liability of the policy of the insolvent insurer.

Payment Of Loss By Us

Any amount due is payable to the **insured person**, to the parent or guardian of an **insured person** who is an injured

minor, or to the spouse of any **insured person** who dies. However, **we** may pay any person lawfully entitled to recover the damages.

Action Against Us

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

If, at any time before **we** pay for the loss, an **insured person** institutes a suit against anyone believed responsible for the accident, **we** must be given a copy of the summons and complaint or other process so as to give **us** adequate time to intervene in a lawsuit. If a suit is brought without **our** written consent, **we** are not bound by any resulting judgment.

Section II—Underinsured Motorists Insurance

General Statement Of Coverage

If a premium is shown on the Policy Declarations for Underinsured Motorists Insurance, **we** will pay 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 punitive or exemplary damages, fines or penalties under Underinsured Motorists Insurance.

If the **insured person** and **we** do not agree on the **insured person's** right to receive payment for damages or on the amount of damages, then the disagreement will be resolved in a court of competent jurisdiction. Costs, including attorney fees, are to be paid by the party incurring them.

An Underinsured Motor Vehicle Is:

A **motor vehicle** which has an applicable bodily injury liability insurance policy or bond in effect at the time of the accident in at least the amount required by the financial responsibility laws of North Dakota, but the limits of that coverage are:

1. less than the Limit Of Liability for Underinsured Motorists Insurance under this policy; or
2. reduced by payments to persons other than the **insured person** to an amount less than the Limit Of Liability for Underinsured Motorists Insurance under this policy.

An Underinsured Motor Vehicle Is Not:

1. A **motor vehicle** insured for bodily injury liability under the Motorcycle Liability Insurance of this policy.
2. A **motor vehicle** owned by any federal, state, or local government or agency.

Additional Definitions For Part 3—Section II

1. **Insured Person(s)** means:
 - a) **you** and any **resident** relative.
 - b) any person while in, on, getting into or out of, or getting on or off, an **insured cycle** with **your** permission.
 - c) any other person who is legally entitled to recover because of **bodily injury** to **you**, a **resident** relative, or an occupant of **your insured cycle** with **your** permission.
2. **Motor Vehicle** means a land motor vehicle not weighing more than 20,000 pounds, or attached 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.

Exclusions—What Is Not Covered

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

1. **bodily injury** while in, on, getting into or out of, or getting on or off, a vehicle which **you** own which is insured for this coverage under another policy. This exclusion does not apply to **you** or a **resident** relative.
2. **bodily injury** sustained while in, on, getting into or out of, getting on or off, or when struck by a vehicle owned by or available or furnished for the regular use of, **you** or a **resident** which is not insured for this coverage.
3. **bodily injury**, if the payment would directly or indirectly benefit any workers' compensation or disability benefits insurer. This includes a self-insurer.
4. **bodily injury** to any person who makes a settlement without **our** written consent, if such agreement adversely affects **our** rights. However, this exclusion does not apply if **we**:
 - a) have been given written notice in advance of a settlement between an insured and the owner or operator of the underinsured **motor vehicle**; and

- b) **we** fail to advance payment to the insured in an amount equal to the tentative settlement within 30 days following receipt of such written notice.
5. **bodily injury** arising out of the use of an **insured cycle** while used to carry persons or property for a charge, or the use of any **motor vehicle** an **insured person** is driving while available for hire by the public. This exclusion does not apply to shared-expense arrangements. This exclusion does not apply to **bodily injury** caused by the use of an **insured cycle** for charitable events.
6. **bodily injury** arising out of the participation in any prearranged, organized or spontaneous:
- racing contest;
 - speed contest;
 - demolition contest;
 - stunt contest;
 - off-road contest;
 - cycle** performance, maneuvering, or endurance contest; or
- in practice or preparation for any contest of this type. This exclusion applies only to the extent that damages exceed the minimum limits of liability required by Chapter 39-16.1 of the North Dakota Motor Vehicle Code.
7. **bodily injury** to the extent that payment would benefit any governmental body or agency.

Limits Of Liability

The coverage limit shown on the Policy Declarations for:

- "each person" is the maximum that **we** will pay for 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**.
- "each accident" is the maximum that **we** will pay for damages arising out of all **bodily injury** in any one **motor vehicle** accident. This limit is subject to the limit for "each person."

These limits are the maximum **we** will pay for any one **motor vehicle** accident regardless of the number of:

- claims made;
- vehicles or persons shown on the Policy Declarations;
- vehicles involved in the accident;

- persons involved;
- persons covered; or
- premiums paid.

THIS MEANS THAT NO STACKING OR AGGREGATION OF UNDERINSURED MOTORISTS INSURANCE WHATSOEVER WILL BE ALLOWED BY THIS POLICY.

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

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

Subject to the limit shown on the Policy Declarations for Underinsured Motorists Insurance, **we** will not pay more than the lesser of:

- the amount of damages sustained but not recovered by any settlement or judgment with or for the person or organization which may be held legally liable for the **bodily injury**; or
- the Limits Of Liability of the Underinsured Motorists Insurance.

Damages payable will be reduced by:

- all amounts paid by the owner or operator of the underinsured **motor vehicle** or anyone else responsible. This includes all sums paid under the Bodily Injury Liability coverage of this or any other policy.
- all amounts paid or payable under any workers' compensation law or similar law, exclusive of non-occupational disability benefits.
- all amounts paid or payable under any valid and collectible motor vehicle medical payments, Personal Injury Protection insurance, or similar motor vehicle coverages.

We are not obligated to make any payment for **bodily injury** under Underinsured Motorists Insurance which arises out of the use of an underinsured motor vehicle until after the limit of liability for all liability protection in effect and applicable at the time of the accident has been exhausted by payments of judgments or settlements.

If There Is Other Insurance

If an **insured person** is entitled to Underinsured Motorists Coverage under more than one policy, the maximum amount such insured may recover may not exceed the highest limit of such coverage provided for any one vehicle under any one policy. If more than one policy applies, the following order of priority applies:

1. A policy covering a **motor vehicle** occupied by the injured person at the time of the accident.
2. A policy covering a **motor vehicle** not involved in the accident under which the injured person is a named insured.
3. A policy covering a **motor vehicle** not involved in the accident under which the injured person is an insured other than a named insured.

Coverage available under a lower priority policy applies only to the extent it exceeds the coverage of a higher priority policy.

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 or Underinsured Motorists Insurance, including approved plans of self-insurance.

Trust Agreement

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

1. **we** are entitled to repayment of amounts paid by **us** out of the proceeds of any settlement or judgment that person recovers from the responsible party or insurer. **We** are not entitled to repayment until after the person **we** have paid under this coverage has been compensated for all damages that person was legally entitled to recover.
2. all rights of recovery against any responsible party or insurer must be maintained and preserved for **our** benefit.
3. **insured persons**, if **we** ask, must take proper action in their name to recover damages from any responsible party or insurer. **We** will select the attorney. **We** will pay all related costs and fees.

We will not ask the **insured person** to sue the insured of an insolvent insurer, except for the amount which is in

excess of the limits of liability of the policy of the insolvent insurer.

Payment Of Loss By Us

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

Action Against Us

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

If, at any time before **we** pay for the loss, an **insured person** institutes a suit against anyone believed responsible for the accident, **we** must be given a copy of the summons and complaint or other process so as to give **us** adequate time to intervene in a lawsuit. If a suit is brought without **our** written consent, **we** are not bound by any resulting judgment.

Part 4—Protection Against Loss To The Motorcycle

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

Motorcycle Collision Insurance

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

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

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

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

4. \$500 per helmet.

Motorcycle Comprehensive Insurance

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

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

Towing And Labor Costs Coverage

If a premium is shown on the Policy Declarations for Towing And Labor Costs, **we** will pay costs for labor performed at the initial place of disablement and for towing made necessary by the disablement of an **insured cycle**. The total limit of **our** liability for towing and labor caused by a single loss is shown on the Policy Declarations.

Rental Reimbursement Coverage

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

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

Coverage ends when whichever of the following occurs first:

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

3. 30 full days of coverage.

Optional Or Added Equipment Coverage

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

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

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

Additional Payments We Will Make

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

This coverage applies only when:

- a) the loss is caused by collision and **you** have purchased collision insurance.
- b) the entire **cycle** is stolen, and **you** have purchased comprehensive insurance.
- c) physical damage is done to the **cycle** and to the clothing and luggage caused by earthquake, explosion, falling objects, fire, lightning, or flood and **you** have purchased comprehensive insurance.

The amount stated under paragraph 1. above is the maximum **we** will pay, regardless of the number of vehicles insured.

2. **We** will repay **you** up to \$10 for the cost of transportation from the place of theft of an **insured cycle** or disablement of the **cycle** to **your** destination, if:
 - a) the entire **cycle** is stolen and **you** have comprehensive insurance under this policy.

- b) the **cycle** is disabled by a collision or comprehensive loss, and **you** have the coverage under this policy applicable to the loss.
3. If **you** have purchased collision or comprehensive insurance under this policy, **we** will pay general average and salvage charges imposed when **your insured cycle** is being transported.

Additional Definitions For Part 4

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

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

Exclusions—What Is Not Covered

The coverages in Part 4 do not apply to:

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

This exclusion applies regardless of whether an **insured person** is actually charged with, or convicted of, a crime.

This exclusion precludes coverage for any **insured persons** under the policy regardless of whether the person seeking coverage participated in any way in the intentional or criminal acts or omissions.

2. any **cycle** used for the transportation of people or property for a fee. This exclusion does not apply to ride-share arrangements. This exclusion also does not apply to the use of an **insured cycle** for charitable events.
3. any damage or loss resulting from war or warlike acts, including, but not limited to any insurrection, rebellion, or revolution.
4. loss due to radioactive contamination.
5. any damage or loss resulting from:
 - a) wear and tear;
 - b) freezing; or
 - c) mechanical or electrical breakdown;

unless the damage is the burning of wires used to connect electrical components, or the result of other loss covered by this policy.
6. loss to tires, unless stolen or damaged by fire, malicious mischief, or vandalism. Coverage is provided if the damage to tires occurs at the same time and from the same cause as other loss covered by this policy.
7. loss, other than collision, to any **insured cycle sound system**, including any apparatus in or on the **cycle** designed for use with that system.

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

8. loss, other than collision, to any tapes, compact discs, or similar items used with any **insured cycle sound system**.
9. loss to any optional or added equipment not included as standard equipment by the manufacturer of **your cycle** as part of the original sale. This exclusion does not apply if you have purchased Optional Or Added Equipment Coverage for this equipment under this policy.

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

Right To Appraisal

Both **you** and **we** have a right to demand an appraisal of the loss. Each will appoint and pay a qualified appraiser. Other appraisal expenses will be shared equally. Each appraiser will state the actual cash value and the amount of loss. If they disagree, the two appraisers, or a judge of a court of record, will select an umpire. A written agreement by any two of these three persons will determine the amount of the loss.

Payment Of Loss By Us

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

Limits Of Liability

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

Our limit of liability is the least of:

- the actual cash value of the property or damaged part of the property at the time of loss, which may include deduction for depreciation;
- 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
- the limit shown on the Policy Declarations for Optional or Added Equipment.

Any applicable deductible amount is then subtracted.

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

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

When more than one coverage under this Part 4 of the policy is applicable to the loss, **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 cycle**, **we** will pay only after all other collectible insurance has been exhausted.

When this insurance covers a **replacement cycle** or **additional cycle**, 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 Protection Against Loss To The Motorcycle, unless there is full compliance with all policy terms and such action is commenced within one year after the date of loss.

No Benefit To Bailee

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

Loss Payable Clause

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

1. Where fraud, misrepresentation, material omission, or intentional damage has been committed by or at the direction of **you**.
2. When the vehicle(s) is intentionally damaged, destroyed or concealed by or at the direction of **you** or any owner.
3. When **you** or any owner makes fraudulent statement(s) or engages in fraudulent conduct in connection with any accident or loss for which coverage is sought.

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

If **you** or any owner fails to render proof of loss within the time granted in the policy, the Lienholder and/or Lessor must do so 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.