

Motor Home Policy

AU14103



Table of Contents

General	4	Part 2—Motor Home Medical Payments- Coverage CC	10
When And Where The Policy Applies	4	Coverage Agreement.....	10
Out Of State Insurance	4	Insured Persons.....	10
Insurance Coverage In Mexico	4	Insured Motor Homes.....	10
Premium Changes.....	4	Definitions	10
Coverage Changes	5	Exclusions—What Is Not Covered	10
Duty To Report Policy Changes.....	5	Limits Of Liability	11
Combining Limits Of Two Or More Motor Homes Prohibited.....	5	Reasonable And Necessary Medical Expenses	11
Transfer	5	Action Against Us.....	12
Fraud Or Misrepresentation	5	If There Is Other Insurance.....	12
Termination.....	5	Assistance And Cooperation	12
Cancellation.....	5	Proof Of Claim; Medical Reports.....	12
Nonrenewal	6	Subrogation Rights	12
Payment.....	6	Reimbursement And Trust Agreement.....	12
What Law Will Apply	6	Arbitration.....	12
Where Lawsuits May Be Brought.....	6	Part 3—Uninsured Motorists Insurance- Coverage SS	12
Arbitration	6	Section 1—Bodily Injury Caused By Uninsured Motorists ...	12
Part 1—Motor Home Liability Insurance		Coverage Agreement.....	12
Bodily Injury—Coverage AA		Insured Persons.....	13
Property Damage—Coverage BB	6	Insured Motor Home Means.....	13
Coverage Agreement	6	An Uninsured Motor Vehicle Is	13
Additional Payments We Will Make.....	7	An Uninsured Motor Vehicle Is Not	13
Insured Persons	7	Exclusions—What Is Not Covered.....	13
Insured Motor Home	7	Limits Of Liability	14
Definitions.....	7	Section 2—Property Damage Caused By Uninsured Motorists	14
Exclusions—What Is Not Covered.....	8	Coverage Agreement.....	14
Financial Responsibility.....	8	Insured Persons.....	14
Limits Of Liability.....	9	Insured Motor Home Means A Motor Home	14
If There Is Other Insurance	9	An Uninsured Motor Vehicle Is	15
Assistance And Cooperation	9	An Uninsured Motor Vehicle Is Not	15
Action Against Us	9	Exclusions—What Is Not Covered.....	15
Bankruptcy Or Insolvency	9	Limit Of Liability.....	15
Additional Interested Parties.....	9	Section 3—Common Provisions	15
What To Do In Case Of A Motor Home Accident Or Claim	9	Definitions.....	15
Punitive Damages.....	9	Non-Duplication Of Benefits	16
		If There Is Other Insurance.....	16
		Proof Of Claim; Medical Reports.....	16
		Assistance And Cooperation	16
		Trust Agreement	16
		Our Payment Of Loss.....	16



Part 4—Protection Against Loss To The Motor Home—
Coverages DD, HH, JJ, UU, HC 16

Insuring Agreements For Each Coverage 17

Additional Payments We Will Make 17

Insured Motor Homes 18

Definitions..... 18

Exclusions—What Is Not Covered..... 19

Right To Appraisal..... 20

Our Payment Of Loss..... 20

Limits Of Liability..... 20

If There Is Other Insurance 20

Action Against Us 20

Subrogation Rights 20

Loss Payable Clause..... 20

What You Must Do If There Is A Loss 21

The Company Named in the Policy Declarations

A Stock Company - Home Office: Northbrook, Illinois 60062

General

This policy is a legal contract between **you** and **us**. A coverage applies only when a premium for it is shown on the Policy Declarations. If more than one **motor home** is insured, premiums will be shown for each **motor home**. However, only one premium will be shown for Section 1 of Coverage SS. If **you** pay the premiums when due and comply with the policy terms, **we** relying on the information **you** have given **us**, make the following agreements with **you**.

When And Where The Policy Applies

Your policy applies only during the policy period. During this time, it applies to losses to the **motor home**, accidents and occurrences within the United States of America, its territories or possessions or Canada, or between their ports. The policy period is shown on the Policy Declarations.

Out Of State Insurance

The limits of our liability under Motor Home Liability Bodily Injury and Property Damage Coverage will be automatically increased, if necessary, to comply with the limits required by the applicable motor vehicle financial responsibility law. This provision applies if an insured person is using an insured **motor home** in another state or province with higher limit requirements.

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

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

Insurance Coverage In Mexico

Motor home accidents in Mexico are subject to the laws of Mexico—**NOT** the United States of America. Unlike the United States, in the Republic of Mexico a motor home accident can be considered a **CRIMINAL OFFENSE** as well as a civil matter.

In some cases, the coverage under this policy may **NOT** be recognized by Mexican authorities and **we** may not be allowed to provide any insurance coverage at all in Mexico. For **your** protection, **you** should seriously consider purchasing **motor** home coverage 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 **motor home** while that **motor home** is within 75 miles of the United States border and only for a period not to exceed ten days after each separate entry into the Republic of Mexico. Motor Home Collision coverage shall not be subject to the 75 mile or ten day limitation.

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

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 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 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.

Combining Limits Of Two Or More Motor Homes Prohibited

If **you** have two or more **motor homes** insured in **your** name and one of these **motor homes** is involved in an accident, only the coverage limits shown on the Policy Declarations for that **motor home** will apply. When **you** have two or more **motor homes** insured in **your** name and none of them is involved in the accident, **you** may choose any single **motor home** shown on the Policy Declarations and the coverage limits applicable to that **motor home** will apply.

The limits available for any other **motor home** covered by the policy will not be added to the coverage for the involved or chosen **motor home**.

Transfer

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

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

Fraud Or Misrepresentation

This entire policy is void from its inception if it was obtained or renewed through material misrepresentation, fraud or concealment of material fact. This means that **we** may not be liable for any claims or damages that would otherwise be covered.

We may not provide coverage for any insured who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy.

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

You may cancel this policy by writing **us** the 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**, by first class mail, 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 nonpayment of premium, **we** will give **you** notice as follows:

1. During the first 59 days the original policy is in effect, **we** will give **you** at least 10 days notice of cancellation.
2. After the first 59 days, **we** will give **you** at least 30 days notice of cancellation.

Proof of mailing the notice will be proof of notice. A refund, if due, will be calculated using the rules, rates, and forms in effect and on file, if required, for **our** use in **your** state. Cancellation will be effective even if the refund is not made immediately.

After **your** original policy has been in effect 59 days, **we** will not cancel or reduce **your** coverage unless:

1. **you** do not pay the premium when it is due;
2. **you** have knowingly made a false statement on the application for this policy;

3. **you** or any member of **your** household has had a driver's license suspended or revoked during the policy period or, if this is a renewal policy, within the 6 months immediately preceding the policy's renewal effective date; or
4. **we** have mailed notice within the first 59 days that **we** do not intend to continue the policy.

Nonrenewal

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

Payment

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.

What Law Will Apply

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

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 Colorado, 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 Colorado. 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 Colorado, 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 Colorado, 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.

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:

- a) no arbitrator shall have the authority to award punitive damages or attorney's fees;
- b) neither of the parties shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and
- c) no arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

Part 1—Motor Home Liability Insurance Bodily Injury-Coverage AA Property Damage-Coverage BB

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

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

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



We will defend an insured person sued as the result of a covered **motor home** accident. **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.

- a. the **motor home** is not owned or hired by the person or organization,
- b. the use is by an insured person under 1. or 2. above, and
- c. only for that insured person's acts or omissions.

Additional Payments We Will Make

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

1. up to \$50 a day for loss of wages or salary if **we** ask that person to attend hearings or trials to defend against a bodily injury suit. **We** will not pay for loss of other income. **We** will pay other reasonable expenses incurred at **our** request.
2. court costs for defense.
3. interest accruing on damages awarded. **We** will pay this interest only until **we** have paid, offered or deposited in court the amount for which **we** are liable under this policy. **We** will only pay interest on damages not exceeding **our** limits of liability.
4. premiums on appeal bonds and on bonds to release attachments, but not in excess of **our** limit of liability. **We** are not required to apply for or furnish these bonds.

We will repay an insured person for:

1. the cost of any bail bonds required due to an accident or traffic law violation involving the use of the insured **motor home**. **We** will not pay more than \$300 per bond. **We** are not required to apply for or furnish these bonds.
2. any expense incurred for first aid to others at the time of a **motor home** accident involving the insured **motor home**.

Insured Persons

1. While using **your** insured **motor home**:
 - a. **you**,
 - b. any **resident**, and
 - c. any other person using it with **your** permission.
2. While using a non-owned **motor home**:
 - a. **you**,
 - b. any **resident** relative using a **motor home**.
3. Any other person or organization liable for the use of an insured **motor home** provided:

Insured Motor Home

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

Definitions

1. "**We**," "**Us**," or "**Our**"—means the company shown 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. **"Resident"**—means a person who physically resides in **your** household with the intention of continuing residence there. **Your** unmarried dependent children while temporarily away from home will be considered residents, if they intend to resume residing in **your** household.
6. **"You"** or **"Your"**—means the policyholder named 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 business operations such as repairing, servicing, testing, washing, parking, storing or selling of **motor homes** or other vehicles. However, coverage does apply to **you, resident** relatives, partners or employees of the partnership of **you** or a **resident** relative when using **your** insured **motor home**.
3. **bodily injury** or property damage arising out of the use of a non-owned **motor home** used in any business or occupation of an insured person. However, this exclusion does not apply while **you, your** chauffeur, or domestic servant are using a **motor home** or trailer.
4. **bodily injury** 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. **bodily injury** to any person related to an insured person by blood, marriage or adoption and residing in that person's household.
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 insured person lacks the mental capacity to govern his or her conduct;
 - b. such **bodily injury** or property damage is of a different kind than intended or reasonably expected; or
 - c. such **bodily injury** or property damage is sustained by a different person than intended or reasonably expected.

This exclusion 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 ownership, maintenance or use by an insured person of a **motor vehicle** with less than four wheels.
10. **bodily injury** or property damage arising out of the participation in any prearranged, organized, or spontaneous
 - a. racing contest;
 - b. speed contest; or
 - c. used of a **motor home** at a track or course designed or used for racing or high performance driving, or in practice

or preparation for any contest or use of this type. This exclusion applies only to the extent that the limits of liability of Coverage AA and BB exceed the limits of liability required by the Colorado Motor Vehicle Financial Responsibility Act.
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**. This exclusion does not apply if an additional premium has been paid to cover the rental of **your motor home** to others.

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 **motor home** accident. The limit stated for each person is the maximum that **we** will pay for **bodily injury** sustained by any one person in any one single **motor home** accident, including all damages sustained by anyone else as a result of that **bodily injury**. Subject to the limit for each person, the limit stated for each occurrence is the maximum that **we** will pay for legal damages for **bodily injury** sustained by two or more persons in any one **motor home** accident. For property damage, the limit applies to legal damages arising from each occurrence.

The liability limits apply to each insured **motor home** as shown on the Policy Declarations. The insuring of more than one person or **motor home** under this policy will not increase **our** liability limits beyond the amount shown for any one **motor home**, even though a separate premium is charged for each **motor home**. The limits also will not be increased if **you** have other motor home insurance policies that apply.

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

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

If There Is Other Insurance

If an insured person is using a substitute **motor home** or non-owned **motor home**, **our** liability insurance will be excess over other collectible insurance. 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:

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

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.

Additional Interested Parties

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

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

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:

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

Punitive Damages

We will not pay any punitive or exemplary damages.

Part 2—Motor Home Medical Payments-Coverage CC

We will pay to or on behalf of an insured person all reasonable expenses actually incurred by an insured person for necessary medical treatment, services, or products actually provided to the insured person within one year of the accident. Payments will be made only when the **bodily injury** is caused by a **motor home** accident. Ambulance, hospital, medical, surgical, x-ray, dental, orthopedic, and prosthetic devices, professional nursing services, pharmaceuticals, eyeglasses, hearing aids, and funeral service expenses are covered.

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

Insured Persons

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

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

Insured Motor Homes

1. Any **motor home** described on the Policy Declarations. This includes the **motor home you** replace it with.
2. An additional **motor home you** become the owner of during the policy period. 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.

3. A substitute **motor home**, not owned by **you** or a **resident**, 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 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. **"Resident"**—means a person who physically resides in **your** household with the intention of continuing residence there. **Your** unmarried dependent children while temporarily away from home will be considered residents if they intend to resume residing in **your** household.
6. **"You"** or **"Your"**—means the policyholder named on the Policy Declarations and that policyholder's **resident** spouse.

Exclusions—What Is Not Covered

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

1. **you** or a **resident** relative while in, on, getting into or out of a **motor home you** or a **resident** relative own but do not insure for this coverage.
2. **you** or a **resident** relative while in, on, getting into or out of, or struck as a pedestrian by:

- a) a vehicle operated on rails or crawler-treads, or
 - b) a vehicle or other equipment designed for use off public roads, while not on public roads.
3. any person while in, on, getting into or out of:
- a) an owned **motor home** while available for hire to the public. This exclusion does not apply to shared expense car pools.
 - b) a **motor home** or trailer while used as a permanent or primary residence or premises.
 - c) a **motor vehicle** with less than four wheels.
4. any person, other than **you** or a **resident** relative, while using a non-owned **motor home**:
- a) which is available for hire by the public, or
 - b) in business operations such as repairing, servicing, testing, washing, parking, storing, or selling of **motor homes** or other vehicles.
- Coverage is provided for **you**, **your** private chauffeur or domestic servant while using a **motor home** or trailer in any other business or occupation.
5. any person resulting from any act of war, insurrection, rebellion, or revolution.
6. any person arising out of the participation in any prearranged, organized, or spontaneous:
- a) racing contest;
 - b) speed contest; or
 - c) use of a **motor home** at a track or course designed or used for racing or high performance driving,
- or in practice or preparation for any contest or use of this type.
7. any person or organization other than **you** while **your motor home** is rented, leased, or loaned for a charge to such person or organization. This exclusion does not apply if an additional premium has been paid to cover the rental of **your motor home** to others.

Limits Of Liability

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

The medical payments limit applies to each insured **motor home** as shown on the Policy Declarations. The insuring of more than one person or **motor home** under this policy will not increase **our** limit beyond the amount shown for any one

motor home, even though a separate premium is charged for each **motor home**. The limit also will not be increased if **you** have other **motor home** insurance policies that apply.

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

1. \$2,000; or
2. the Motor Home Medical Payment limit of liability stated on the Policy Declarations; or
3. the remaining portion of the Motor Home Medical Payment 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 Motor Home Medical Payment. 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 either parent if that parent is a **resident** of the same household at the time of the accident. In all other cases, the benefit is payable to the deceased insured person's estate.

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

Reasonable And Necessary Medical Expenses

If an **insured person** incurs medical expenses, **we** will only pay those medical expenses that are deemed to be reasonable and necessary.

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 or customarily performed for treatment of the injury, including fees for an excessive number, amount or duration of medical services.

An **insured person's** medical services provider may charge more than what **we** have determined is reasonable and

necessary. Expenses that exceed what **we** determine is reasonable and necessary may not be covered by the policy.

If the **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 resulting defense costs, and pay any resulting judgment against the **insured person**, up to the Motor Home Medical Payments policy limit. **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 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 the **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 **Part 2—Motor Home 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 **motor home** or non-owned **motor home**, **we** will pay only after all collectible motor vehicle medical insurance has been exhausted. When this coverage applies to a replacement **motor home** or additional **motor home**, this policy will not apply if **you** have other collectible motor vehicle medical insurance.

Assistance And Cooperation

When **we** ask, 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.

We can not be obligated if an **insured person** voluntarily takes any action or makes any payments other than for covered expenses for first aid to others.

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. **We** must be given authorization to obtain medical reports and other records pertinent to the claim.

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** to enforce them.

Reimbursement And 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 that person recovers from any legally 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 which that person is legally entitled to recover.
2. all rights of recovery against any responsible party or insurer must be maintained and preserved for our benefit.

Arbitration

If any person entitled to benefits under this section has an action for breach of contract with respect to prompt payment of direct benefits under this section, then upon the mutual consent of that person and **us**, it will be resolved by arbitration. No arbitrator shall have the authority to award punitive damages or attorney's fees. Neither **you** nor **we** shall be entitled to join or consolidate claims in arbitration or to arbitrate any claims in a representative capacity or as a member of a class.

Part 3—Uninsured Motorists Insurance—Coverage SS

Section 1—Bodily Injury Caused By Uninsured Motorists

We will pay damages that 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.

Coverage SS applies to damages for **bodily injury** regardless of the number of vehicles **you** own, operate or insure under this policy.

The right to receive any damages and the amount of damages will be decided by agreement between the insured person and **us**. If the insured person and **we** do not agree, 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.

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

Insured Persons

1. **you** and any **resident** relative.
2. any 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.

Insured Motor Home Means:

1. a **motor home you** own. This includes any **motor home you** purchase:
 - a. as a replacement for the owned **motor home**.
 - b. as an additional **motor home**. **You** must tell us within 30 days after you acquire the additional **motor home** and pay any additional premium.
2. a **motor vehicle you** or a **resident** relative do not own but:
 - a. **you** are using; or
 - b. is temporarily being used by anyone other than **you**:
 - (i) while **your motor home** is being serviced or repaired; or
 - (ii) because **your** owned **motor home** was stolen or destroyed.

This non-owned **motor vehicle** must be used only with the owner's permission. It also must not be furnished or available for **your** or a **resident** relative's regular use.

A **motor vehicle** made available for public hire by any insured person is not and cannot be an insured **motor home** under this policy.

An Uninsured Motor Vehicle Is:

1. a **motor vehicle** which has no bodily injury liability bond or policy in effect at the time of the accident.
2. a **motor vehicle** covered by a bond or policy which does not provide at least the minimum financial security requirements of the state in which **your** insured **motor home** is principally garaged.
3. a **motor vehicle** for which the insurer denies coverage or the insurer becomes insolvent.
4. a hit-and-run **motor vehicle** which causes **bodily injury** to an insured person. The identity of the operator or the owner must be unknown. The accident must be reported to the proper authorities within 24 hours. **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.
5. a **motor vehicle** covered by a bond or insurance policy at the time of the accident, but the limits of liability under the applicable bond or policy are less than the limits of liability for this coverage of this policy, or the limits of liability have been reduced by payments to persons other than an insured to less than the limits of liability for this coverage of this policy.

An Uninsured Motor Vehicle Is Not:

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

Exclusions—What Is Not Covered

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

1. **bodily injury** to any person who makes a settlement without **our** written consent.

2. **bodily injury** if the payment would directly or indirectly benefit any workers' compensation or disability benefits insurer. This includes a self-insurer.
3. **bodily injury** to an insured person arising out of the ownership, maintenance, or use by an insured person of a **motor vehicle** with less than four wheels.
4. **bodily injury** arising out of the participation in any prearranged, organized, or spontaneous:
 - a. racing contest;
 - b. speed contest; or
 - c. use of a **motor home** at a track or course designed or used for racing or high performance driving,

or in practice or preparation for any contest or use of this type. This exclusion applies only to the extent that the limits of liability of Coverage SS exceed the limits of liability required by the Colorado Motor Vehicle Financial Responsibility Act.

Limits Of Liability

The Uninsured Motorists Coverage for Bodily Injury limit stated on the Policy Declarations is the maximum amount payable for this coverage by this policy for any one accident. This means the insuring of more than one **motor home** for other coverages will not increase **our** limit of liability beyond the amount shown in the Policy Declarations.

Regardless of the number of insured **motor homes** under this coverage, the specific amount shown on the Policy Declarations is the maximum that **we** will pay under this coverage for:

1. "each person" for damages arising out of **bodily injury** to any one person in any one **motor vehicle** accident, including damages sustained by anyone else as a result of that **bodily injury**.
2. "each accident" for damages arising out of **bodily injury** to two or more persons in any one **motor vehicle** accident. This "each accident" limit is subject to the "each person" limit.

Subject to these maximum amounts, the most that **we** will pay for any one accident will be the lesser of:

1. the difference between the limit of liability for Coverage SS for Bodily Injury and the amount paid to the insured by or for any person or organization who may be held legally liable for the **bodily injury**; or
2. the amount of damages sustained, but not recovered.

Subject to the above limits of liability, damages payable will be reduced by:

1. all amounts paid by or on behalf of the owner or operator of the uninsured **motor vehicle**, including an underinsured **motor vehicle**, or anyone else responsible.
2. all amounts payable under any motor home medical payments, personal injury protection coverages and any disability benefits law.

Section 2—Property Damage Caused By Uninsured Motorists

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

The right to receive any damages and the amount of damages will be decided by agreement between the insured person and **us**. If the insured person and **we** do not agree, 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.

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

Insured Persons:

1. **you** and any **resident** relative.
2. any other person who is legally entitled to recover because of **property damage**.

Insured Motor Home Means A Motor Home:

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

A **motor home** made available for public hire by any insured person is not and cannot be an insured **motor home**.

An Uninsured Motor Vehicle Is:

1. a **motor vehicle** which has no bodily injury liability bond or policy in effect at the time of the accident.
2. a **motor vehicle** covered by a bond or policy which does not provide at least the minimum financial security requirements of the state in which **your insured motor home** is principally garaged.
3. a **motor vehicle** for which the insurer denies coverage or the insurer becomes insolvent.
4. a hit-and-run **motor vehicle** which causes **property damage** by physical contact with an insured **motor home**. The identity of the operator or the owner must be unknown. The accident must be reported to the proper authorities within 24 hours. **We** must be notified within 30 days. **We** have a right to inspect the insured motor home before its repair or disposal.

An Uninsured Motor Vehicle Is Not:

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

Exclusions—What Is Not Covered

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

1. **property damage** to any insured **motor home** when that person makes a settlement without **our** written consent.
2. **property damage** to any **motor home you** own which is not insured for Uninsured Motorist Property Damage Coverage under this policy.
3. **property damage** which is paid or payable under any other property insurance.
4. **property damage** arising out of the participation in any prearranged, organized, or spontaneous:
 - a. racing contest;
 - b. speed contest; or
 - c. use of a **motor home** at a track or course designed or used for racing or high performance driving,

or in practice or preparation for any contest or use of this type. This exclusion applies only to the extent that the limits of liability of Uninsured Motorist Coverage exceed the limits of liability required by the Colorado Motor Vehicle Financial Responsibility Act.

Limit Of Liability

Our limit of liability for Uninsured Motorists Coverage for Property Damage is the lesser of:

1. the **actual cash value** of the insured **motor home**; or
2. the amount necessary to repair or replace the insured **motor home**.

Subject to the above limit of liability, damages payable will be reduced by:

1. all amounts paid by the owner or operator of the uninsured **motor vehicle**, or anyone else responsible.
2. any deductible shown in the Policy Declarations.

Section 3—Common Provisions

Definitions

1. **"Actual Cash Value"**—means the current replacement cost of the property new reduced by an allowance for depreciation.
2. **"We," "Us," or "Our"**—means the company shown on the Policy Declarations of the policy.
3. **"Bodily Injury"**—means bodily injury, sickness, disease or death.
4. **"Depreciation"**—means the decrease in value of property due to age and wear-and-tear.
5. **"Motor Home"**—means a self-propelled **motor vehicle** equipped, designed or used as a living quarters.
6. **"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.

7. **"Property Damage"**—means damage to or destruction of the insured **motor home**, but does not include loss of use, damage to personal property contained in the insured **motor home** or damage caused by an underinsured **motor vehicle**.
8. **"Resident"**—means a person who physically resides in **your** household with the intention of continuing residence there. **Your** unmarried dependent children while temporarily away from home will be considered residents, if they intend to resume residing in **your** household.
9. **"You"** or **"Your"**—means the policyholder named on the Policy Declarations and that policyholder's **resident** spouse.

Non-Duplication Of Benefits

No person will recover duplicate benefits for the same elements of loss under this or any other insurance, including approved plans of self-insurance. This does not apply to any benefits received under workers' compensation insurance.

If There Is Other Insurance

If the insured person was in, on, getting into or out of a vehicle which is insured for this coverage under another policy, coverage under this policy will be excess. This means that when the insured person is legally entitled to recover damages in excess of the other policy limit, **we** will only pay the amount by which the limit of liability of this policy exceeds the limit of liability of that policy.

If more than one policy applies to the accident on a primary basis, the total benefits payable to any one person will not exceed the maximum benefits payable by the policy with the highest limit for uninsured motorists coverage. **We** will bear **our** proportionate share with other uninsured motorists benefits. This applies no matter how many **motor vehicles** or **motor vehicle** policies are 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. **We** may also require any person making claim to submit to questioning under oath and to sign the transcript.

The insured person may be required to take medical examinations by physicians **we** choose, as often as **we**

reasonably require. **We** must be given authorization to obtain medical reports and copies of records.

Assistance And Cooperation

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

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

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

Trust Agreement

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

1. **we** are entitled to repayment of amount paid by **us** and related collection expenses out of the proceeds of any settlement or judgment that person recovers from any responsible party or insurer.
2. all rights of recovery against any reasonable 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. **We** will pay all related costs and fees.

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

Our Payment Of Loss

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

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 17.

Motor Home Collision Insurance–Coverage DD

We will pay for direct and accidental loss to **your** insured **motor home** or a non-owned **motor home** (including insured loss to an attached trailer) from a collision with another object or by upset of that **motor home** or trailer. 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–Coverage HH

We will pay for direct and accidental loss to **your** insured **motor home** or non-owned **motor home** not caused by collision. Coverage includes but is not limited to 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. Glass breakage, whether or not caused by collision, and collision with a bird or animal is covered.

We will pay up to \$2,500 for loss to a **sound system** permanently installed by the manufacturer in **your motor home** by bolts, brackets or other means, its antennas or other apparatus in or on **your motor home** used specifically with that system. Any deductible amount which applies will be subtracted from the loss amount. However, the deductible amount will not be subtracted from a glass breakage loss if the glass is repaired rather than replaced, by agreement between **you** and **us**.

Towing And Labor Costs–Coverage JJ

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

Rental Reimbursement–Coverage UU

If **you** have collision or comprehensive coverage under this policy and the loss involves either coverage, **we** will repay **you** for **your** cost of renting a **motor home** or an automobile from a rental agency or garage. **We** will not pay more than the dollar amount per day shown on the Policy Declarations. **We** will not pay mileage charges.

If **your** insured **motor home** is stolen, payment for transportation expense will be made under the term of

paragraph 3, under **Additional Payments We Will Make**. However, the limits for this coverage will apply if they exceed the limits stated under **Additional Payments We Will Make**.

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

Coverage ends when whichever of the following occurs first:

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

Contents Coverage–Coverage HC

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

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

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

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

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

Additional Payments We Will Make

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

This coverage applies only when:

- a. the loss is caused by collision and **you** have purchased collision insurance.
 - b. the entire **motor home** is stolen, and **you** have purchased comprehensive insurance.
 - c. physical damage is done to the **motor home** and luggage caused by earthquake, explosion, falling objects, fire, lightning, or flood and **you** have purchased comprehensive insurance.
2. **We** will repay **you** up to \$10 for the cost of transportation from the place of theft of your insured **motor home** or disablement of the **motor home** to **your** destination, if
 - a. the entire **motor home** is stolen and you have comprehensive insurance under this policy.
 - b. the **motor home** is disabled by a collision or comprehensive loss, and **you** have the coverage under this policy applicable to the loss.
 3. If **you** have comprehensive insurance under this policy, **we** will repay up to \$10 a day but not more than \$300 for each loss for the cost of transportation when the entire **motor home** is stolen. This coverage begins 48 hours after **you** report the theft to **us**, but ends when **we** offer settlement or **your motor home** is returned to use.
 4. If **you** have purchased collision or comprehensive insurance under this policy, **we** will pay general average and salvage charges imposed when **your** insured **motor home** is being transported.

Insured Motor Homes

1. Any **motor home** described on the Policy Declarations. This includes the **motor home** **you** replace it with if **you** notify **us** within 30 days of the replacement and pay any additional premium. Coverage will not continue after 30 days if **we** are not notified of the replacement **motor home**.
2. An additional **motor home** **you** become the owner of during the policy period. This **motor home** will be covered if **we** insure all other **motor homes** **you** own. **You** must, however, 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**, 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 an insured person.
5. A trailer while attached to an insured **motor home**. The trailer must be designed for use with a **motor home**. This trailer can not 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. **"Resident"**—means a person who physically resides in **your** household with the intention of continuing residence there. **Your** unmarried dependent children while temporarily away from home will be considered residents, if they intend to resume residing in **your** household.
5. **"Sound System"**—means any device within the insured **motor home** designed for:
 - a. voice or video transmission, or for voice, video or radar signal reception; or
 - b. recording or playing back recorded material; or
 - c. supplying power to cellular or similar telephone equipment.
6. **"Travel Trailer"**—means a trailer of the house, cabin or camping type equipped or used as a living quarters.

7. **"You" or "Your"**—means the policyholder named on the Policy Declarations and that policyholder's **resident** spouse.

Exclusions—What Is Not Covered

These coverages do not apply to:

1. loss caused intentionally by or at the direction of an insured person.
2. any **motor home** used for the transportation of people or property for a fee. This exclusion does not apply to shared-expense car pools.
3. any damage or loss resulting from any act of war, insurrection, rebellion or revolution.
4. loss to any non-owned **motor home** used in business operations such as repairing, servicing, testing, washing, parking, storing or selling of **motor homes**.
5. loss due to radioactive contamination.
6. loss resulting from wear and tear, freezing, 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.

This exclusion will not apply to losses to any **sound system** up to the amount covered under Motor Home Comprehensive Coverage or losses to any **sound system** if **you** have purchased coverage for **your sound system** under Contents Coverage and the loss is caused by a covered peril.
9. loss to any tapes or similar items, unless **you** have purchased additional coverage for **your** tapes or similar items under Contents Coverage and the loss is caused by a covered peril.
10. Loss or damage arising out of the participation in a prearranged, organized, or spontaneous:
 - a. racing contest;
 - b. speed contest; or
 - c. use of an **motor home** at a track or course designed or used for racing or high performance driving, or in practice or preparation for any contest or use of this type.
11. loss due to conversion or embezzlement by any person who has the vehicle due to any rental, lease, lien or sales agreement.
12. 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.
13. loss to television and radio antennas, awnings, cabanas, or equipment designed to create additional living facilities if they are not permanently attached to **your motor home** or **travel trailer** unless **you** have purchased additional coverage for these items under Contents Coverage and the loss is caused by a covered peril.
14. 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.
15. any loss while **your motor home** or **travel trailer** is used as a permanent or primary residence.
16. loss to property owned by anyone other than **you** or a **resident** relative.
17. loss to articles carried or held as samples for sale, storage or repair, or for delivery.
18. loss to merchandise kept for exhibition or sale; or theatrical wardrobes.
19. loss to business, store, or office furniture or appliances.
20. loss to records or accounts, currency, coins, banknotes, bullion, deeds, contracts or evidences of debt, securities, tokens or tickets, card collections, revenue or other stamps in current use, manuscripts, art objects and animals.

21. loss to **your motor home** or its covered property sustained while **your motor home** is rented, leased or loaned for a charge to any person or organization other than **you**. This exclusion does not apply if an additional premium has been paid to cover the rental of **your motor home**.

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.

Our Payment Of Loss

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 or part, **our** liability does not include any decrease in the property's value, however measured, resulting from the loss and/or repair or replacement. If repair or replacement results in the betterment of the property or part, **you** may be responsible, subject to applicable state laws and regulations, for the amount of the betterment.

An insured vehicle and attached trailer are considered separate vehicles, and **you** must pay the deductible, if any, on each.

If There Is Other Insurance

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

When this insurance covers a substitute **motor home** or non-owned **motor home**, **our** insurance will be excess over other collectible insurance.

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

Action Against Us

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

Subrogation Rights

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

Loss Payable Clause

If a lienholder 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's interest will not be voided by:

1. any act or neglect of the owner of the **motor home**; or
2. any change in title or ownership of the **motor home** if the lienholder notifies **us** within 10 days.

If **you** do not pay the premium when due, the lienholder must, at **our** request, pay the premium; otherwise, **we** may cancel this policy.

The lienholder must notify **us** of any known increase in hazard. The lienholder must pay, at **our** request, the premium for any increase in hazard; otherwise, this policy will be void.

We may cancel this policy according to its terms.

Cancellation is also effective with respect to the lienholder's interest. **We** will also notify the lienholder of **our** intent to cancel this clause. In these events, **we** will provide 10 days notice to the lienholder. **Our** mailing of notice will be proof of notice.

If **you** do not submit proof of loss within the time specified in this Part, the lienholder must do so within 60 days. Proof of loss must be submitted in the form and manner specified below. The lienholder will be subject to provisions relating to appraisal, time of payment and bringing suit.

When **we** make payment to the lienholder for loss under this policy or for loss for which **you** are not covered, **we** will be subrogated to the rights of the party **we** pay, to the extent of **our** payment. **We** have the option to pay the lienholder the entire amount due or which will become due on the mortgage or other security agreement with interest and receive full assignment and transfer of the mortgage or security agreement. **Our** right to subrogation will not impair the lienholder's right to recover the full amount of its claim.

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.