

# Motor Home Policy

AU14097

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## The Company Named in the Policy Declarations

A Stock Company - Home Office: Northbrook, Illinois 60062

### General

This policy is a legal contract between **you** and **us**. A coverage applies only when a premium for it is shown on the Policy Declarations. If more than one **motor home** is insured, premiums will be shown for each **motor home**. If **you** pay the premiums when due and comply with the policy terms, **we**, relying upon the declarations, 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.

### Insurance Coverage In Mexico

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

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

However, when possible, coverage will be afforded for an insured **motor home** while that **motor home** is within 75 miles of the United States border and only for a period not to exceed ten days after each separate entry into Mexico.

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

## Changes

### Premium Changes

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

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

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

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

### Duty To Report Policy Changes

**Your** policy was issued in reliance on the information **you** provided concerning **motor homes** and persons insured by the policy. To properly insure **your motor home**, **you** should promptly notify **us** when **you** change **your** address or whenever any **resident** operators insured by **your** policy are added or deleted.

**You** must notify **us** within 30 days when **you** acquire an additional or replacement **motor home** or if **your motor home** becomes operational. If **you** do not, certain coverages of this policy may not apply.

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

(This provision does not apply to Part 3 Section A—Uninsured Motorists Insurance).

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, subject to all policy provisions, 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**.

### Conformity To State Statutes

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

### 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.

### Payment

If **your** payment of the initial premium amount due is by check, draft, or any remittance other than cash, such payment is conditional upon the check, draft, or other remittance being honored upon presentation. If such check, draft, or remittance is not honored upon presentation, this policy shall be deemed void from its inception. This means that **we** will not be liable under this policy for any claims or damages which would otherwise be covered had the check, draft or remittance been honored upon presentation.

### Termination

If **we** offer to renew **your** policy and **your** required premium payment is not received on or before the end of the then current policy period, **your** policy will terminate on the expiration date of the then current policy period.

### 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.

### Fraud Or Misrepresentation

**Your** policy was issued in reliance on the information **you** provided on **your** Motor Home Insurance Application concerning **motor homes** and persons insured by the policy. **You** agree that if **your** policy was obtained through material misrepresentation, fraud or concealment of material facts, or if any material misrepresentation was made on **your** Motor Home Insurance Application, we have the right to void or rescind **your** policy.

### Cancellation

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

#### Our Right to Cancel:

When this policy has been in effect for less than 60 days and it is not a renewal with **us**, **we** may cancel part or all of this policy for any reason by mailing notice to **you** at least 10 days before the cancellation takes effect.

When this policy has been in effect for 60 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 is due;
2. **you**, any member of **your** household, or any person who customarily operates an insured vehicle has had a drivers license or motor vehicle registration suspended or revoked during the policy period; or
3. **we** have mailed notice within the first 59 days that **we** do not intend to continue the policy.

If the cancellation is for non-payment of premium, **we** will mail **you** notice at least 10 days before the cancellation takes effect. If the cancellation is for any of the other reasons stated above, **we** will mail notice to **you** at least 30 days before the cancellation takes effect.

**Our** mailing the notice of cancellation to **you** at **your** last mailing address known to **us** shall be sufficient proof of receipt of notice. Coverage under this policy will terminate on the effective date and hour stated on the cancellation notice. **Your** return premium, if any, will be calculated using the rules, rates, and forms in effect, and on file if required, for **our** use in **your** state. Any refund will be sent at the time of

cancellation or as soon as possible. **We** will refund amounts under \$2.00 only upon **your** request. However, refund of unearned premium is not a condition of cancellation.

### Missouri Guaranty Association Endorsement

Missouri law requires us to inform you that the Missouri Property and Casualty Guarantee Association does not cover policyholder claims of insolvent insurers exceeding \$300,000.

The Missouri Property and Casualty Insurance Guaranty Association Act contains the following limitations:

1. Claims covered by the Act do not include a claim by or against an insured of an insolvent insurer if that insured has a net worth of \$25 million on the date the insurer becomes insolvent.
2. The Association's obligation includes only the amount of each covered claim which is greater than \$100 and less than \$300,000. However, the Association will not:
  - a. be obligated to an insured or claimant in excess of the limits of liability of the policy from which the claim arises; or
  - b. return to the insured any unearned premium in excess of \$10,000.

### What Law Will Apply

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

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 Missouri, 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 Missouri. 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 Missouri, 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 Missouri, lawsuits regarding that covered loss to the **motor home**, covered **motor home** accident, or other covered occurrence may also be brought in the judicial district where that covered loss to the **motor home**, covered **motor home** accident, or other covered occurrence happened.

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

## Part 1—Motor Home Liability Insurance

### Bodily Injury—Coverage AA

### Property Damage—Coverage BB

**We** will pay those damages which 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** have no duty to defend any suit or settle any claim not covered by this policy.

### 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, including prejudgment interest, if any. **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 to 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 to 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**, and
  - b) any **resident** relative using a **motor home**.
3. Any other person or organization liable for the use of an insured **motor home** provided:
  - a) the **motor home** is not owned or hired by the person or organization.
  - b) the use is by an insured person under 1. or 2. above, and
  - c) only for that insured person's acts or omissions.

### Insured Motor Homes

1. Any **motor home** described 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**, 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 the selling of **motor homes** or other vehicles. However, coverage does apply to **you**, **resident** relatives, partners or employees of the partnership of **you** or a **resident** relative when using **your** insured **motor home**.
3. **bodily injury** or property damage arising out of the use of a non-owned **motor home** in any business or occupation of an insured person. However, this exclusion does not apply while **you**, **your** chauffeur or domestic servant are using a **motor home** or trailer.
4. **bodily injury** or property damage arising out of the ownership, maintenance or use of a **motor vehicle** with less than four wheels.
5. **bodily injury** to an employee of any insured person arising in the course of employment.  
  
This exclusion does not apply to **your** domestic employee who is not required to be covered by a workers' compensation law or similar law.
6. **bodily injury** to a co-worker injured in the course of employment. This exclusion does not apply to **you**.
7. damage to or destruction of property an insured person owns, transports, is in charge of, or rents. However, a private residence or a garage rented by that person is covered.
8. **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.

9. **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.
10. **bodily injury** or property damage arising out of the participation in any prearranged, organized, or spontaneous
  - a) racing contest,
  - b) speed contest, or
  - c) use of 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.
11. **bodily injury** to any person related to an insured person by blood, marriage or adoption and residing in that person's household. This exclusion applies only to the extent that the limit of liability for this coverage exceeds the minimum limit of liability required by the financial responsibility law of Missouri.
12. **bodily injury** or property damage sustained while occupying **your motor home** as a permanent or primary residence.
13. **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 accident involving any insured **motor home**. The limit stated for each person for **bodily injury** is **our** total limit of liability for all damages because of **bodily injury** sustained by one person in any single accident involving an insured **motor home** including all damages sustained by anyone else as a result of that **bodily injury**. Subject to the limit for each person, the limit stated for each accident is **our** total limit of liability for all damages for



**bodily injury** sustained by two or more persons in any single accident involving an insured **motor home**. For property damage, the limit stated for each accident is **our** total limit of liability for properly damage sustained in any single accident involving an insured **motor home**.

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 Coverage 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.

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

### Action Against Us

No 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 parties are listed on the policy declarations, the Liability Insurance coverages of this policy will apply to the parties as insureds.

We will provide at least 10 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.

### 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.

## 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 Payments Coverage limit of liability stated on the Policy Declarations; or
3. the remaining portion of the Motor Home Medical Payments Coverage limit of liability not expended for other covered medical expenses.

This funeral service expenses benefit does not increase, and will not be paid in addition to, the limits of liability stated on the Policy Declarations for Motor Home Medical Payments Coverage. This benefit is payable to the deceased insured person's spouse if a **resident** of the same household at the time of the accident. However, if the deceased is a minor, the benefit is payable to 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 coverage of this policy will be reduced by that amount.

### Unreasonable Or Unnecessary Medical Expenses

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

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

### If There Is Other Insurance

If a loss covered by this protection involves a substitute **motor home** or non-owned **motor home**, **our** Medical

Payments coverage will be excess over other collectible insurance.

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

### Assistance And Cooperation

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

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

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

### Action Against Us

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

### 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 other records pertinent to the claim.

## Part 3—Uninsured Motorists Insurance

### Section A—Uninsured Motorists Insurance-Coverage SS

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

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

### Insured Persons

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

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

1. described on the Policy Declarations. This includes the **motor home** you replace it with.
2. **you** become the owner of during the 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.
3. not owned by **you** or a **resident** relative, if being temporarily used while **your** insured **motor home** is being serviced or repaired, or if **your** insured **motor home** is stolen or destroyed. The **motor home** must be used with the owner's permission. It can not be furnished for the regular use of **you** or any **resident** relative.
4. not owned by **you** or a **resident** relative, if being operated by **you** or **your resident** spouse with the owner's permission. The **motor home** can not be furnished for the regular use of **you** or any **resident** relative.
5. not made available for public hire by an insured person.

### An Uninsured Motor Vehicle Is:

1. a **motor vehicle** which has no bodily injury liability bond or insurance policy in effect at the time of the accident.
2. a **motor vehicle** covered by a bond or insurance policy which does not provide at least the minimum financial security requirements of the state in which **your** insured **motor home** is principally garaged.
3. a **motor vehicle** for which the insurer denies coverage, or the insurer becomes insolvent.

4. a hit-and-run **motor vehicle** which causes bodily injury to an insured person, whether or not physical contact was made with the insured person or with a vehicle occupied by that person. The identity of the operator and the owner of the **motor vehicle** must be unknown. The accident must be reported within 24 hours to the police. **We** must be notified within 30 days. If the insured person was occupying a vehicle at the time of the accident, **we** have a right to inspect it.
2. any person while in, on, getting into or out of a **motor home you** own which is insured for this coverage under another policy. This exclusion does not apply to **you** or to **resident** relatives.
3. any claim that directly or indirectly benefits any workers' compensation or disability benefits insurer. This includes a self-insurer.

### An Uninsured Motor Vehicle Is Not:

1. a **motor vehicle** that is lawfully self-insured.
2. a **motor vehicle** defined as an insured **motor home** under Part 1, Motor Home Liability Insurance, of this policy.

### 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 off public roads, while not on public roads,
  - b) a vehicle operated on rails or crawler-treads, or
  - c) a vehicle when used as a residence or premises.
5. **"Resident"**—means a person who physically resides in **your** household with the intention of continuing residence there. **Your** unmarried dependent children while temporarily away from home will be considered residents if they intend to resume residing in **your** household.
6. **"You" or "Your"**—means the policyholder named on the Policy Declarations and that policyholder's **resident** spouse.

### Exclusions—What Is Not Covered

This coverage does not apply to:

1. any person who makes a settlement with the uninsured motorist without **our** written consent. This will include any payment made by any person on behalf of the uninsured motorist.

4. **bodily injury** or property damage arising out of the participation in any prearranged, organized, or spontaneous:
  - a. racing contest,
  - b. speed contest, or
  - c. use of a **motor home** at a track or course designed or used for racing or high performance driving,

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

### Limits Of Liability

The coverage limit shown on the declarations for:

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

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

Damages payable will be reduced by all amounts by the owner or operator of the uninsured **motor vehicle** or anyone else responsible. This includes all sums paid under the bodily injury liability coverage of this or any other policy, but this does not include any amount paid or payable under:

1. Part II, Medical Payments Coverage; or
2. any workers' compensation law, disability benefit law or similar law.

### Non-Duplication Of Benefits

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

### 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 copies of records.

### Assistance And Cooperation

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

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

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

### Trust Agreement

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

1. **we** are entitled to repayment of amounts paid by **us** and related collection expenses out of the proceeds of any settlement or judgment that person recovers from any responsible party or insurer.
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.

### 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 the damages.

### Action Against Us

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

### Section B—Underinsured Motorists Insurance-Coverage SU

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

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

### Insured Persons

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

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

1. described on the Policy Declarations. This includes the **motor home** **you** replace it with.
2. **you** become the owner of during the 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.
3. not owned by **you** or a **resident** relative; if being temporarily used while **your** insured **motor home** is being service or repaired, or if **your** insured **motor home** is stolen or destroyed. The **motor home** must be used with the owner's permission. It can not be furnished for the regular use of **you** or any **resident** relative.
4. not owned by **you** or a **resident** relative, if being operated by **you** or **your resident** spouse with the owner's

permission. The **motor home** can not be furnished for the regular use of **you** or any **resident** relative.

5. not made available for public hire by any insured person.

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

a **motor vehicle** which has liability protection in effect and applicable at the time of the accident in an amount equal to or greater than the minimum financial security requirements in the state of Missouri, but less than the damages the insured person is legally entitled to recover.

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

1. a **motor vehicle** that is lawfully self-insured.
2. a **motor vehicle** defined as an insured **motor home** under Part 1, Motor Home Liability Insurance, of this policy.
3. a **motor vehicle** owned by any federal, state, or local government or agency.
4. an uninsured **motor vehicle**.

#### **Definitions**

1. **"We," "Us," or "Our"**—means the Company shown on the Policy Declarations of the policy.
2. **"Bodily Injury"**—means bodily injury, sickness, disease or death.
3. **"Motor Home"**—means a self-propelled **motor vehicle** equipped, designed or used as a living quarters.
4. **"Motor Vehicle"**—means a land motor vehicle or trailer other than:
  - a) a vehicle or other equipment designed for use off public roads, while not on public roads,
  - b) a vehicle operated on rails or crawler-treads, or
  - c) a vehicle when used as a residence or premises.
5. **"Resident"**—means a person who physically resides in **your** household with the intention of continuing residence there. **Your** unmarried dependent children while temporarily away from home will be considered residents if they intend to resume residing in **your** household.
6. **"You" or "Your"**—means the policyholder named on the Policy Declarations and that policyholder's resident spouse.

#### **Exclusions—What Is Not Covered**

This coverage does not apply to:

1. any person who makes a settlement with the underinsured motorist without **our** written consent. This will include any payment made by any person on behalf of the underinsured motorist.
2. any person while in, on, getting into or out of a **motor home you** own which is not insured for this coverage.
3. any claim that directly or indirectly benefits any workers' compensation or disability benefits insurer. This includes a self-insurer.
4. **bodily injury** or property damage arising out of the participation in any prearranged, organized, or spontaneous:
  - a. racing contest,
  - b. speed contest, or
  - c. use of a **motor home** at a track or course designed or used for racing or high performance driving,
 

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

#### **Limits Of Liability**

The coverage limit shown on the declarations for:

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

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

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

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

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.

**We** are not obligated to make any payment for **bodily injury** under Coverage SU 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.

### Non-Duplication Of Benefits

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

### If There Is Other Insurance

If the insured person was in, on, getting into or out of a **motor vehicle** which is insured for this coverage under another policy, this coverage will be excess. This means that when the insured person is legally entitled to recover damages in excess of the other policy limit, **we** will pay up to **your** policy limit, but only after the other insurance has been exhausted. No insured person may recover duplicate benefits for the same elements of loss under this coverage and the other insurance.

If more than one policy applies to the accident on a primary basis, the total benefits payable to any one person will not exceed the maximum benefits payable by the policy with the highest limit of underinsured motorists coverage. **We** will bear **our** proportionate share with other underinsured motorists benefits. This will apply no matter how many vehicles or auto policies may be involved whether written by **us** or another company.

### Proof Of Claim; Medical Reports

As soon as possible, any person making claim must give **us** written proof of claim. It must include all details **we** may need to determine the amounts payable.

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

### Assistance And Cooperation

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

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

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

### Trust Agreement

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

1. **we** are entitled to repayment of amounts paid by **us** and related collection expenses out of the proceeds of any settlement or judgment that person recovers from any responsible party or insurer.
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.

### 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 the damages.

### Action Against Us

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

### If We Cannot Agree

If the insured person or **we** do not agree on that person's right to receive any damages or the amount, the matter may be settled by arbitration. The insured person and **we**, however, must mutually agree to arbitrate the disagreements. If the insured person and **we** do not agree to arbitrate, then the disagreement will be resolved in a court of competent jurisdiction. If arbitration is used, arbitration will



take place under the rules of the American Arbitration Association unless either party objects.

If either party objects, the following method of arbitration will be used instead. The insured person will select one arbitrator. **We** will select another. The two arbitrators will select a third. If they can not agree on a third arbitrator within 30 days, the judge of the court of record in the county of jurisdiction where arbitration is pending will appoint the third arbitrator. The written decision of any two arbitrators will determine the issues. The insured person will pay the arbitrator that person selects. **We** will pay the one **we** select. The expense of the third arbitrator and all other expenses of arbitration will be shared equally. However, attorney fees and fees paid to medical and other expert witnesses are not considered arbitration expenses. These costs will be paid by the party incurring them.

Regardless of the method of arbitration, any award not exceeding the limits of the Financial Responsibility Law of Missouri, will be binding and may be entered as a judgment in a proper court.

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

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

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

### Motor Home Collision Insurance—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 a non-owned **motor home** not caused by collision. Loss caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, and riot or civil commotion is covered. Glass breakage, whether or not caused by collision, and collision with a bird or animal is covered.

The deductible amount will not be subtracted from the loss payment for loss to the windshield of **your** insured **motor home** or a non-owned **motor home**.

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

### 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—Coverage UU

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

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

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

Coverage ends when whichever of the following occurs first:

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

2. if the **motor home** is stolen, when **we** offer settlement or **your motor home** is returned to use; or
3. 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 provision does not apply if the insured **motor home** is a travel trailer. This coverage applies only when:
  - a) the loss is caused by collision and **you** have purchased collision insurance.
  - b) the entire **motor home** is stolen, and **you** have purchased comprehensive insurance.
  - c) physical damage is done to the **motor home** and to the clothing and luggage caused by earthquake, explosion, falling objects, fire, lightning, or flood and **you** have purchased comprehensive insurance.
2. **We** will repay **you** up to \$10 for the cost of transportation from the place of theft of **your** insured **motor home** or disablement of the **motor home** to **your** destination, if
  - a) the entire **motor home** is stolen and **you** have comprehensive coverage under this policy.

- b) the **motor home** is disabled by a collision or comprehensive loss, and **you** have the coverage under this policy applicable to the loss.

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

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

### 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 **you** or any **resident**.
5. A trailer while attached to an insured **motor home**. This trailer must be designed for use with a **motor home**. This trailer 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 to continue living there. **Your** unmarried dependent children while temporarily away from home will be considered residents if they intend to resume residing in **your** household.
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,

and which is installed in a location other than the one designed by the **motor home's** manufacturer for that device.
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.
2. **bodily injury** or property damage arising out of any prearranged or organized racing or speed contest or in practice or preparation for any contest of this type.
3. any **motor home** used for the transportation of people or property for a fee. This exclusion does not apply to shared-expense car pools.
4. any damage or loss resulting from any act of war, insurrection, rebellion or revolution.
5. loss to any non-owned **motor home** used in business operations such as repairing, servicing, testing, washing, parking, storing or selling of **motor homes** or other vehicles.
6. loss due to radioactive contamination.
7. 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.
8. 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.
9. any loss to any **sound system** within **your motor home**. Coverage under this Part also will not apply to any apparatus in or on the **motor home** designed for use with that system. This exclusion will not apply if you have purchased Contents Coverage.
10. 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.
11. loss to appliances, furniture, equipment and accessories that are not built into or forming a permanent part of a **motor home** or **travel trailer** unless **you** have purchased additional coverage for **your** appliances, furniture, equipment and accessories that are not built into or forming a permanent part of a **motor home** or travel trailer and the loss is caused by a covered peril.
12. loss or damage arising out of the participation in a prearranged, organized, or spontaneous:
  - a. racing contest,
  - b. speed contest, or

### Exclusions—What Is Not Covered

These coverages do not apply to:

1. loss caused intentionally by, or at the direction of, an insured person.

- 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.
- 13. loss due to seizure of any **motor home** by a governmental authority.
- 14. 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.
- 15. 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.
- 16. any loss while **your motor home** or **travel trailer** is used as a permanent or primary residence.
- 17. loss to property owned by anyone other than **you** or a **resident** relative.
- 18. loss to articles carried or held as samples for sale, storage or repair, or for delivery.
- 19. loss to merchandise kept for exhibition or sale; or theatrical wardrobes.
- 20. loss to business, store, or office furniture or appliances.
- 21. loss to records or accounts, currency, coins, banknotes, bullion, deeds, contracts or evidences of debt, securities, tokens or tickets, card collections, revenue or other stamps in current use, manuscripts, art objects and animals.
- 22. loss to **your motor home** or its covered property sustained while **your motor home** is rented, leased or loaned for a charge to any person or organization other than **you**. This exclusion does not apply if an additional premium has been paid to cover the rental of **your motor home** to others.

### 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 its 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 for the amount of the betterment.

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

### 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 represents.

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

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

When more than one coverage is applicable to the loss, **you** may recover under the broadest coverage but not both. However, Contents Coverage, if purchased, will provide coverage in excess of the limit for loss to **sound systems** provided under Motor Home Comprehensive Insurance Coverage.

### 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 and/or lessor is shown in the Policy Declarations, **we** may pay loss under this policy to **you** and to the lienholder as its interest may appear, except:

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

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

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

If **you** or any owner fails to render proof of loss within the time granted in the policy, the Lienholder and/or Lessor must do so within sixty days in the form and manner described in the policy. The Lienholder and/or Lessor are subject to the provisions of the policy relating to appraisal, time of payment and bringing suit.

**We** may cancel this policy according to its terms. **We** will notify the Lienholder and/or Lessor at least ten days prior to the date of cancellation that the cancellation is effective as to the interest of the Lienholder and/or Lessor.

Whenever **we** pay the Lienholder and/or Lessor any sum for loss or damage under this policy, **we** will be subrogated to the extent of payment to the rights of the party to whom payment was made. However, these subrogation provisions must in no way impair the rights of the Lienholder and/or Lessor to recover the full amount of its claim from the insured.

The Lienholder and/or Lessor has no greater rights under the provisions of the policy than the insured.

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

1. As soon as possible, any person making claim must give **us** written proof of loss. It must include all details reasonably required by **us**. **We** have 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.