

Motor Home Policy

AU14071



Table of Contents

Part 1—General	3	Assistance And Cooperation	12
When And Where The Policy Applies	3	Subrogation Rights	12
Insurance Coverage In Mexico	3	Proof Of Claim; Medical Reports.....	12
Changes.....	3	Action Against Us.....	12
Premium Changes	3	Part 4—Personal Injury Protection—Coverage VA	12
Coverage Changes	3	Insuring Agreement	12
Duty To Report Policy Changes.....	3	Definitions.....	12
Combining Limits Of Two Or More Motor		Exclusions—What Is Not Covered.....	13
Homes Prohibited.....	4	Limits Of Liability.....	13
Transfer.....	4	Unreasonable Or Unnecessary Medical Expenses.....	14
Medicare Provision	4	Action Against Us.....	14
Provisional Premium.....	4	Proof Of Claim; Medical Reports.....	14
Payment.....	4	Reimbursement And Subrogation.....	14
Fraud Or Misrepresentation	4	Part 5—Uninsured Motorists Insurance—Coverage ST	14
Termination.....	4	Insuring Agreement	14
Cancellation And Non-Renewal	4	Insured Persons.....	14
Conditional Reinstatement.....	5	An Insured Motor Home Is A Motor Vehicle.....	15
Mediation.....	5	An Uninsured Motor Vehicle Is	15
What Law Will Apply	6	An Uninsured Motor Vehicle Is Not	15
Where Lawsuits May Be Brought.....	6	Definitions.....	15
Arbitration	6	Exclusions—What Is Not Covered.....	15
Out Of State Coverage.....	6	Limits Of Liability.....	16
Part 2—Motor Home Liability Insurance		If There Is Other Insurance.....	17
Bodily Injury—Coverage AA		Proof Of Claim; Medical Reports.....	17
Property Damage—Coverage BB	7	Assistance And Cooperation	17
Insuring Agreement.....	7	Trust Agreement	17
Additional Payments We Will Make.....	7	Our Payment Of Loss.....	18
Insured Persons	7	Action Against Us.....	18
Insured Motor Homes	7	If We Cannot Agree	18
Definitions.....	8	Part 6—Protection Against Loss To The Motor Home—	
Exclusions—What Is Not Covered.....	8	Coverages DD, HH, JJ, UU, HC	18
Financial Responsibility.....	9	Insuring Agreements For Each Coverage	18
Limits Of Liability.....	9	Additional Payments We Will Make	19
If There Is Other Insurance	9	Insured Motor Homes.....	19
Assistance And Cooperation	9	Definitions.....	20
Action Against Us	9	Exclusions—What Is Not Covered.....	20
What To Do In Case Of A Motor Home Accident		Right To Appraisal.....	21
Or Claim	9	Our Payment Of Loss.....	22
Part 3—Motor Home Medical Payments—Coverage CC	9	Limits Of Liability.....	22
Insuring Agreement	9	If There Is Other Insurance.....	22
Insured Persons	10	Action Against Us.....	22
Insured Motor Homes	10	Subrogation Rights	22
Definitions.....	10	What You Must Do If There Is A Loss.....	22
Exclusions—What Is Not Covered.....	11	Loss Payable Clause.....	22
Limits Of Liability.....	11		
Unreasonable Or Unnecessary Medical Expenses.....	11		
If There Is Other Insurance	11		

Allstate Property and Casualty Insurance Company

The Company Named in the Policy Declarations

A Stock Company - Home Office: Northbrook, Illinois 60062

Part 1—General

The coverages of this policy apply only when a specific premium is indicated for them in the Policy Declarations. If more than one **motor home** is insured, a coverage premium will be shown for each **motor home**. **We**, relying upon the declarations, subject to all terms of the policy and subject to **your** payment of the premiums, make the following agreements with **you**.

When And Where The Policy Applies

During the policy period, **your** policy applies to losses to the **motor home**, accidents and occurrences within the United States of America, its territories or possessions or Canada, or between their ports. The policy period is shown in 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 10 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 status;
3. coverages or coverage limits;
4. rating territory; and
5. discount eligibility.

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

Coverage Changes

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

Duty To Report Policy Changes

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

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

Combining Limits Of Two Or More Motor Homes Prohibited

This provision applies only when **you** have two or more **motor homes** insured in **your** name.

If one of these **motor homes** is involved in an accident, the coverage limit will be as shown in the Policy Declarations for that **motor home**. If none of these **motor homes** is involved in the accident, **you** may select any single **motor home** shown in the Policy Declarations and the coverage limits applicable to that **motor home** will apply.

In either case, coverage on any other **motor home** may not be added to or stacked upon the coverage of the involved or selected **motor home**.

This provision does not apply to **Uninsured Motorists Insurance-Coverage ST** if the Policy Declarations indicate that, under the Uninsured Motorist Insurance provision, the limits of two or more insured **motor homes** may be stacked together.

Transfer

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

Medicare Provision

It is agreed that the benefits provided by the Federal Medicare Program will not offset or reduce any coverage provided by this policy.

Provisional Premium

The premium shown in the Policy Declarations for Motor Home Liability Insurance, Motor Home Medical Payments and Uninsured Motorists Insurance will be considered provisional and may be recomputed, if:

- a) any provision of the Florida Motor Vehicle No-Fault Law exempting persons from tort liability is found to be unconstitutional; and
- b) the rules, rates or premiums for the issuance of this policy are changed because of the unconstitutionality of the law.

If this policy is a continuation or renewal of **your** policy, any recomputation of premium will include consideration of any returned or credited premium given in compliance with the Florida Motor Vehicle No-Fault Law.

If the final recomputed premium exceeds the premium stated in the Policy Declarations, **you** must pay the excess to **us**, including the amount of any return premium previously credited or refunded.

Payment

If **your** initial premium payment for **your** first policy period is by check, electronic transaction or any remittance other than cash, such payment is conditional upon the check, electronic transaction or other remittance being honored upon presentation. If such check, electronic transaction or remittance is not honored upon presentation, this policy may be voidable from its inception.

Fraud Or Misrepresentation

Your policy was issued in reliance on the information **you** provided on **your** Motor Home Insurance Application concerning **motor homes** and persons insured by the policy. **We** will not provide coverage for any loss which occurs in connection with any material misrepresentation, fraud or concealment of material facts, or if any material misrepresentation or omission was made on **your** Motor Home Insurance Application.

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 And Non-Renewal

During the first two months following the date of issuance or renewal, **you** may not cancel this policy except:

1. upon total destruction of the insured motor vehicle;
2. upon transfer of ownership of the insured motor vehicle; or
3. after the purchase of another policy or binder covering the motor vehicle which was covered under this policy.

If **your** original policy has been in effect for 60 days or less, **we** may cancel for reasons other than non-payment of premium. However, during the first 60 days of **your** original



policy, **we** may cancel for non-payment of premium if the reason for the cancellation is the issuance of a check for the premium which is dishonored for any reason.

After **your** original or renewal policy has been in effect for 60 days, **you** may cancel this policy by writing and telling **us** what future date **you** wish to stop coverage.

After **your** original policy has been in effect for 60 days, or if this is a renewal policy, **we** will not cancel during the premium period unless:

1. the premium is not paid when due;
2. there is material misrepresentation, fraud or concealment of material facts;
3. the driver's license of any of the following persons has been suspended or revoked:
 - a) **you**;
 - b) any operator who resides with **you**; or
 - c) any operator who customarily operates **your** covered **motor home**, during the policy period or the 180 days immediately preceding its effective date or, if the policy is a renewal, during its policy period. This will not apply to any policy which has been in effect less than 60 days at the time notice of cancellation is mailed or delivered by the insurer unless it is a renewal policy.
4. **we** have mailed notice within the first 60 days the original policy has been in effect that **we** do not intend to continue the policy.

We will give **you** notice of cancellation as follows:

1. If **we** cancel because **you** did not pay the premium, **we** will give **you** at least 10 days notice.
2. If **we** cancel for any reason other than non-payment of premium, **we** will give **you** at least 45 days notice.

After **your** original policy has been in effect for 60 days, or if this is a renewal policy, **we** will give **you** notice as follows:

1. If **we** cancel because **you** did not pay the premium, **we** will give **you** at least 10 days notice.
2. If **we** cancel for any reason other than non-payment of premium, **we** will give **you** at least 45 days notice.

If **we** do not intend to continue the policy beyond the current premium period, **we** will give **you** notice at least 45 days before the end of the policy period.

We will mail any cancellation or non-renewal notice to **you** at **your** address shown in the Policy Declarations. **Our** mailing the notice of cancellation or non-renewal to **you** will be deemed 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. If **you** cancel the policy, any refund due will be sent within 30 days of the cancellation effective date. If **we** cancel the policy, any refund due will be sent within 15 days of the cancellation effective date. The cancellation will be effective even though the refund is not made immediately.

Any unearned premium under \$5.00 will be refunded only upon **your** request.

In the event **we** determine that **you** have been charged an incorrect premium for coverage requested in **your** application for insurance, **we** shall immediately mail **you** notice of any additional premium due **us**. If within 15 days of the notice of additional premium due (or a longer time period as specified in the notice), **you** fail to either:

- a) pay the additional premium and maintain this policy in full force under its original terms; or
- b) cancel this policy and demand a refund of any unearned premium;

then this policy shall be cancelled effective 15 days from the date of the notice (or a longer time period as specified in the notice).

Conditional Reinstatement

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

Mediation

Both **you** and **we** may request mediation of a claim for **bodily injury** in the amount of \$10,000 or less under Parts 2, 3, 4 and 5 of the policy, or by filing a written request with the Florida Department of Financial Services on a form which may be obtained from the Department. The request must state why mediation is being requested and the issue in dispute.

The Department of Financial Services will appoint a mediator. Each party may reject one mediator. The mediator will notify the parties of the date, time and place of the mediation conference, which will be held within 45 days of the request for mediation. The mediation conference will be conducted informally and may be held by telephone if feasible. Participants must have authority to make a binding decision, and must mediate in good faith.

Information and disclosures provided during mediation are not admissible in any subsequent action or proceeding relating to the claim. Costs of the mediation will be shared equally by each party unless the mediator determines a party has not mediated in good faith.

If a person files suit which relates to facts already mediated, such facts will not be mediated again. Only one mediation may be requested for each claim, unless all parties agree to further mediation. Any suit regarding a mediated dispute must be filed as prescribed under the Limitations of Actions statutes or within 60 days after the conclusion of the mediation process, whichever is later.

What Law Will Apply

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

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

This provision shall not apply to claims or disputes to which the **Part 5—Uninsured Motorist Insurance—Coverage ST, If We Cannot Agree** provision applies.

Out Of State Coverage

If a **motor home** accident to which this policy applies occurs in any state or province other than the one in which **your** covered **motor home** is principally garaged, **we** will interpret **your** policy for that accident as follows:

- A. If the state or province has:
 1. a financial responsibility or similar law specifying limits of liability for **bodily injury** or property damage higher than the limit shown in the Declarations, **your** policy will provide the higher specified limit.
 2. a compulsory insurance or similar law requiring a non-resident to maintain insurance whenever the



non-resident uses a vehicle in that state or province, **your** policy will provide at least the required minimum amounts and types of coverage.

- B. No one will be entitled to duplicate payments for the same elements of loss.

Part 2—Motor Home Liability Insurance

Bodily Injury—Coverage AA

Property Damage—Coverage BB

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

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

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

We will defend an insured person if sued as the result of a covered **motor home** accident. **We** will defend that person at **our** own expense, with counsel of **our** choice, and may settle any claim or suit if **we** feel this is appropriate.

Additional Payments We Will Make

In defending an insured person under this part, **we** will pay for:

- loss of wages or salary, not to exceed \$50 per day. These payments will be made when that person's attendance is required at a trial to defend against a **bodily injury** suit. **We** will also pay other reasonable expenses incurred at our request but not other loss of income or earnings.
- court costs for defense.
- interest accruing on damages awarded, until such time as **we** have paid, formally offered or deposited in court the amount for which **we** are liable under this policy. Interest will be paid only on damages which do not exceed **our** limits of liability.
- all premiums on appeal bonds and on bonds to release attachments, but not in excess of **our** limit of liability. **We** have no obligation, however, to apply for or furnish these bonds.

We will repay an insured person for:

- the cost of any bail bonds required because of an accident or traffic law violation involving the use of the insured **motor home**. Payment will not exceed \$300 per bond. **We** have no obligation to apply for or furnish a bond.
- any expense incurred for first aid to others at the time of a **motor home** accident involving the insured **motor home**.

Insured Persons

- While using **your** insured **motor home**:
 - you**;
 - any **resident**; and
 - any other person using it with **your** permission.
- While using a non-owned **motor home**:
 - you**; and
 - any **resident** relative using a **motor home**.
- Any other person or organization liable for the use of an insured **motor home** provided:
 - the **motor home** is not owned by the person or organization;
 - the use is by an insured person under **1.** or **2.** above; and
 - only for that insured person's acts or omissions.

Insured Motor Homes

- Any **motor home** described in the Policy Declarations and the **motor home you** replace it with.
- Additional **motor homes you** acquire ownership of during the policy period. This **motor home** will be covered if **we** insure all other **motor homes you** own. **You** must, however, notify **us** within 30 days of acquiring the **motor home** and pay any additional premium.
- A substitute motor vehicle not owned by **you**, being temporarily used while **your** insured **motor home** is being serviced or repaired, or if **your** insured **motor home** is stolen or destroyed.
- A non-owned **motor home** used by **you** or a **resident** relative with the permission of the owner. 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 in the Policy Declarations of the policy.
2. "**Bodily injury**"—means **bodily injury**, sickness, disease or death.
3. "**Motor home**"—means a self-propelled vehicle equipped, designed or used as a living quarters.
4. "**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. "**You**" or "**your**"—means the policyholder named in the Policy Declarations and that policyholder's **resident** spouse.

Exclusions—What Is Not Covered

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

1. **bodily injury** or property damage arising out of the use of **your** insured **motor home** while used to carry persons or property for a charge, or any **motor home you** are driving while available for hire by the public. This exclusion does not apply to shared-expense carpools.
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, **your** partners or the partnership in the business, or employees of the partnership or of the **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. Coverage does apply to a 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. **bodily injury to you** or any **resident** of **your** household related to **you** by blood, marriage or adoption.
8. damage to or destruction of property **you** or a **resident** relative own, are in charge of or rent from others. However, a private residence or garage that **you** or a **resident** relative rent from others is covered.
9. **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.
10. **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.
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**.
13. **bodily injury** or property damage arising out of an insured person's participation in any prearranged, organized or spontaneous:
 1. racing contest;
 2. speed contest; or
 3. use of a **motor home**

at a track or course designed or used for racing or high performance driving, or in practice or preparation for any contest or use of this type.

Financial Responsibility

When this policy is certified as proof under any Motor Vehicle Financial Responsibility law, the insurance under this part will comply with the provisions of that law. This liability coverage will comply to the extent of liability coverage and limits required by the law.

Limits Of Liability

The limits shown in the Policy Declarations are the maximum **we** will pay for any single **motor home** accident. 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 **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 **our** total limit of liability for all damages for **bodily injury** sustained by two or more persons in any single **motor home** accident. For property damage, the limit stated for each occurrence is **our** total limit of liability for property damage sustained in any single **motor home** accident.

The liability limits apply to each insured **motor home** as shown in 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.

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 terms of the policy.

No one other than an insured person may bring suit against **us** prior to first obtaining a judgment against an insured for a cause of action covered under this policy.

If liability has been determined by judgment after trial, or by written agreement among the insured, the other person and **us**, then a person other than an insured who obtains this judgment or agreement against an insured person may sue **us** up to the limits of this policy.

The bankruptcy or insolvency of a person insured will not relieve **us** of any obligation.

What To Do In Case Of A Motor Home Accident Or Claim

In the event of a **motor home** accident or claim, **you** must do the following:

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

Part 3—Motor Home Medical Payments—Coverage CC

We will pay to or on behalf of an insured person all reasonable expenses incurred for **medically necessary** treatment, services or products actually provided to the

insured person because of the **bodily injury**. Payments will be made only when the **bodily injury** is caused by a motor vehicle accident. Ambulance, 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 **bodily injury** to any person to the extent that treatment is provided or benefits are paid or payable to or on behalf of an injured person under:

1. any workers' compensation law;
2. any no-fault benefits in this or any other motor vehicle policy. However, this coverage will apply to the portion of any no-fault medical expenses which were reduced as a result of the coinsurance requirement for no-fault benefits under this policy.

This coverage does not apply to any expenses which are not paid or payable under any no-fault benefits in this or any other motor vehicle policy because of the application of a deductible.

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; or
 - d) a non-owned **motor home** or trailer if the injury results from the operation or occupancy by a **resident** relative.

The use of these **motor homes** must be with the owner's permission.

Insured Motor Homes

1. Any **motor home** described in the Policy Declarations. This includes the **motor home you** replace it with.

2. Additional **motor homes you** acquire ownership of during the policy period. These **motor homes** will be covered if **we** insure all other **motor homes you** own. **You** must, however, notify **us** within 30 days of acquiring a **motor home** and pay any additional premium.
3. A substitute motor vehicle not owned by **you** or a **resident** of **your** household, 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 with the permission of the owner. This **motor home** must not be available or furnished for **your** regular use.
5. A trailer, while attached to an insured **motor home**, designed for use with a **motor home**.

Definitions

1. "**We**," "**us**" or "**our**"—means the company shown in the Policy Declarations of the policy.
2. "**Bodily injury**"—means **bodily injury**, sickness, disease or death.
3. "**Motor home**"—means a self-propelled vehicle equipped, designed or used as a living quarters.
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. "**You**" or "**your**"—means the policyholder named in the Policy Declarations and that policyholder's **resident** spouse.
6. "**Medically necessary**"—means a medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing or treating an illness, injury, disease or symptom in a manner that is:
 1. in accordance with generally accepted standards of medical practice;
 2. clinically appropriate in terms of type, frequency, extent, site and duration; and
 3. not primarily for the convenience of the patient, physician or other health care provider.

Exclusions—What Is Not Covered

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

1. **you** or a **resident** relative while in, on, getting into or out of a **motor home** owned by **you** or a **resident** relative which is not insured for this coverage.
2. **you** or a **resident** relative while in, on, getting into or out of, or 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 upon public roads.
3. any person while in, on, getting into or out of:
 - a) an owned **motor home** while available for hire to the public. This exclusion does not apply to shared-expense carpools.
 - 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 the selling of **motor homes** or other vehicles.

Coverage is provided for **you**, **your** private chauffeur or domestic servant while using a **motor home** or trailer in any other business or occupation.
5. any person resulting from any act of war, insurrection, rebellion or revolution.
6. any person or dependent of a person who is entitled to benefits provided by the U.S. Government under a contract of employment including past or present military duty.
7. any person or organization other than **you** while **your motor home** is rented, leased or loaned for a charge to such person or organization.
8. any person arising out of an insured person's participation in any prearranged, organized or spontaneous:
 1. racing contest;
 2. speed contest; or
 3. use of a **motor home**

at a track or course designed or used for racing or high performance driving, or in practice or preparation for any contest or use of this type.

Limits Of Liability

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

The medical payments limit applies to each insured **motor home** as stated in 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 limits also will not be increased if **you** have other **motor home** insurance policies that apply.

We will not pay more than \$2,000 for any one person for funeral service expenses.

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 and reduce the damages payable under the Bodily Injury Liability Coverage of this policy.

Unreasonable Or Unnecessary Medical Expenses

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

If 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 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 an 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; and
- 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.

Subrogation Rights

When **we** pay an insured person injured as a result of an accident which occurs outside the state of Florida, that person's rights of recovery become **ours** up to the amount **we** have paid. The insured person must protect these rights and help **us** enforce them.

Proof Of Claim; Medical Reports

As soon as possible, any person making claim must give **us** written proof of claim. It must include all details **we** may need to determine the amounts payable. **We** may also require any person making claim to submit to questioning under oath and sign the transcript.

The injured person may be required to take physical examinations by physicians selected by **us**, as often as **we** reasonably require. The injured person or his representative must authorize **us** to obtain medical reports and copies of medical and employment records.

Action Against Us

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

Part 4—Personal Injury Protection-Coverage VA

We will pay to or on behalf of the injured person the following benefits. Payments will be made only when **bodily injury** is caused by an accident arising from the use of a **motor vehicle** as a **motor vehicle**.

1. **Medical Expenses**
Eighty percent of all reasonable expenses for **medically necessary** medical, surgical, X-ray, dental and rehabilitative services, including prosthetic devices and **medically necessary** ambulance, hospital and nursing services.

Treatment and services provided in accordance with a recognized religious method of healing are also covered.
2. **Income Loss**
Sixty percent of loss of income and earning capacity from inability to work caused directly by the injury sustained in the auto accident. Income loss benefits end upon the death of the **injured person**.
3. **Loss of Services**
All reasonable expenses incurred in obtaining from others ordinary and necessary services usually performed by the **injured person** without income for the benefit of the family or family household. Loss of services benefits end upon the death of the **injured person**.
4. **Death Benefits**
Benefits due to the death of an **injured person**.

Definitions

1. **"We," "us" or "our"**—means the company shown in the Policy Declarations of the policy.
2. **"Bodily injury"**—means **bodily injury**, sickness, disease or death.
3. **"Injured person"**—means:
 - 1) within the state of Florida:
 - a) **you** or a **resident** relative while in, on, getting into or out of, or struck while a pedestrian by a **motor vehicle**; or
 - b) any other person while in, on, getting into or out of, and if a legal **resident** of Florida, any other person struck while a pedestrian by the **insured motor vehicle**.

- 2) outside the state of Florida:
 - a) **you** or a **resident** relative while in, on, getting into or out of the **insured motor vehicle**; or
 - b) **you**, while in, on, getting into or out of a **motor vehicle** owned by a **resident** relative for which security is required to be maintained under the Florida Motor Vehicle No-Fault Law.

4. **"Insured motor vehicle"**—means a motor vehicle:
 - a) **you** own;
 - b) for which the security is required to be maintained under the Florida Motor Vehicle No-Fault Law; and
 - c)
 - i) for which a premium is charged; or
 - ii) a trailer designed for use with a **motor vehicle**, or if not used for business purposes, a trailer designed for use with a pick up truck, panel truck or van.

5. **"Motor vehicle"**—means any self-propelled vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of Florida and any trailer or semi-trailer designed for use with such vehicle.

A **motor vehicle** does not include:

 - a) any **motor vehicle** which is used in mass transit, other than public school transportation, and designed to transport more than five passengers exclusive of the operator of the **motor vehicle** and which is owned by a municipality, a transit authority or a political subdivision of the state; or
 - b) a mobile home.

6. **"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.

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

8. **"Medically necessary"**—means a medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing or treating an illness, injury, disease or symptom in a manner that is:
 1. in accordance with generally accepted standards of medical practice;

2. clinically appropriate in terms of type, frequency, extent, site and duration; and
3. not primarily for the convenience of the patient, physician or other health care provider.

Exclusions—What Is Not Covered

This coverage does not apply:

1. to **you** or any **resident** relative while in, on, getting into or out of a **motor vehicle** which **you** own that is not an **insured motor vehicle** under this policy.
2. to any person while operating the **insured motor vehicle** without **your** permission.
3. to any person whose conduct contributed to a self injury:
 - a) intentionally caused; or
 - b) while committing a felony.
4. to any person, other than **you**, if that person owns a **motor vehicle** for which security is required under the Florida Motor Vehicle No-Fault Law.
5. to any person, other than **you** or a **resident** relative, who is entitled to no-fault benefits from the owner or insurer of a **motor vehicle** which is not an **insured motor vehicle** under this insurance.
6. to any person who sustains **bodily injury** while in, on, getting into or out of a **motor vehicle** while located for use as a residence or premises.
7. to **you** or a **resident** relative for income loss if the Policy Declarations indicate that Income Loss coverage does not apply.

Limits Of Liability

The limit of our liability for Personal Injury Protection is stated in the Policy Declarations. This is the maximum **we** will pay per injured person for any one **motor vehicle** accident, regardless of the number of vehicles insured under this or other policies. **We** will not pay more than \$5,000 for any one person for Death Benefits subject to the Personal Injury Protection limits of liability.

Benefits will be reduced by:

1. amounts paid or payable for the same items of loss and expense under any workers' compensation law.
2. amounts received from any insurer for the same items of loss and expense for which benefits are available under

this policy. This reduction applies only to amounts that are a duplication of payment for the same loss or expense. The insurer paying these benefits, however, will be entitled to recover from **us** an equitable pro-rata share of the benefit paid and expenses incurred in processing the claim.

The total amount of losses and expenses for Medical Expenses, Income Loss and Loss of Services are subject to a deductible. The application of any deductible will not reduce the limit of **our** liability for Personal Injury Protection as stated on the Policy Declarations. Death Benefits are not subject to a deductible.

Unreasonable Or Unnecessary Medical Expenses

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

If 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 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 an 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.

Action Against Us

No one may sue **us** under this coverage unless there is full compliance with all the terms of the policy, and at least 30 days have passed since the required notice of accident and reasonable proof of claim were filed with **us**.

Proof Of Claim; Medical Reports

As soon as possible, **you** or any other person making claim must give **us** written proof of claim including all details reasonably required by **us** to determine the amounts payable.

If the mental or physical condition of an **injured person** is material to any claim under this coverage, that person may be required to take mental or physical 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. If an **injured person** unreasonably refuses to take the examination **we** are not required to pay any subsequent personal injury protection benefits. **We** will pay the expense of any examinations **we** request. The examination will be given in the **injured person's**

city of residence. If there is no qualified physician in the **injured person's** city of residence, the examination will be given in any area nearest to the **injured person's** city of residence.

Reimbursement And Subrogation

Unless prohibited by the Florida Motor Vehicle No-Fault Law, and in the event of payment to or for the benefit of any **injured person** under this insurance:

- a) if the accident occurs outside the state of Florida, **we** are subrogated to the rights of the person to whom or for whose benefit such payments were made to the extent of such payments. Such person shall execute and deliver the instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.
- b) **we** shall be entitled to reimbursement to the extent of the payment of Personal Injury Protection benefits made under this insurance from the owner or insurer of the owner of a commercial **motor vehicle**, as defined by the Florida Motor Vehicle No-Fault Law, if such **injured person** sustained the injury while in, on, getting into or out of, or while a pedestrian through being struck by, such commercial **motor vehicle**.

Part 5—Uninsured Motorists Insurance—Coverage ST

We will pay only 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, except that **we** will not pay for damages consisting of pain, suffering, mental anguish or inconvenience unless the injury or disease is described in one or more of paragraphs (a) through (d) of Florida Statute 627.737(2). The **bodily injury** must be caused by accident and arise out of the ownership, maintenance or use of an uninsured **motor vehicle**. **We** will not pay any punitive or exemplary damages.

If an insured person sues a person believed to be 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.

- 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.

An Insured Motor Home Is A Motor Vehicle:

- described in the Policy Declarations and the **motor vehicle you** replace it with.
- you** acquire ownership of during the policy period. **You** must, however, notify **us** within 30 days after **you** acquire the **motor vehicle** and pay any additional premium.
- not owned by **you** or a **resident** relative, being temporarily used while **your** insured motor home is being serviced or repaired, or if **your** insured motor home is stolen or destroyed.
- operated by **you** with the permission of the owner, but not furnished for **your** regular use.
- not made available for public hire by an insured person.

An Uninsured Motor Vehicle Is:

- a **motor vehicle** which has no bodily injury liability bond or insurance policy in effect at the time of the accident.
- a **motor vehicle** for which the insurer becomes insolvent within four years from the date of the accident. This coverage will be excess over any obligations assumed by the Florida Insurance Guaranty Association to pay claims.
- a hit-and-run **motor vehicle** which causes **bodily injury** to an insured person as a result of a **motor vehicle** accident. The identity of either the operator or owner of the vehicle must be unknown. The accident must be reported within 24 hours to the police. **We** must be notified within 30 days. If the hit-and-run **motor vehicle** caused the injury without physical contact with the insured person or the vehicle the insured person was occupying, the facts of the accident must be proved. **We** will only consider competent evidence other than the testimony of a person making claims under this or any similar coverage. If the insured person was occupying the insured **motor vehicle** at the time of the accident, **we** have a right to inspect it.
- a vehicle insured under the liability portion of this motor vehicle insurance policy which causes **bodily injury** to **you** or a **resident** relative while being operated by a

person other than **you** or a **resident** relative and which is excluded under the liability portion of the policy.

- an underinsured **motor vehicle**. An underinsured **motor vehicle** is one which has liability protection in effect and applicable at the time of the accident but in an amount less than the damages the insured person is legally entitled to recover.

An Uninsured Motor Vehicle Is Not:

a vehicle insured under the liability portion of this motor vehicle insurance policy, unless that **motor vehicle** causes **bodily injury** to **you** or a **resident** relative while being operated by a person other than **you** or a **resident** relative and which is excluded under the liability portion of the policy.

Definitions

- "We," "us" or "our"**—means the company shown in the Policy Declarations of the policy.
- "Bodily injury"**—means **bodily injury**, sickness, disease or death.
- "Motor vehicle"**—means a land **motor vehicle** or trailer other than:
 - a vehicle or other equipment designed for use principally off public roads, while not upon public roads;
 - a vehicle operated on rails or crawler-treads; or
 - a vehicle when used as a residence or premises.
- "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.
- "You" or "your"**—means the policyholder named in the Policy Declarations and that policyholder's **resident** spouse.

Exclusions—What Is Not Covered

Regardless of the type of coverage **you** selected under Coverage ST, this coverage does not apply to:

- any person who makes a settlement without **our** written consent if such settlement prejudices the company's right to recovery.

2. the direct or indirect benefit of any workers' compensation or disability benefits insurer, including a self-insurer.
3. **bodily injury** or property damage arising out of an insured person's participation in any prearranged, organized or spontaneous:
 1. racing contest;
 2. speed contest; or
 3. 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.

If the Policy Declarations indicate that under the **Uninsured Motorist Insurance** provision, the limits of two or more insured motor homes may be stacked together, the following exclusions also apply:

4. Any person while in, on, getting into or out of a motor home **you** own which is not insured for this coverage under this policy.
5. **You** or a relative who resides in **your** household while in, on, getting into or out of a motor home owned by **you** or a relative who resides in **your** household which is not insured for this coverage under this policy.

Limits Of Liability

1. **When limits of two or more insured motor homes may be stacked:**

If the Policy Declarations indicate that, under the **Uninsured Motorist Insurance** provision, the limits of two or more insured motor homes may be stacked together, the **Uninsured Motorists Insurance** limit shown in the Policy Declarations for:

- a) "each person" is the maximum that **we** will pay 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 the **bodily injury**.

When the limits of two or more insured motor homes are stacked, our maximum limit of liability for all damages to **you** or a **resident** relative in any one accident is the sum of the "each person" limits for each insured motor home shown in the Policy Declarations.

- b) "each accident" is the maximum that **we** will pay for all 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 limit for "each person."

When the limits of two or more insured motor homes are stacked, subject to the limit for "each person," **our** maximum limit of liability for all damages to two or more persons in any one accident is the sum of the "each accident" limits for each insured motor home shown in the Policy Declarations.

2. **When limits of two or more insured motor homes may not be stacked:**

If the Policy Declarations indicate that under the **Uninsured Motorist Insurance** provision, the limits of two or more insured motor homes may not be stacked together, the **Uninsured Motorists Insurance** limit shown in the Policy Declarations for:

- a) "each person" is the maximum that **we** will pay for all damages arising out of **bodily injury** to one person in any one **motor vehicle** accident, including damages sustained by anyone else as a result of that **bodily injury**.
- b) "each accident" is the maximum that **we** will pay for all 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.

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

- a) claims made;
- b) motor homes or persons stated in the Policy Declarations; or
- c) motor homes involved in the accident.

The Uninsured Motorists Coverage limits apply to each insured motor home as stated in the Policy Declarations.

3. Regardless of whether the Policy Declarations indicate that the limits of two or more insured motor homes may be stacked, or may not be stacked together for Coverage ST, if **bodily injury** is sustained in a **motor vehicle** accident by any person other than **you** or a **resident** relative, our maximum limit of liability for all damages arising out of **bodily injury** to any person other than **you** or a **resident** relative is the limit of liability shown in the Policy Declarations applicable to the motor home the person insured was occupying at the time of the **motor vehicle** accident. This is the most **we** will pay regardless of the number of:



- a) claims made;
 - b) motor homes or persons stated in the Policy Declarations;
 - c) motor homes involved in the accident.
4. Damages payable will be reduced by:
- a) all amounts paid 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 motor vehicle policy.
 - b) all amounts payable under any workers' compensation law, disability benefits law or similar law, Motor Vehicle Medical Payments, or any similar motor vehicle medical payments coverage, or no-fault benefits provided under this or any other motor vehicle policy.

as described in Florida Statute 627.737(2), but only after all other collectible insurance has been exhausted.

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 benefits. **We** will bear **our** proportionate share. This applies no matter how many motor homes or motor home 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 physical examinations by physicians **we** choose, as often as **we** reasonably require. The insured person or his representative must authorize **us** 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; and
- 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 such person recovers from any responsible party or insurer. **We** are not entitled to repayment until after the person **we** have paid under this coverage has been compensated for all damages that person was legally entitled to recover.

If There Is Other Insurance

1. When limits of two or more insured motor homes may be stacked:

If the injured person was in, on, getting into or out of a motor home which is insured for this coverage under another policy, this coverage will be excess.

If more than one policy applies to the accident on a primary basis, **we** will bear **our** proportionate share of the damages payable.

2. When limits of two or more insured motor homes may not be stacked:

If the injured person was in, on, getting into or out of a motor home **you** do not own which is insured for this coverage under another policy, this coverage will be excess. This means that when the injured person is legally entitled to recover damages in excess of the other policy limit, **we** will pay up to **your** policy limit, except that **we** will not pay for damages consisting of pain, suffering, mental anguish or inconvenience unless the injury or disease is:

- a) significant and permanent loss of an important bodily function,
- b) permanent injury within a reasonable degree of medical probability, other than scarring or disfigurement,
- c) significant and permanent scarring or disfigurement, or
- d) death

2. all rights of recovery against any responsible party or insurer must be maintained and preserved for **our** benefit.
3. if **we** ask, insured persons must take appropriate action in their name to recover damages from any responsible party or insurer. **We** will select the attorney and **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 terms of this policy.

If We Cannot Agree

If the insured person and **we** disagree on the insured person's right to receive any damages or on 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, the Florida Arbitration Act will not apply. Unless the insured person or **we** object, arbitration will take place under the rules of the American Arbitration Association.

If either party objects to the use of the rules of the American Arbitration Association, the following alternative method of arbitration will be used. The insured person will select one arbitrator and **we** will select another. The two arbitrators will select a third. If they cannot 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 agreement of any two arbitrators will determine the issues. The insured person will pay the arbitrator that person selects and **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 or other expert witnesses are not considered arbitration expenses and are to be paid by the party incurring them.

Regardless of the method of arbitration, any arbitration award will be binding and may be entered as a judgment in a proper court.

Part 6—Protection Against Loss To The Motor Home

The following coverages apply when indicated in the Policy Declarations. Additional payments, **motor homes** insured, definitions, exclusions, limits of liability and other information applicable to all these coverages appear beginning on page 19.

Motor Home Collision Insurance—Coverage DD

We will pay for direct and accidental loss to **your** insured **motor home** or a non-owned **motor home** (including insured loss to an attached trailer) from a collision with another object or by upset of that **motor home** or trailer. The deductible amount will not be subtracted from the loss payment in collisions involving **your** insured **motor home** and another **motor home** insured for motor home liability insurance 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.

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, and to its antennas or other apparatus in or on **your motor home** used specifically with that system. However, any deductible amount which applies will be subtracted from the loss amount. 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**.

Towing And Labor Costs—Coverage JJ

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

Rental Reimbursement Coverage—Coverage UU

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

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

If **your** insured **motor home** is disabled by a collision or comprehensive loss, coverage starts the day of the loss. If the entire **motor home** is stolen, coverage begins the day **you** report the theft to **us**. 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** pay 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 in 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; or
- 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; or
 - 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 when 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** pay or **your motor home** is returned to use.
4. If **you** have purchased collision or comprehensive insurance under this policy, **we** will pay general average and salvage charges imposed when **your** insured **motor home** is being transported.

Insured Motor Homes

1. Any **motor home** described in the Policy Declarations and the **motor home** **you** replace it with if **you** notify us within 30 days of the replacement and pay any additional premium.

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, notify **us** within 30 days of acquiring the **motor home** and pay any additional premium.
3. A substitute motor vehicle, not owned by **you**, temporarily used with the permission of the owner while **your** insured **motor home** is being serviced or repaired, or if **your** insured **motor home** is stolen or destroyed.
4. A non-owned **motor home** used with the permission of the owner. This **motor home** must not be available or furnished for **your** regular use.
5. A trailer while attached to an insured **motor home**. The trailer must be designed for use with a **motor home**. This trailer cannot be used for business purposes with other than a **motor home**. Home, office, store, display or passenger trailers are not covered. **Travel-trailers** are not covered unless described in the Policy Declarations.
7. "**Custom parts or equipment**"—means equipment, devices, accessories, enhancements, and changes other than those offered by the manufacturer of the **motor home** specifically for that model, or installed by the dealership of the **motor home** when new as part of the original sale, which alter the appearance or performance of a **motor home**. This does not include items covered under **Sound System Coverage**.

Exclusions—What Is Not Covered

These coverages do not apply to:

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

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

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

Definitions

1. "**We**," "**us**" or "**our**"—means the company shown in the Policy Declarations of the policy.
2. "**Motor home**"—means a self-propelled vehicle equipped, designed or used as a living quarters.
3. "**Resident**"—means the physical presence in **your** household with the intention to continue living there. Unmarried dependent children temporarily away from home will be considered **residents** if they intend to continue to live in **your** household.
4. "**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;
 - b) recording or playing back recorded material; or
 - c) supplying power to cellular or similar telephone equipment.
5. "**Travel-trailer**"—means a trailer of the house, cabin or camping type equipped or used as a living quarters.
6. "**You**" or "**your**"—means the policyholder named in the Policy Declarations and that policyholder's spouse while a member of the household.
2. any **motor home** used for the transportation of people or property for a fee. This exclusion does not apply to shared-expense carpools.
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. tires, unless stolen or damaged by fire, malicious mischief or vandalism. This exclusion does not apply 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 Coverage HH or losses to any **sound system** if **you** have purchased coverage for **your sound system** under Coverage HC and the loss is caused by a covered peril.

9. loss to any tapes or compact discs or similar items, unless **you** have purchased additional coverage for **your** tapes or compact discs or similar items under Coverage HC and the loss is caused by a covered peril.
10. 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.
11. loss or damage arising out of an insured person's participation in any prearranged, organized or spontaneous:
 1. racing contest;
 2. speed contest; or
 3. 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.
12. loss due to seizure, confiscation or taking away by any means, with or without **your** cooperation, of any **motor home** by any police or governmental agency, body or authority, for any reason whatsoever. This exclusion applies whether or not **you** are, or were, a bona fide purchaser in good faith of the **motor home**.
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 Coverage HC 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 Coverage HC 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**.
22. loss to any **custom parts or equipment** designed for racing which is installed in **your** insured **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 in the Policy Declarations, with payment for any resulting damage. **We** may take all or part of the property at the agreed or appraised value. **We** may settle any claim or loss either with **you** or the owner of the property.

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;
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 in the Policy Declarations.

Any applicable deductible amount is then subtracted.

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.

The maximum **we** will pay for loss to any **custom parts or equipment** is \$1,000, unless otherwise excluded.

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 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.

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

Action Against Us

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

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.

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, including all details reasonably required by **us**. **We** have the right to inspect the damaged property. **We** may require any person making claim to file with **us** a sworn proof of loss. **We** may also require that person to submit to examinations under oath.
2. Protect the **motor home** from further loss. **We** will pay reasonable expenses to guard against further loss. If **you** do not protect the **motor home**, further loss is not covered.
3. Report all theft losses promptly to the police.

Loss Payable Clause

If a Lienholder and/or Lessor is shown in the Policy Declarations, **we** may pay loss or damage under this policy to

you and the Lienholder and/or Lessor as its interest may appear, except:

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

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

If **you** or any owner fails to render proof of loss within the time granted in the policy, the Lienholder and/or Lessor must do so within 60 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 10 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.