

# Motor Home Policy

AU14099

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### The Company Named in the Policy Declarations

A Stock Company - Home Office: Northbrook, Illinois 60062

### General

The coverages of this policy apply only when a specific premium is indicated for them on the Policy Declarations. If more than one **motor home** is insured, a coverage premium will be shown for each **motor home**. However, only one premium will be shown for Coverage SS, Uninsured Motorists Coverage, regardless of the number of **motor homes** insured. **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.

### Insurance Coverage In Mexico

It is important that, prior to entering and driving in Mexico, **you** check with the appropriate Mexican authorities regarding **motor home** insurance requirements.

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

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

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

If loss or damage occurs which may require repair of the insured **motor home** or replacement of any part(s) while the insured **motor home** is in Mexico, the basis for adjustment of the claim will be as follows: Any amount payable resulting from any covered loss or damage occurring in the Republic of Mexico shall be payable in the United States of America. **We**

will not be liable for more than the cost of having the repairs made or parts replaced at the nearest point in the United States where repairs or replacements can be performed. The costs for towing, transportation, and salvage operations of the insured **motor home** while within Mexico are not covered under this policy.

### 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 or take other appropriate action.

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

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

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

### Coverage Changes

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

### **Duty To Report Policy Changes**

**Your** policy was issued in reliance on the information **you** provided, including information concerning **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 **motor home**. If **you** do not, the coverages under this policy may not apply. If **you** do not notify **us** within 30 days of acquiring a replacement **motor home**, the coverage under Part 4 of this policy may not apply.

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

The coverage limits applicable to any one **motor home** shown on the Policy Declarations will not be combined with or added to the coverage limits applicable to any other **motor home** shown on the Policy Declarations or covered by the policy, even though a separate premium is charged for each of those **motor homes**, regardless of the number of:

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

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

### **Transfer**

This policy can not 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.

### **Payment**

If **your** initial premium payment for **your** first policy period is by check, draft, or any remittance other than cash, such payment is conditional upon the check, draft, or remittance being honored upon presentation. If such check, draft, or remittance is not honored upon presentation, this policy may 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.

### **Fraud Or Misrepresentation**

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

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

### **Guarantee Period**

A guarantee period required by Ohio law begins on the 90th day after the original effective date of the policy, and continues for two years from that original effective date. When this guarantee period expires, a new guarantee period will commence for another two year period unless **we** mail notice that **we** do not intend to continue the policy. Each guarantee period begins after the expiration of the prior guarantee period.

A guarantee period applies only to Liability Insurance, Medical Payments Coverage and Uninsured Motorists Insurance. If **you** add Liability Insurance, Medical Payments Coverage and/or Uninsured Motorists Insurance during the policy period, the coverage(s) will be included in the guarantee period in effect on the 90th day after the effective date of the added coverage(s). However, **we** may mail notice to **you** prior to the 90th day after the effective date of the added coverages that **we** do not intend to continue the added coverage(s).



## Cancellation

**You** may cancel this policy by notifying **us** of what future date **you** wish to stop coverage. **We** may cancel part or all of this policy by mailing notice to **you** at **your** last known address.

If **we** cancel because **you** did not pay the premium, the date of cancellation will be at least 10 days after the date of mailing the notice. If **we** cancel for any reason other than nonpayment of premium:

1. within the first 89 days of the policy period, the date of cancellation will be at least 10 days after the date of mailing the notice.
2. after the policy has been in effect for 89 days, the date of cancellation will be at least 30 days after the date of mailing the notice.

Mailing the notice will be proof of notice. The effective date and hour of cancellation stated in the notice will become the end of the policy period. A refund, if due, will be calculated using the rules, rates and forms in effect, and on file if required, for **our** use in **your** state. Cancellation will be effective even though the refund is not made immediately.

After **your** original policy has been in effect for 89 days, **we** may cancel **your** Liability Insurance, Medical Payments Coverage or Uninsured Motorists Insurance within the current guarantee period only for one or more of the following reasons:

1. The premium is not paid when due.
2. **You** or any person insured under this policy misrepresent or conceal any material facts:
  - a) on the application for this policy;
  - b) in obtaining or renewing this policy; or
  - c) in the submission of any claim.
3. **Your** driver's license or that of any **resident** relative who is a principal operator expired or was suspended or revoked during the guarantee period.
4. **We** have mailed notice within the first 89 days that **we** do not intend to continue the policy.
5. **We** have indicated **our** willingness to issue a new policy within the same or an affiliated company.

## Non-Renewal

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

## 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.

## Charge For Insufficient Funds Or Closed Account

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

## What Law Will Apply

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

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 Ohio, 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 Ohio. 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 Ohio, 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 Ohio, 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.

### Action Against Allstate

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

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

### Arbitration

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

Arbitration pursuant to this provision shall be subject to the following:

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

This provision shall not apply to claims or disputes to which the Part 3—Uninsured Motorist Insurance—Coverage SS, If We Cannot Agree provision applies.

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

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### Coverage Agreement

**We** will pay 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 claims for accidents arising out of the ownership, maintenance or operation, loading or unloading of an insured **motor home**.

If a claim is made or suit is filed because of **bodily injury** or property damage to which this coverage applies, we will provide a defense. We will choose the counsel. We may settle any claim or suit if we believe it is proper. We will not defend an insured person sued for damages which are not covered by this policy.

### Additional Payments We Will Make

In defending 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, 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;
4. Premiums on appeal bonds and on bonds to release attachments, but not in excess of **our** limit of liability. **We** have no obligation, however, to apply for or furnish these bonds.

**We** will repay an insured person for:

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

### Insured Persons

1. While operating **your** insured **motor home**:
  - a) **you**,
  - b) Any **resident** relative, and
  - c) Any other person operating it with **your** permission.
2. While operating a non-owned **motor home**:
  - a) **you**,
  - b) Any **resident** relative.
3. Any other person or organization liable for the operation of an insured **motor home** provided:
  - a) the **motor home** is not owned or hired by the person or organization,
  - b) operation is by an insured person under 1. or 2. above.

### Insured Persons Do Not Include:

1. The United States of America or any of its agencies.

### Insured Motor Homes

1. Any **motor home** described on the Policy Declarations and the **motor home you** replace it with.
2. 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.
3. A substitute **motor home**, not owned by **you** or a **resident** of **your** household, being temporarily operated 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** operated with the permission of the owner. This **motor home** must not be available or furnished for the regular operation of an insured person.

5. A trailer, while attached to an insured **motor home**, designed for operation specifically with a **motor home**.

### Definitions

1. "**We**," "**Us**," Or "**Our**"—means the company as indicated on the Policy Declarations.
2. "**Bodily Injury**"—means physical harm to the body, sickness, disease, or death, but does not include:
  - a) any venereal disease;
  - b) herpes;
  - c) Acquired Immune Deficiency Syndrome (AIDS);
  - d) AIDS Related Complex (ARC);
  - e) Human Immunodeficiency Virus (HIV);
 or any resulting symptom, effect, condition, disease or illness related to a. through e. listed above.
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 operation off public roads, while not on 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 resulting from the operation of the **motor home** by any person as an employee of the United States government, while acting within the scope of such employment. This exclusion applies only if the provisions of the Federal Tort Claims Act, as amended, require the Attorney General of the United States to defend that person in any civil action or

proceeding which may be brought for the **bodily injury** or property damage.

2. **bodily injury** or property damage arising out of the operation of **your** insured **motor home** while operated 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.
3. **bodily injury** or property damage arising out of business operations such as repairing, servicing, testing, washing, parking, storing or selling of **motor homes** or other vehicles, including road testing, pickup, or delivery.

However, coverage does apply to **you, resident** relatives, partners or employees of the partnership of **you** or a **resident** relative when operating **your** insured **motor home**.

4. **bodily injury** or property damage arising out of the operation 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 operating a **motor home** or trailer.
5. **bodily injury** or property damage arising out of the ownership, maintenance, or operation of a **motor vehicle** with less than four wheels.
6. **bodily injury** to an employee of any insured person arising out of or in the course of employment. This exclusion does not apply to **your** domestic employee who is not required to be covered by a worker's compensation law or similar law.
7. **bodily injury** to a co-worker injured in the course of employment. This exclusion does not apply to **you**.
8. **bodily injury** to any person related to an insured person by blood, marriage, or adoption and residing in that person's household.
9. 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.
10. **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 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.

11. **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.
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 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 on 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 the maximum we will pay for damages because of **bodily injury** sustained by one person in any single accident involving an insured **motor home**, including damages sustained by anyone else as a result of the **bodily injury**.

Subject to the limit for each person, the limit stated for "each occurrence" is the maximum **we** will pay for 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 accident involving an insured **motor home**.

The liability limits apply to each insured **motor home** as stated 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 Motorist Coverages of this policy.

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

### If There Is Other Insurance

If an insured person is operating 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 to an accident involving **your** insured **motor home**, we will bear our proportionate share with other collectible liability insurance. Other collectible insurance and other collectible liability insurance includes any form of self 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 persons 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 bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 1—Motor Home Liability Insurance**, unless there is full compliance with all policy terms and such action is commenced no later than the last of the following to occur:

- a) two years after the date of the accident;
- b) one year after entry of final judgment or other court order terminating a lawsuit against the insured to determine the insured's liability or the amount of the insured's liability arising out of the accident; or
- c) one year after **we** agree to a settlement; or
- d) if **we** have denied coverage and the insured person has thereafter settled with the claimant without any lawsuit being filed to determine the insured's liability or the amount of the insured's liability arising out of the accident, within one year after the denial of coverage.

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

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

### Bankruptcy Or Insolvency

The bankruptcy or insolvency of an insured person or that person's estate will not relieve **us** of any obligation under Part 1 of this policy.

### Additional Interested Parties

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

**We** will provide 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 address of the additional interested party as 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 addresses 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.

- 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.

## Part 2—Motor Home Medical Payments—Coverage CC

### Coverage Agreement

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

The treatment, services, or products must be rendered within one year after the accident.

This coverage does not apply to any person to the extent that the treatment is covered or benefits are paid under any workers compensation law.

### Insured Persons

1. **You** and any **resident** relative who sustains **bodily injury** while in, on, or getting into or out of, a **motor home** or trailer or when struck as a pedestrian by a **motor vehicle** 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.

### Insured Motor Homes

1. Any **motor home** described on the Policy Declarations and the **motor home** you replace it with.
2. 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.
3. A substitute **motor home**, 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 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 specifically with a **motor home**.

### Definitions

1. "**We**," "**Us**," or "**Our**"—means the company as indicated on the Policy Declarations.
2. "**Bodily Injury**"—means physical harm to the body, sickness, disease, or death, but does not include:
  - a) any venereal disease;
  - b) herpes;
  - c) Acquired Immune Deficiency Syndrome (AIDS);
  - d) AIDS Related Complex (ARC);
  - e) Human Immunodeficiency Virus (HIV);
 or any resulting symptom, effect, condition, disease or illness related to a. through e. listed above.
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 operation off public roads, while not on 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** 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 on or off 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 principally 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 car pools.
  - b) a **motor home** or trailer while used as a permanent or primary residence or premises.
4. Any person arising out of the ownership, maintenance, or use of a **motor vehicle** with less than four wheels.
5. 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.

6. Any person resulting from any act of war, insurrection, rebellion or revolution.
7. Any person or dependent of a person to the extent that such person or dependent has received benefits provided by the U.S. government under a contract of employment including past or present military duty.
 

**We** will repay the U.S. government, as required in chapter 55 of title 10 of the U.S. Code, for expenses covered under this part of the policy when it incurs such expenses on behalf of an insured person through a facility of the uniformed services.
8. 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 vehicle** 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 vehicle** insurance policies that apply.

If an 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 Coverage CC limit of liability stated on the Policy Declarations; or
3. the remaining portion of the Coverage CC 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 Coverage CC. 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 who is a **resident** of the same household at the time of the accident. In all other cases, the benefit is payable to the deceased insured person's estate.

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

### Unnecessary Or Unreasonable Medical Expenses

If the insured person incurs medical expenses which **we** deem to be unreasonable or unnecessary, **we** may refuse to pay those 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 lost 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 home medical insurance. Other collectible insurance includes any form of self 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 persons 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 bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 2—Motor Home Medical Payments**, unless there is full compliance with all policy terms and such action is commenced within one year after the date the expenses for which coverage is sought were actually incurred by an insured person.

### Subrogation Rights

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

### Proof Of Claim; Medical Reports

As soon as possible, any person making a 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 a claim to submit to an examination under oath and sign the transcript, as often as **we** reasonably require.

The injured 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—Coverage SS

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### Section 1—Bodily Injury Caused By Uninsured Motorists

#### Coverage Agreement

**We** will pay those damages which an insured person or an additional insured person:

1. is legally entitled to recover from the owner or operator of an uninsured **motor vehicle**, or
2. would be legally entitled to recover from the owner or operator of an uninsured **motor vehicle** but for the availability of a defense based on statutory or common law immunity.

because of **bodily injury** sustained by an insured person or an additional insured person.

The **bodily injury** must be caused by accident and arise out of the ownership, maintenance, or use of any uninsured **motor vehicle**. **We** will not pay any punitive or exemplary damages.

#### Insured Persons

1. **you** and any **resident** relative.
2. any person while operating an insured **motor home** with **your** permission.
3. any other person who is legally entitled to recover because of **bodily injury** to **you**, a **resident** relative, or a person operating **your** insured **motor home** with **your** permission.

#### Additional Insured Persons

1. any other person occupying, but not operating, an insured **motor home**.
2. any other person who is legally entitled to recover because of **bodily injury** to a person occupying, but not operating, an insured **motor home**.

An additional insured person shall be insured only to the extent that the limits of liability for Coverage SS under this policy exceed the limits of liability for similar coverage under any other policy.

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

1. **you** own. This includes any **motor home** **you** purchase:
  - a) as a replacement for the owned **motor vehicle**.
  - b) as an additional **motor vehicle**. **You** should tell **us** within 30 days after **you** acquire the additional **motor vehicle** and pay the additional premium, if any.
2. not owned by **you** or a **resident** relative but:
  - a) which is being operated by **you** with the owner's permission.
  - b) which is in **your** control or custody with the owner's permission and is being temporarily operated by anyone else with **your** permission:
    - i) while **your** owned **motor home** is being serviced or repaired; or
    - ii) because **your** owned **motor home** was stolen or destroyed.

This non-owned **motor vehicle** must not be furnished or available for **your** or a **resident** relative's regular use.

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

#### An Uninsured Motor Vehicle Is:

1. a **motor vehicle** which has no bodily injury liability bond or insurance policy in effect at the time of the accident.
2. a **motor vehicle** covered by a bodily injury liability bond or insurance policy which doesn't 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 or additional insured person by direct physical contact with that person or with a vehicle occupied by that person. The identity of both the operator and owner of the vehicle must be unknown. The accident must be reported within 24 hours to the police. **We** must be notified within 30 days. If the insured person or additional insured person was occupying the vehicle at the time of the accident, **we** have the right to inspect it.
5. an underinsured **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 amounts specified for bodily injury liability by the financial responsibility laws of Ohio, but less than the limits of liability for Coverage SS of this policy.

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

1. a **motor vehicle** that is lawfully, self-insured.

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

1. **We** will not pay any punitive or exemplary damages.
2. **We** will not pay any damages an insured person or additional insured person is legally entitled to recover because of **bodily injury**:
  - a) to any insured person or additional insured person who makes a settlement without **our** written consent.
  - b) to any person while in, on, getting into or out of or when struck by a **motor vehicle you** own which is insured for this coverage under another policy.
  - c) if the payment would directly or indirectly benefit any disability benefits insurer, including a self-insurer.

### **Limits Of Liability**

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

Regardless of the number of insured **motor homes** under this coverage, the specific amount shown on the Policy Declarations for:

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

Any amount payable to or for an insured person or additional insured person under this coverage will be reduced by all amounts paid by the owner or operator of the uninsured **motor vehicle** or anyone else legally responsible. This

includes all sums paid under the bodily injury liability coverage of this or any other **motor vehicle** insurance policy.

**We** are not obligated to make any payment for **bodily injury** under this coverage which arises out of the ownership, maintenance, or use of an underinsured **motor vehicle** until after the limits of liability for all liability protection in effect and applicable at the time of the accident have been fully and completely exhausted by payment of judgment or settlements.

An additional insured person shall be insured only to the extent that the limits of liability for Coverage SS under this policy exceed the limits of liability for similar coverage under any other policy.

## **Section 2—Property Damage Caused By Uninsured Motorists**

This section applies only when a premium charge is indicated for Uninsured Motorists Coverage—Property Damage on the Policy Declarations.

### **Coverage Agreement**

**We** will pay those damages which an insured person or an additional insured person:

1. is legally entitled to recover from the owner or operator of an uninsured **motor vehicle**, or
2. would be legally entitled to recover from the owner operator of an uninsured **motor vehicle** but for the availability of a defense based on statutory or common law immunity because of **property damage** sustained by an insured person or an additional insured person.

The **property damage** must be caused by accident and arise out of the ownership, maintenance, or use of any uninsured **motor vehicle**. However, **property damage** does not include damage caused by an underinsured **motor vehicle**. **We** will not pay any punitive or exemplary damages. This coverage does not apply to the first \$250 of the total amount of all **property damage** as the result of any accident.

### **Insured Persons**

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

### An Insured Motor Home Is A Motor Vehicle

1. **you** own. This includes any **motor home you** purchase:
  - a) as described on the Policy Declarations and as a replacement for the owned **motor vehicle**.
  - b) as an additional **motor vehicle**. **You** should tell **us** within 30 days after **you** acquire the additional **motor vehicle** and pay the additional premium, if any.

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

### An Uninsured Motor Vehicle Is:

1. a **motor vehicle** which has no bodily injury liability bond or insurance policy in effect at the time of the accident.
2. a **motor vehicle** covered by a bodily injury liability bond 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.

### An Uninsured Motor Vehicle Is Not:

1. a **motor vehicle** that is lawfully self-insured.

### Exclusions—What Is Not Covered

1. **We** will not pay any punitive or exemplary damages.
2. **We** will not pay any damages an insured person or additional insured person is legally entitled to recover because of **property damage**:
  - a) to any insured person or additional insured person who makes a settlement without **our** written consent.
  - b) to any **motor home you** own which is not insured for Uninsured Motorists Coverage—Property Damage under this policy.
  - c) if the payment would directly or indirectly benefit any insurer of property.
  - d) to the extent that an insured person has been compensated by other property or physical damage coverage.

### Limits Of Liability

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

Regardless of the number of insured **motor homes** under this coverage, the specific amount shown on the Policy Declarations for:

1. "each accident" is the maximum **we** will pay for **property damage** resulting from any one **motor vehicle** accident. Subject to this limit, our limit of liability for property damage will be the lesser of:
  - a) the actual cash value of the insured **motor home**, or
  - b) the amount necessary to replace or repair the insured **motor home**.

An additional insured person shall be insured only to the extent that the limits of property damage for Coverage SS under this policy exceed the limits of property damage for similar coverage under any other policy.

## Section 3—Common Provisions

### Definitions

1. "**We**," "**Us**," or "**Our**"—means the company shown on the Policy Declarations.
2. "**Bodily Injury**"—means physical harm to the body, sickness, disease, or death, but does not include:
  - a) any venereal disease;
  - b) herpes;
  - c) Acquired Immune Deficiency Syndrome (AIDS);
  - d) AIDS Related Complex (ARC);
  - e) Human Immunodeficiency Virus (HIV);
 or any resulting symptom, effect, condition, disease or illness related to a. through e. listed above.
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 operation off public roads, while not on public roads,
  - b) a vehicle operated on rails or crawler-treads, or

- c) a vehicle when used primarily as a residence or premises.
5. **"Property Damage"**—means damage to or destruction of the insured **motor home** described in the Policy Declarations by physical contact with an uninsured **motor vehicle**. **Property damage** does not include loss of use of the insured **motor home**, damage to personal property contained in or on the insured **motor home**, or damage caused by an underinsured **motor vehicle**.
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 on the Policy Declarations and that policyholder's resident spouse.

### If There Is Other Insurance

If the insured person sustaining **bodily injury** was occupying a vehicle **you** do not own which is insured for this coverage under another policy, this coverage will be excess.

This means that when the insured person is legally entitled to recover damages in excess of the other policy limit, **we** will only pay the amount by which the limit of liability of this policy exceeds the limit of liability of that policy.

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

With respect to **property damage**, 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 non-owned **motor home** for **property damage**, **we** will pay only after all other collectible insurance has been exhausted.

### Proof Of Claim; Medical Reports

As soon as possible, any person making a 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 a claim to submit to an examination under oath and sign the transcript, as often as **we** reasonably require.

The injured 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.

At **our** request, the insured person must allow **us** to inspect any damaged property.

### Assistance And Cooperation

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

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

Any insured persons 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:

- 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.
- all rights of recovery against any responsible party or insurer must be maintained and preserved for **our** benefit.
- insured persons or additional insured persons, if **we** ask, must take proper action in their own name to recover damages from any responsible party or insurer. **We** will select the attorney, and pay all related costs and fees.

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

### Our Payment Of Loss

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

### Actions Against Us

No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 3—Uninsured Motorists Insurance**, unless there is full compliance with all policy terms and, except as provided below, such action is commenced within two years after the date of the accident.

If an insured person commences a timely action against the owner or operator of an uninsured auto to recover damages for loss arising out of the accident and gives **us** written notice of such action within 30 days after such action is commenced, an action against us related to the existence or amount of coverage, or the amount of loss for which coverage is sought, may be brought more than two years after the date of the accident, but in no event later than the earliest of the following to occur:

- a) one year after entry of a final judgment or other court order terminating such lawsuit against the owner or operator of an uninsured auto; or
- b) one year after **we** deny coverage.

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

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

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### Coverage Agreements

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. Coverage includes: Glass Breakage. Missiles. Falling Objects. Fire. Theft or Larceny. Explosion. Earthquake. Windstorm. Hail, Water, or Flood. Malicious Mischief or Vandalism. Riot. Civil Commotion. Collision with a bird or animal.

**We** will pay up to \$2,500 for loss to a **sound system** permanently installed by the manufacturer in **your** insured **motor home** by bolts, brackets, or other means, its antennas, or other apparatus in or on **your** insured **motor home** used specifically with that system.

By agreement between **you** and **us**, the deductible amount 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 performed 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 towing and labor caused by a single loss is stated on 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 an automobile or **motor home** 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 or fuel 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 driveable, coverage starts the day 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 the 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;
3. tapes or similar items used with **sound systems**; and
4. 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**.

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

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

### Additional Payments We Will Make

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

This coverage applies only when:

- a) the loss is caused by collision and **you** have purchased collision coverage.
- b) the entire **motor home** is stolen, and **you** have purchased comprehensive coverage.

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 coverage.

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.
3. If **you** have comprehensive coverage under this policy, **we** will repay up to \$20 a day but not more than \$600 for each loss for the cost of transportation when the entire **motor home** is stolen. This coverage begins 48 hours after **you** report the theft to **us**, but ends when the loss is paid or **your motor home** is returned to use.
4. If **you** have purchased collision or comprehensive coverage 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 and the **motor home** **you** replace it with if **you** notify **us** within 30 days of the replacement and pay the additional premium. Coverage will not continue after 30 days if **we** are not notified of the replacement **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, notify **us** within 30 days of acquiring the **motor home** and 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** of **your** household, 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 the regular use of **you** or any **resident** of **your** household.

5. A trailer while attached to an insured **motor home**. This trailer must be designed for use specifically with a **motor home**. Home, office, store, display, or passenger trailers will not be covered. **Travel trailers** are not covered unless described on the Policy Declarations.

### Definitions

1. **"We," "Us," or "Our"**—means the company as indicated on the Policy Declarations.
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 operation off public roads, while not on public roads,
  - b) a vehicle operated on rails or crawler-treads, or
  - c) a vehicle when used primarily as a residence or premises.
4. **"Resident"**—means a person who physically resides in **your** household with the intention of continuing residence there. **Your** unmarried dependent children while temporarily away from home will be considered residents if they intend to resume residing in **your** household.
5. **"Sound System"**—means any device within the insured **motor home** designed for:
  - a) voice or video transmission, or for voice, video or radar signal reception; or
  - b) recording or playing back recorded material; or
  - c) supplying power to cellular or similar telephone equipment.
6. **"Travel Trailer"**—means a trailer of the house, cabin or camping type equipped or used as a living quarters.
7. **"You" or "Your"**—means the policyholder named on the Policy Declarations and that policyholder's **resident** spouse.

any other person using **your** insured **motor home** with **your** permission.

2. any **motor home** used for the transportation of people or property for a fee. This exclusion does not apply to shared-expense car pools.
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** or other vehicles.
5. loss due to radioactive contamination.
6. damage resulting from wear and tear, freezing, or mechanical or electrical breakdown unless the damage is the burning of wiring used to connect electrical components, or the result of other loss covered by this policy.
7. tires unless stolen or damaged by fire, malicious mischief or vandalism. Coverage is provided if the damage to tires occurs at the same time and from the same cause as other loss covered by this policy.
8. any loss, other than collision, to any **sound system** within **your motor home**, including any apparatus in or on the **motor home** designed for use with that system.
 

If **you** have purchased Motor Home Comprehensive Coverage, this exclusion will not apply to losses to any **sound system** up to the limit stated in Motor Home Comprehensive Coverage for **sound systems**. Losses to specially installed **sound systems** will be covered if **you** have purchased Contents Coverage and the loss is caused by a covered peril.
9. loss to any tapes or similar items unless **you** have purchased Contents Coverage 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.

### Exclusions—What Is Not Covered

These coverages do not apply to:

1. loss which may reasonably be expected to result from the intentional or criminal acts of **you**, any **resident**, or

11. 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.
12. 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.
13. any loss while **your motor home or travel trailer** is used as a permanent or primary residence.
14. loss to property owned by anyone other than **you** or a **resident** relative.
15. loss to articles carried or held as samples for sale, storage or repair, or for delivery.
16. loss to merchandise kept for exhibition or sale, or theatrical wardrobes.
17. loss to business, store, or office furniture or appliances.
18. 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.
19. 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 identify 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 at **our** option. **We** may, at any time before the loss is paid or the property is replaced, return at **our** own expense any stolen property, either to **you** or at **our** option to the address shown on the Policy Declarations, with payment for any resulting damage. **We** may take all or part of the property at the agreed or appraised value. **We** may settle any claim or loss either with **you** or the owner of the property.

### Limits Of Liability

Our limit of liability is the least of:

1. the actual cash value of the property or damaged part of the property at the time of loss, which may include a deduction for depreciation; or
2. the cost to repair or replace the property or part to its physical condition at the time of loss using parts produced by or for the vehicle's manufacturer, or parts from other sources, including, but not limited to, non-original equipment manufacturers, subject to applicable state laws and regulations; or
3. \$500, if the loss is to a covered trailer not described on the Policy Declarations.

Any applicable deductible amount is then subtracted.

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

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

When more than one coverage is applicable to the loss, **you** may recover under the broadest coverage but not both.

### If There Is Other Insurance

If there is other insurance covering the loss at the time of the accident, **we** will pay only **our** share of any damages. **Our** share is determined by adding the limits of this insurance to the limits of all 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**, 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.

If more than one policy applies on an excess basis, **we** will bear **our** proportionate share with other collectible excess insurance.

In all these cases, other collectible insurance includes any form of self insurance.

### Action Against Us

No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 4—Protection Against Loss To The Motor Home**, unless there is full compliance with all policy terms and such action is commenced within one year after the date of loss.

### Subrogation Rights

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

### Loss Payable Clause

If a lienholder is shown on the Policy Declarations, **we** may pay loss under this policy to **you** and to the lienholder as its interest may appear. The lienholder's interest will not be voided by:

1. any act or neglect of the owner of the **motor home**; or

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

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

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

**We** may cancel this policy according to its terms. Cancellation will also be effective with respect to the lienholder's interest. **We** may also cancel this clause of the policy. In either event, **we** will provide 10 days notice to the lienholder. **Our** mailing of notice will be proof of notice.

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

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

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

1. As soon as possible, any person making claim must give **us** written proof of loss, 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.