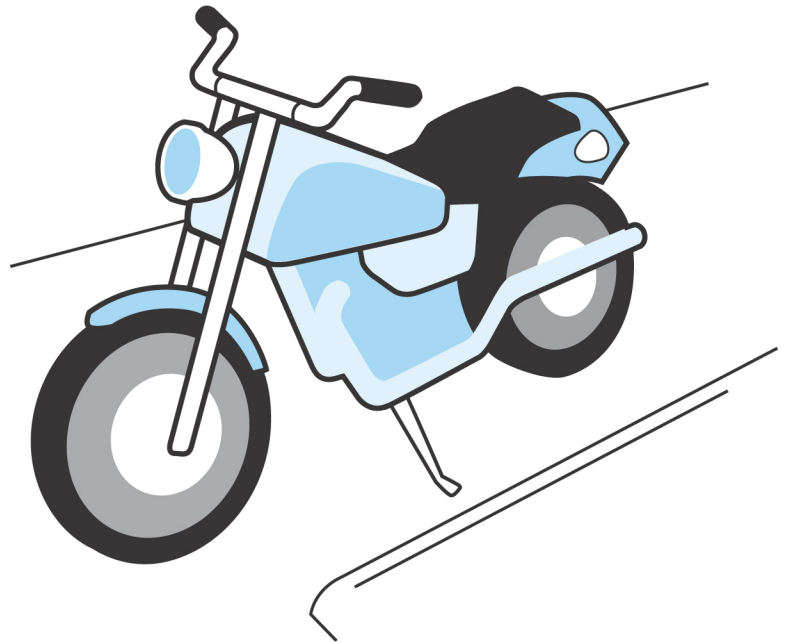


# Motorcycle Policy

AU10772

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## GENERAL PROVISIONS

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

### Insuring Agreement

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

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

### When And Where The Policy Applies

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

### Conformity To State Statutes

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

### Insurance Coverage In Mexico

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

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

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

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

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

### Premium Changes

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

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

1. **cycles** insured by the policy, including changes in use;
2. drivers residing in **your** household, their ages or marital status;
3. coverages or coverage limits;
4. rating territory; and
5. discount or surcharge applicability.

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

### Coverage Changes

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

### Duty To Report Policy Changes

**Your** policy was issued in reliance on the information **you** provided, including information concerning **cycles** and persons insured by the policy. To properly insure **your cycle**, **you** must promptly notify **us** when **you** change **your** address or whenever any **resident** operators insured by **your** policy are added or deleted. Coverage will not be provided for **resident** operators under Part 4, Protection Against Loss To The Motorcycle, unless the **resident** operator is listed on the Policy Declarations.

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

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

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

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

## Notice

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

## What To Do If There Is A Loss

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

## Assistance And Cooperation

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

If an insured person voluntarily takes any action or makes any payments other than for covered expenses for bonds or first aid to others, **we** are not obligated to provide reimbursement for such payments. Under Uninsured Motorist Insurance, **we** may require an insured person to take proper action to preserve all rights to recover damages from anyone responsible for the **bodily injury** or **property damage**.

## Subrogation Rights

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

The following additional paragraph applies to Part 3—Uninsured Motorists Insurance:

If the loss arises from the use of an underinsured **motor vehicle**, **our** right of subrogation applies only if **we** pay the insured person an amount equal to any tentative settlement between the insured person and the responsible party or insurer within 30 days of written notice to **us** of the tentative settlement.

## Combining Limits Of Two Or More Cycles Prohibited

The coverage limits applicable to any one **cycle** shown on the Policy Declarations will not be combined with or added to the coverage limits applicable to any other **cycle** shown on the Policy Declarations or covered by the policy, except as provided for in Part 3, under Uninsured Motorists Insurance and Underinsured Motorists Insurance. This is true even though a separate premium is charged for each of those **cycles**, regardless of the number of:

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

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

## Transfer

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

## Payment

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

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

## Conditional Reinstatement

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

### Fraud Or Misrepresentation

This policy shall be deemed void from its inception if it was obtained, endorsed or renewed through material misrepresentation, fraud or concealment of material facts.

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

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

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

### Cancellation

Your Right to Cancel

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

Our Right to Cancel:

**We** may cancel this policy by mailing notice to **you** at the address shown on the Policy Declarations. When this policy has been in effect for less than 60 days, and is not a renewal with **us**, **we** may cancel this policy for any reason.

**We** will give **you** at least 30 days notice before the cancellation or non-renewal takes effect. Coverage under this policy will terminate on the effective date and hour stated on the cancellation notice. **Your** return premium, if any, will be calculated using the rules, rates and forms in effect, and on file if required, for our use in your state and refunded at the time of cancellation or as soon as possible. However, refund of unearned premium is not a condition of cancellation.

When this policy has been in effect for 60 days or more, or if it is a renewal with **us**, **we** may cancel this policy for one or more of the following reasons:

1. non-payment of premium;
2. the policy was obtained by material misrepresentation, fraud or concealment of material facts;
3. material misrepresentation, fraud or concealment of material facts in presenting a claim, or substantial violation of any of the policy terms;
4. there has been a substantial change or increase in hazard in the risk we originally accepted;
5. there is a substantial increase in hazards insured against by reason of willful or negligent acts or omissions by the insured; or
6. any other reason approved by the Commissioner of Insurance according to rules and regulations set by the Commissioner.

### Non-Renewal

**We** have the right to nonrenew this policy only at each anniversary of the original effective date. If **we** don't intend to renew the policy, **we** will mail **you** notice at least 30 days before the next anniversary date.

### Action Against Us

No suit or action may be brought against **us** unless there has been full compliance with all policy terms and conditions.

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

### Bankruptcy Or Insolvency

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

### What Law Will Apply

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

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

### Where Lawsuits May Be Brought

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

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

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

## Definitions Used Throughout The Policy

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

1. **Additional Cycle** means a **cycle** of which **you** become the owner during the policy period and:
  - a) **we** insure all other **cycles you** own;
  - b) the newly acquired **cycle** is not covered under any other insurance policy;
  - c) **you** tell **us** within 30 days of acquiring the **cycle**; and
  - d) **you** pay any additional premium.

If **we** provide coverage for an **additional cycle** under any Part of this policy, the **additional cycle** will have the broadest coverage provided to any **cycle** which is described 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. **Insured Cycle** means any **cycle you** own which is described on the Policy Declarations. This also includes:
  - a) a **replacement cycle**;
  - b) an **additional cycle**;
  - c) a **substitute cycle**;
  - d) a **non-owned cycle**; or
  - e) a trailer while attached to an **insured cycle**. The trailer must be designed specifically for use with that **insured cycle**.

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

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

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

5. **Non-owned cycle** means a **cycle** used by **you** or a **resident** relative with the owner's permission but which is not:
  - a) owned by **you** or a **resident** relative; or
  - b) available or furnished for the regular use of **you** or a **resident** relative.

6. **Passenger** means any person, other than the driver of an **insured cycle**, while such person is occupying an **insured cycle** or in a side car attached to an **insured cycle**.
7. **Replacement Cycle** means a newly acquired **cycle you** own which is a permanent replacement for a **cycle** described on the Policy Declarations. **You** must notify **us** within 30 days of acquisition and pay any additional premium.

If **we** provide coverage for a **replacement cycle** under any Part of this policy, the **replacement cycle** will have the same coverage as the **cycle** it replaced.

8. **Resident** means a person who physically resides in **your** household with the intention of continuing residence there. **We** must be notified of all residents of **your** household. **Your** unmarried dependent children while temporarily away from home will be considered residents if they intend to resume residing in **your** household.
9. **Substitute cycle** means a **non-owned cycle** being temporarily used by **you** or a **resident** relative with the permission of the owner while **your insured cycle** is being serviced or repaired, or if **your insured cycle** is stolen or destroyed. A **substitute cycle** will include an automobile rented under the terms of Rental Reimbursement Coverage of Part 4 of the policy.
10. **You** or **Your** means the policyholder named on the Policy Declarations and that policyholder's **resident** spouse.
11. **We, Us, or Our** means the company shown on the Policy Declarations.

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

### General Statement Of Coverage

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

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

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

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

**We** will not pay damages under Bodily Injury Liability Coverage for **bodily injury** to a **passenger** on an **insured cycle**. However, if the Policy Declarations shows that Passenger Liability Coverage is included within the

Bodily Injury Liability Coverage, and **you** have paid a premium for such coverage, **we** will pay damages an **insured person** is legally obligated to pay for **bodily injury** to a **passenger** on an **insured cycle**.

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

### Our Right To Appeal

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

### Additional Payments We Will Make

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

1. up to \$200 a day for loss of wages or salary if **we** ask that person to attend hearings or trials to defend against a **bodily injury** suit. **We** won't 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 a judgment entered against an **insured person**, but only on that part of a judgment entered against an **insured person** which does not exceed **our** limits of liability, until such time as **we** have paid, formally offered, or conditionally or unconditionally deposited in court, the amount for which **we** are liable under this policy. This means that under no circumstances will **we** pay interest on that part of a judgment entered against an **insured person** which exceeds **our** stated limits of liability.
4. premiums on appeal bonds and on bonds to release attachments, but not in excess of **our** limit of liability. **We** have no obligation, however, to apply for or furnish these bonds.

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

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

### Additional Definitions For Part 1

1. **Insured Person(s)** means:
  - a) While using an **insured cycle**, other than a **non-owned cycle**:
    - (1) **you**,
    - (2) any **resident** relative, and
    - (3) any other person using it with **your** permission.
  - b) While using a **non-owned cycle**:
    - (1) **you**, and
    - (2) any **resident** relative.

2. **Noneconomic loss** means pain and suffering and other nonmonetary detriment.

### Exclusions—What Is Not Covered

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

1. **bodily injury** or property damage arising out of the use of an **insured cycle** while used to carry persons or property for a charge, or the use of any **cycle** an **insured person** is driving while available for hire by the public. This exclusion does not apply to ride-share arrangements. This exclusion also does not apply to the use of an **insured cycle** for charitable events.
2. **bodily injury** or property damage arising out of business operations such as repairing, servicing, testing, washing, parking, storing, or selling of motor vehicles. However, coverage does apply to **you**, **resident** relatives, partners, or employees of the partnership of **you** or a **resident** relative when using **your insured cycle**.
3. **bodily injury** or property damage arising out of the use of a **non-owned cycle** or **cycle** trailer **you** do not own in any business or occupation of an **insured person**. However, this exclusion does not apply while **you**, **your** chauffeur, or domestic servant are using a **cycle** or trailer.
4. **bodily injury** to any person who is a **passenger** on an **insured cycle**. This exclusion does not apply if **you** have purchased Passenger Liability Coverage, paid a specific premium for such coverage and such coverage is shown on the Policy Declarations as part of Bodily Injury Liability coverage.
5. **bodily injury** to an employee of any **insured person** arising in the course of employment. This exclusion does not apply to **your** domestic employee who is not required to be covered by a workers' compensation law, disability 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 any person related to an **insured person** by blood, marriage or adoption and residing in that person's household.
8. damage to or destruction of property an **insured person** owns, transports, is in charge of, or rents. A **cycle** operated by an **insured person** is considered to be property in charge of an **insured person**. However, this exclusion does not apply to:
  - a) a rented residence or a rented garage damaged by an **insured cycle**; or
  - b) property damage to another **insured cycle**.
9. **bodily injury** or property damage intended by, or reasonably 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 control or govern his or her conduct;
  - b) such **insured person** is temporarily insane or temporarily lacks the mental capacity to control or govern his or her conduct or is

temporarily unable to form any intent to cause **bodily injury** or property damage;

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

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

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

in practice or preparation for any contest of this type.
- 13. any liability assumed by an **insured person** under any contract or agreement.
- 14. **bodily injury** or property damage resulting from the ownership, maintenance or use, loading or unloading of the **insured cycle** by any person as an employee of the United States government, while acting within the scope of such employment. This exclusion applies only if the provisions of the Federal Tort Claims Act, as amended, require the Attorney General of the United States to defend that person in any civil action or proceeding which may be brought for the **bodily injury** or property damage.
- 15. **bodily injury** or property damage arising out of the use of an **insured cycle** while leased or rented to others. However this exclusion does not apply to the operation of an **insured cycle** by **you** or a **resident** relative.

### Financial Responsibility

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

### Limits Of Liability

The limits shown on the Policy Declarations are the maximum **we** will pay for any single motor vehicle accident. The limit stated for "each person" for **bodily injury** applies to damages arising out of **bodily injury** sustained by one person in any one occurrence, including damages sustained by anyone

else as a result of that **bodily injury**. Subject to the limit for "each person", the occurrence limit is **our** total limit of liability for legal damages for **bodily injury** sustained by two or more persons in any one occurrence. For property damage, the limit applies to legal damages arising from each occurrence.

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

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

### Non-Duplication of Benefits

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

### If There Is Other Insurance

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

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

### Additional Interested Parties

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

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

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

## Part 2—Motorcycle Medical Payments

### General Statement Of Coverage

**We** will pay to or on behalf of an **insured person** all reasonable expenses incurred for necessary medical 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.

Nonmedical remedial care and treatment rendered in accordance with a recognized religious method of healing is covered.

All medical treatment and medical and rehabilitative services must be provided by or prescribed by a person or facility approved by the Department of Health, the equivalent government agency responsible for health programs or the accrediting designee of a department or agency of the state in which those services are provided.

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

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 first party benefits in any other **motor vehicle** policy.

### Additional Definitions For Part 2

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

### Exclusions—What Is Not Covered

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

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

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

2. to **you** or a **resident** relative while in, on, getting into or out of, or getting on or off of, a **cycle** owned by **you** or a **resident** relative which is not insured for this coverage under this policy.

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

Coverage is provided for **you**, **your** private chauffeur or domestic servant while using an **insured cycle** or trailer in any other business or occupation.

6. caused by war or warlike acts, including, but not limited to, insurrection, rebellion, or revolution.
7. arising out of the participation in any prearranged, organized or spontaneous:
  - a) racing contest;
  - b) speed contest;
  - c) demolition contest;
  - d) stunt contest;
  - e) off road contest;
  - f) **cycle** performance, maneuvering, or endurance contest; or

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

**We** will reimburse the U.S. government, as required in Chapter 55 of Title 10 of the U.S. Code, for expenses covered under this part of the policy when it incurs such expense on behalf of an **insured person** through a facility of the uniformed services.
9. also covered under nuclear energy liability insurance, applies even if the limits of that insurance are exhausted.
10. as a consequence of the following whether controlled or uncontrolled or however caused:
  - a) nuclear reaction;
  - b) radiation; or

- c) radioactive contamination.

### Limits Of Liability

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

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

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

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

If none of the **cycles** shown on the Policy Declarations is involved in the accident, the highest limit of liability shown on the Policy Declarations for any one **cycle** will apply. If an **insured person** dies as the result of a covered **motor vehicle** or trailer accident **we** will pay the least of the following as a funeral service expenses benefit:

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

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

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

1. amounts payable under any workers' compensation law or any similar law.
2. amounts received from others, whether insured under this or any other insurance policy, including their insurers, who may be legally responsible for the injuries. This reduction applies only to amounts that are a duplication of payment for the same loss.

3. amounts of other similar, collectible medical insurance benefits available to an **insured person**.
4. amounts payable under the underinsured motorists insurance of this policy, or any other similar underinsured motorists insurance.

### Non-Duplication Of Benefits

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

### Unreasonable Or Unnecessary Medical Expenses

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

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

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

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

No suit or action may be brought against **us** unless there has been full compliance with all policy terms and conditions.

### If There Is Other Insurance

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

### Right of Reimbursement

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

organizations that may be responsible for payment of medical expenses to or on behalf of the **insured person**.

## Part 3—Uninsured Motorists Insurance Underinsured Motorists Insurance

### Section 1—Uninsured Motorists Insurance General Statement Of Coverage

If a limit of liability is shown on **your** Policy Declarations for Uninsured Motorists Insurance, **we** will pay damages to an insured person for **bodily injury** which an insured person is legally entitled to recover from the owner or operator of an uninsured **motor vehicle**. **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. No judgment for damages arising out of a suit brought against the owner or operator of an uninsured **motor vehicle** is binding on **us**.

#### 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** for which the insurer denies coverage, becomes insolvent, or is involved in insolvency proceedings.
3. A hit-and-run **motor vehicle** which cause **bodily injury** to an insured person as the result of a **motor vehicle** accident. The identity of either the operator or owner must be unknown. The accident must be reported to the police or proper governmental authority as soon as practicable. **We** must be notified within 30 days.

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

#### An Uninsured Motor Vehicle Is Not:

1. An underinsured **motor vehicle**.
2. A **motor vehicle** insured for **bodily injury** liability under Part 1 of this policy.
3. A **motor vehicle** owned by any federal, state or local government or agency.
4. A **motor vehicle** owned by, furnished or available for the regular use of **you** or any **resident** relative.
5. A **motor vehicle** that is lawfully self-insured.

#### Additional Definitions For Part 3, Section 1

1. **Insured Person(s)** means:
  - a) **you** or any **resident** relative.
  - b) any person while in, on, or getting into or out of, or getting on or off, an **insured cycle**, with **your** permission.

- c) any other person who is legally entitled to recover because of **bodily injury** to **you**, a **resident** relative, or an occupant of **your insured cycle** with **your** permission.
2. **Motor Vehicle** means a land motor vehicle or trailer other than:
    - a) a vehicle or other equipment designed for use off public roads, while not on public roads,
    - b) a vehicle operated on rails or crawler-treads, or
    - c) a vehicle when used as a residence or premises.
  3. **Noneconomic Loss** means pain and suffering and other nonmonetary detriment.

#### Exclusions—What Is Not Covered

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

1. **bodily injury** to any person who makes a settlement without **our** written consent, if such agreement adversely affects **our** rights.
2. **bodily injury**, if the payment would directly or indirectly benefit any workers compensation or disability benefits insurer, including a self-insurer.
3. **bodily injury** while in, on, getting into or out of, or when struck by an uninsured **motor vehicle** owned by **you** or a **resident** relative.
4. **bodily injury** arising out of the use of an **insured cycle** while used to carry persons or property for a charge, or the use of any **motor vehicle** an **insured person** is driving while available for hire by the public. This exclusion does not apply to share-ride arrangements. This exclusion does not apply to **bodily injury** caused by the use of an **insured cycle** for charitable events.
5. **bodily injury** arising out of the participation in any prearranged, organized or spontaneous:
  - a) racing contest;
  - b) speed contest;
  - c) demolition contest;
  - d) stunt contest;
  - e) off road contest;
  - f) **cycle** performance, maneuvering, or endurance contest; or
 in practice or preparation for any contest of this type.
6. **bodily injury** to the extent that payment would benefit any governmental body or agency.

#### Limits Of Liability

1. **When The Limits Of Two Or More Insured Cycles May Be Stacked:** If the Policy Declarations indicates **you** elected to stack limits for two or more **insured cycles** together under Uninsured Motorists Insurance, the following Limits Of Liability apply.

The Uninsured Motorists Insurance limit shown on the Policy Declarations for:

- a) "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**.

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

- b) "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.

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

## 2. **When The Limits Of Two Or More Insured Cycles May Not Be Stacked:**

If the Policy Declarations indicates **you** did not elect to stack limits for two or more **insured cycles** together under Uninsured Motorists Insurance, the following Limits Of Liability apply.

The Uninsured Motorists Insurance limit shown on the Policy Declarations for:

- a) "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**.
- b) "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.

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

- a) claims made;
- b) vehicles or persons shown on the Policy Declarations; or
- c) vehicles involved in the accident.

- 3. 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 is the limit of liability shown on the Policy Declarations applicable to the vehicle the insured person 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) vehicles or persons shown on the Policy Declarations; or
- c) vehicles involved in the **motor vehicle** accident; whether the Policy Declarations indicates stacking or no-stacking of limits.

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

- 4. Subject to the above limits of liability, damages but not limits 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 policy.
- b) All amounts paid or payable under any Personal Injury Protection, any First Party Benefits Coverage, any motor vehicle medical payments coverage and any other sources of benefits specified under Section 1722 of Title 75 of the Pennsylvania Consolidated Statutes.

## **Non-Duplication Of Benefits**

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

## **If There Is Other Insurance**

### 1. **When The Limits Of Two Or More Insured Cycles May Be Stacked:**

If the insured person was in, on, getting into or out of 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 pay up to **your** policy limit, but only after all other collectible insurance has been exhausted.

If more than one policy applies to a **motor vehicle** accident on a primary basis, **we** will bear **our** proportionate share, as it applies to the total limits available, up to the full limits of liability for this coverage under this policy.

### 2. **When The Limits Of Two Or More Insured Cycles May Not Be Stacked:**

If the insured person was in, on, getting into or out of 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 pay up to **your** policy limit, but only after the other insurance has been exhausted.

If more than one policy applies to the **motor vehicle** 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, as it applies to the total limits available, up to the full limits of liability for this coverage under this policy. This applies no matter how many vehicles or insurance policies may be involved whether written by **us** or not.

## **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.

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 records.

### Trust Agreement

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

1. **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. **We** are entitled to repayment of amounts paid by **us** and related collection expenses out of the proceeds of any settlement or judgment that person recovers from any responsible party or insurer.
2. All rights of recovery against any responsible party or insurer must be maintained and preserved for **our** benefit.
3. If **we** ask, injured persons must take appropriate action in their names 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 injured person to sue the insured of any insolvent insurer or any insurer involved in insolvency proceedings.

### Payment Of Loss By Us

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

### If We Cannot Agree

If the insured person and **we** do not agree:

1. on that person's right to receive damages, or
2. on the amount of those damages, then upon the written request of either party the disagreement will be settled by arbitration as provided under the Pennsylvania Uniform Arbitration Acts of 1927. The arbitrators will not have the power to decide any dispute regarding the nature or amount of coverage provided by the policy or claims for damages outside the terms of the policy including bad faith, fraud, misrepresentation, punitive or exemplary damages, attorney fees or interests.

Unless **you** and **we** agree otherwise, arbitration will take place in the county in which **your** address shown on the declarations is located. The arbitrators will be selected as follows: **You** select one arbitrator and **we** select another. The two arbitrators will select a third. If they can't agree on a third arbitrator within 30 days, the Judge of the Court of Record in the county in which **your** address shown on the declarations is located will appoint the third arbitrator.

**You** will pay the arbitrator **you** select. **We** will pay the one **we** select. The expense of the third arbitrator and all other expenses of arbitration will be shared equally. A decision agreed to by two of the three arbitrators will be binding and may be entered as a judgment in a proper court.

**We** do not agree to arbitrate any claims for bad faith, fraud, misrepresentation, punitive or exemplary damages, attorney fees or interest.

## Section 2—Underinsured Motorists Insurance

### General Statement Of Coverage

If a limit of liability is shown on **your** Policy Declarations for Underinsured Motorists Insurance, **we** will pay damages to an insured person for **bodily injury** which an insured person is legally entitled to recover from the owner or operator of an underinsured **motor vehicle**. **Bodily injury** must be caused by accident and arise out of the ownership, maintenance or use of an underinsured **motor vehicle**. **We** will not pay any punitive or exemplary damages.

No judgment for damages arising out of a suit brought against the owner or operator of an underinsured **motor vehicle** is binding on **us** unless:

1. **We** received reasonable notice of the pendency of the suit resulting in the judgment; and
2. **We** had reasonable opportunity to protect **our** interests in the suit.

### An Underinsured Motor Vehicle Is:

A **motor vehicle** which has **bodily injury** liability protection in effect at the time of the accident, but its limit for **bodily injury** liability is less than the damages the insured person is legally entitled to recover.

### An Underinsured Motor Vehicle Is Not:

1. An uninsured **motor vehicle**.
2. A **motor vehicle** insured for **bodily injury** liability under Part 1 of this policy.
3. A **motor vehicle** owned by any federal, state or local government or agency.
4. A **motor vehicle** owned by, furnished or available for the regular use of **you** or any **resident** relative.

### Additional Definitions For Part 3, Section 2

1. **Insured Person(s)** means:
  - a) **you** or any **resident** relative.
  - b) any person while in, on, or getting into or out of, or getting on or off, an **insured cycle**, with **your** permission.
  - c) any other person who is legally entitled to recover because of **bodily injury** to **you**, a **resident** relative, or an occupant of **your insured cycle** with **your** permission.
2. **Motor Vehicle** means a land motor vehicle or trailer other than:
  - a) a vehicle or other equipment designed for use off public roads, while not on public roads,
  - b) a vehicle operated on rails or crawler-treads, or
  - c) a vehicle when used as a residence or premises.
3. **Noneconomic Loss** means pain and suffering and other nonmonetary detriment.

### Exclusions—What Is Not Covered

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

1. **bodily injury** to any person who makes a settlement without **our** written consent, if such agreement adversely affects **our** rights.
2. **bodily injury**, if the payment would directly or indirectly benefit any workers compensation or disability benefits insurer, including a self-insurer.
3. **bodily injury** while in, on, getting into or out of, or when struck by an uninsured **motor vehicle** owned by **you** or a **resident** relative.
4. **bodily injury** arising out of the use of an **insured cycle** while used to carry persons or property for a charge, or the use of any **motor vehicle** an **insured person** is driving while available for hire by the public. This exclusion does not apply to share-ride arrangements. This exclusion does not apply to **bodily injury** caused by the use of an **insured cycle** for charitable events.
5. **bodily injury** arising out of the participation in any prearranged, organized or spontaneous:
  - a) racing contest;
  - b) speed contest;
  - c) demolition contest;
  - d) stunt contest;
  - e) off road contest;
  - f) **cycle** performance, maneuvering, or endurance contest; or in practice or preparation for any contest of this type.
6. **bodily injury** to the extent that payment would benefit any governmental body or agency.

### Limits Of Liability

1. **When The Limits Of Two Or More Insured Cycles May Be Stacked:** If the Policy Declarations indicates **you** elected to stack limits for two or more **insured cycles** together under Underinsured Motorists Insurance, the following Limits of Liability apply.

The Underinsured Motorists Insurance limit shown on the Policy Declarations for:

- a) "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**.

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

- b) "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.

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

2. **When The Limits Of Two Or More Insured Cycles May Not Be Stacked:**

If the Policy Declarations indicates **you** did not elect to stack limits for two or more **insured cycles** together under Underinsured Motorists Insurance, the following Limits of Liability apply.

The Underinsured Motorists Insurance limit shown on the Policy Declarations for:

- a) "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**.
- b) "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.

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

- a) claims made;
- b) vehicles or persons shown on the Policy Declarations; or
- c) vehicles involved in the accident.

3. 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 is the limit of liability shown on the Policy Declarations applicable to the vehicle the insured person 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) vehicles or persons shown on the Policy Declarations; or
  - c) vehicles involved in the **motor vehicle** accident;

whether the Policy Declarations indicates stacking or non-stacking of limits. The Underinsured Motorists Insurance limits apply to each insured **motor vehicle** as shown on the Policy Declarations.

5. **We** are not obligated to make any payment for **bodily injury** under this coverage which arises out of the use of an underinsured **motor vehicle** until after the limits of liability for all motor vehicle liability protection in effect and applicable at the time of the accident have been exhausted by payment of judgments or settlements.
6. Subject to the above limits of liability, damages but not limits payable will be reduced by:
  - a) All amounts paid by the owner or operator of the underinsured **motor vehicle** or anyone else responsible. This includes all sums paid under the **bodily injury** or guest passenger liability coverage of this or any other policy.
  - b) All amounts paid or payable under any Personal Injury Protection, any First Party Benefits Coverage, any motor vehicle medical payments coverage and any other sources of benefits specified under Section 1722 of Title 75 of the Pennsylvania Consolidated Statutes.

### Non-Duplication Of Benefits

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

### If There Is Other Insurance

#### 1. When The Limits Of Two Or More Insured Cycles May Be Stacked:

If the insured person was in, on, getting into or out of 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 pay up to **your** policy limit, but only after all other collectible insurance has been exhausted.

If more than one policy applies to the accident on a primary basis, **we** will bear **our** proportionate share, as it applies to the total limits available, up to the full limits of liability for this coverage under this policy.

#### 2. When The Limits Of Two Or More Insured Cycles May Not Be Stacked:

If the insured person was in, on, getting into or out of 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 pay up to **your** policy limit, 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 underinsured motorists benefits. **We** will bear **our** proportionate share, as it applies to the total limits available, up to the full limits of liability for this coverage under this policy. This applies no matter how many vehicles or insurance policies may be involved whether written by **us** or not.

### 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.

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 records.

### Trust Agreement

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

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

2. All rights of recovery against any responsible party or insurer must be maintained and preserved for **our** benefit.
3. If **we** ask, injured persons must take appropriate action in their names 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 injured person to sue the insured of any insolvent insurer or any insurer involved in insolvency proceedings.

### Payment Of Loss By Us

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

### If We Cannot Agree

If the insured person and **we** do not agree:

1. on that person's right to receive damages, or
  2. on the amount of those damages,
- then upon the written request of either party the disagreement will be settled by arbitration as provided under the Pennsylvania Uniform Arbitration Acts of 1927. The arbitrators will not have the power to decide any dispute regarding the nature or amount of coverage provided by the policy or claims for damages outside the terms of the policy including bad faith, fraud, misrepresentation, punitive or exemplary damages, attorney fees or interests.

Unless **you** and **we** agree otherwise, arbitration will take place in the county in which **your** address shown on the declarations is located. The arbitrators will be selected as follows: **You** select one arbitrator and **we** select another. The two arbitrators will select a third. If they can't agree on a third arbitrator within 30 days, the Judge of the Court of Record in the county in which **your** address shown on the declarations is located will appoint the third arbitrator.

**You** will pay the arbitrator **you** select. **We** will pay the one **we** select. The expense of the third arbitrator and all other expenses of arbitration will be shared equally. A decision agreed to by two of the three arbitrators will be binding and may be entered as a judgment in a proper court.

**We** do not agree to arbitrate any claims for bad faith, fraud, misrepresentation, punitive or exemplary damages, attorney fees or interest.

## Part 4—Protection Against Loss To The Motorcycle

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

### Motorcycle Collision Insurance

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

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

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

1. The actual cash value of the helmet at the time of the loss;
2. The cost to repair the helmet;
3. The difference between the value of the helmet prior to the collision and immediately following the collision;
4. \$500 per helmet.

### Motorcycle Comprehensive Insurance

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

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

### Towing And Labor Costs Coverage

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

### Lease Or Loan Gap Coverage

If a premium is shown on the Policy Declarations for Lease or Loan Gap Coverage and the amount **you** owe at the time of loss under the terms of the lease or loan agreement on **your cycle** exceeds the actual cash value of the **cycle** at the time of the loss, then **we** will pay the difference between these amounts in the event of a total loss due to physical damage or theft of that **cycle**. **We** may pay **you** and the lessor or lienholder named on the Policy Declarations.

Lease Or Loan Gap Coverage applies only if **you** have both Motorcycle Collision Insurance and Motorcycle Comprehensive Insurance in effect under this policy at the time of the loss and the loss is covered under either coverage. This coverage applies only to the original lease or loan written on **your cycle** and applies only if **your cycle** was not previously titled. This coverage applies only if **your cycle** is described on the Policy Declarations and is three model years old or less as of the date of the loss.

### Rental Reimbursement Coverage

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

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

Coverage ends when whichever of the following occurs first:

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

### Optional Or Added Equipment Coverage

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

Optional or Added Equipment means any equipment, devices, accessories, enhancements, and changes, other than those that are installed by the original manufacturer as part of the original sale. Optional or Added Equipment includes, but is not limited to, dealer added items as part of the original sale, **sound systems**, crash bars, custom seats, sissy bars, windshields, fairings, saddle bags, tank bags, trunk and luggage racks, custom light bars, custom exhaust systems, and **cycle** safety riding apparel, other than helmets.

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

### Additional Payments We Will Make

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

This coverage applies only when:

- a) the loss is caused by collision and **you** have purchased collision insurance.
  - b) the entire **cycle** is stolen, and **you** have purchased comprehensive insurance.
  - c) physical damage is done to the **cycle** and to the clothing and luggage caused by earthquake, explosion, falling objects, fire, lightning, or flood and **you** have purchased comprehensive insurance.
2. **We** will repay **you** up to \$10 for the cost of transportation from the place of theft of an **insured cycle** or disablement of the **cycle** to **your** destination, if:
    - a) the entire **cycle** is stolen and **you** have comprehensive insurance under this policy.
    - b) the **cycle** is disabled by a collision or comprehensive loss, and **you** have the coverage under this policy applicable to the loss.
  3. If **you** have purchased collision or comprehensive insurance under this policy, **we** will pay general average and salvage charges imposed when **your insured cycle** is being transported.

### Additional Definitions For Part 4

1. For Part 4, **Insured Cycle** means any **cycle you** own which is described on the Policy Declarations. This also includes:
  - a) a **replacement cycle**;
  - b) an **additional cycle**;
  - c) a **substitute cycle**;
  - d) a trailer while attached to an **insured cycle**. The trailer must be designed specifically for use with that **insured cycle**.
2. **Insured Person(s)** means, while using an **insured cycle**:
  - a) **you**,
  - b) any **resident** relative, and
  - c) any other person using it with **your** permission.
3. **Sound System** means any device within the **insured cycle** designed for:
  - a) voice or video transmission, or for voice, video or radar signal reception; or
  - b) recording or playing back recorded material; or
  - c) supplying power to cellular or similar telephone equipment,
 and which is not standard equipment or is not permanently installed by the original manufacturer of **your cycle** as part of the original sale.

### Exclusions—What Is Not Covered

The coverages in Part 4 don't apply to:

1. property damage intended by, or reasonably 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 control or govern his or her conduct;
  - b) such **insured person** is temporarily insane or temporarily lacks the mental capacity to control or govern his or her conduct or is temporarily unable to form any intent to cause property damage;
  - c) such property damage is of a different kind or degree than intended or reasonably expected; or
  - d) such property damage is sustained by a different person than intended or reasonably expected.

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

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

unless the damage is the burning of wires used to connect electrical components, or the result of other loss covered by this policy,

6. loss to tires, unless stolen or damaged by fire, malicious mischief, or vandalism. Coverage is provided if the damage to tires occurs at the same time and from the same cause as other loss covered by this policy.
7. loss, other than collision, to any **insured cycle sound system**, including any apparatus in or on the **cycle** designed for use with that system.  
This exclusion will not apply if **you** have purchased additional coverage for **your sound system** under Optional or Added Equipment Coverage.
8. loss, other than collision, to any tapes, compact discs, or similar items used with any **insured cycle sound system**.
9. loss to any optional or added equipment not included as standard equipment by the manufacturer of **your cycle** as part of the original sale. This exclusion does not apply if **you** have purchased Optional or Added Equipment Coverage for this equipment under this policy.
10. loss or damage arising out of the participation in any prearranged, organized or spontaneous:
  - a) racing contest;
  - b) speed contest;
  - c) demolition contest;
  - d) stunt contest;
  - e) off road contest;
  - f) **cycle** performance, maneuvering, or endurance contest; or
 in practice or preparation for any contest of this type.
11. loss which results from the bankruptcy, insolvency, or fraudulent activity of any person who has possession of **your insured cycle** for the purpose of a consignment sale.
12. loss due to seizure, confiscation or taking away by any means, with or without **your** cooperation, of any **cycle** by any policy or governmental agency, body, or authority, for any reason whatsoever. This exclusion applies whether or not **you** are or were a bona fide purchaser in good faith of the **cycle**.
13. loss due to conversion or embezzlement by any person who has the **cycle** due to any rental, lease, lien or sales agreement.
14. any device that is designed for the detection of radar or laser.

### Right To Appraisal

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

### Payment Of Loss By Us

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

or appraised value. **We** may settle any claim or loss either with **you** or the owner of the property.

### Limits Of Liability

This clause applies to all Part 4 coverages except motorcycle helmet coverage and Lease or Loan Gap Coverage.

**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 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;
3. \$500, if the loss is to a covered trailer not described on the Policy Declarations; or
4. the limit shown on the Policy Declarations for Optional or Added Equipment.

Any applicable deductible amount is then subtracted.

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

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

A **cycle** and attached trailer are considered separate **cycles** for this Part 4 and **you** must pay the deductible, if any, on each.

When more than one coverage under this Part 4 of the policy is applicable to the loss, **you** may recover under the broadest coverage but not both.

### Limits Of Liability Under Lease Or Loan Gap Coverage

**Our** limit of liability with respect to Lease Or Loan Gap Coverage, when purchased and applicable to the loss, is the difference between the amount **you** owe at the time of loss under the terms of the lease or loan agreement to which the **cycle** is subject and the actual cash value of the **cycle** at the time of loss. Any amount payable under Lease Or Loan Gap Coverage will be reduced by:

1. overdue loan or lease payments and the financial penalties associated with those overdue payments;
2. the transfer or rollover of a previous outstanding lease or loan balance from another vehicle to the original lease or loan for the **cycle** described on the Policy Declarations;
3. the dollar amount of unrepaired damage which occurred prior to the total loss of **your cycle**; and

4. all refunds paid or payable to **you** as a result of the early termination of the lease or loan agreement or, to the extent financed, as a result of the early termination of any financed warranty or extended service agreement on **your cycle**.

### If There Is Other Insurance

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

When this insurance covers a **substitute cycle**, **we** will pay only after all other collectible insurance has been exhausted.

When this insurance covers a **replacement cycle** or **additional cycle**, this policy won't apply if **you** have other collectible insurance.

Lease Or Loan Gap Coverage is excess over any other collectible insurance.

### No Benefit To Bailee

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

### Loss Payable Clause

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

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

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

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

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

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

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