

Motor Home Policy

AIU332



The Company Named in the Policy Declarations

A Stock Company, Home Office: 2775 Sanders Road, Northbrook, Illinois 60062

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Allstate Indemnity Company

The Company Named in the Policy Declarations

A Stock Company - Home Office: Northbrook, Illinois 60062

General

This policy is a legal contract between **you** and **us**. A coverage of this policy applies only when a premium for it is shown on the declarations page. If more than one **motor home** is insured, premiums will be shown for each **motor home**. If **you** pay the premiums when due and comply with the policy terms, **Allstate**, relying on the information **you** have given **us**, makes the following agreements with **you**.

When And Where The Policy Applies

During the policy period, **your** policy applies to losses to the **motor home**, accidents and occurrences within the United States of America, its territories or possessions or Canada, or between their ports. The policy period is shown on the declarations page.

Insurance Coverage In Mexico

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

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

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

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

Changes

Premium Changes

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

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

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

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

Coverage Changes

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

Duty To Report Policy Changes

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

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

Combining Limits Of Two Or More Motor Homes Prohibited

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

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

Transfer

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

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

Fraud Or Misrepresentation

Your policy was issued in reliance on the information **you** provided on **your** motor home insurance application concerning **motor homes** and persons insured by the policy. If it is determined that **your** policy was obtained through material misrepresentation, fraud, or concealment of material facts or if any material misrepresentation was made on **your** motor home insurance application, **your** policy shall be deemed void from its inception. This means that **we** will not be liable for any claims or damages which would otherwise be covered.

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Termination

If **we** offer to renew **your** policy and **your** required premium payment isn't received when due, **you** will have rejected **our** renewal offer. This means that the insurance coverage described in the renewal offer and any endorsements to the renewal offer will not become effective.

Non-Renewal

If **we** don't intend to renew **your** policy beyond the current policy period, **we** will mail **you** notice at least 30 days before the end of the policy period.

Cancellation

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

During the policy period, **Allstate** may cancel part or all of this policy by mailing notice to **you** at **your** last known address. If **we** cancel because **you** didn't pay the premium, the date of cancellation will be at least 10 days after the date of mailing. If **we** cancel for any reason other than non-payment of premium, notice will be as follows:

1. during the first 45 business days the original policy is in effect, **we** will give **you** at least 10 days notice of cancellation.
2. after the first 45 business days, **we** will give **you** at least 30 days notice.

Proof of mailing the notice will be proof of notice. Any refund 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. Any unearned premium amounts under \$2.00 will be refunded only upon **your** request.

After your policy has been in effect 45 business days, **Allstate** won't cancel or reduce **your** coverage during the policy period unless:

1. the premium isn't paid when due;
2. a. the policy was obtained or renewed through material misrepresentation;
b. there is intentional material misrepresentation in the submission of any claim;
3. **you** or any member of **your** household has had a driver's license suspended or revoked during the last 12 months; or
4. **Allstate** has mailed notice within the first 45 business days that **we** don't intend to continue the policy.

Payment

If **your** payment of the initial premium amount due is by check, draft, or other remittance which is not honored upon presentation, this policy is void from its inception. This

means that **Allstate** will not be liable under this policy for any claims or damages which would otherwise be covered had the check, draft, or other remittance been honored upon presentation.

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 **Allstate** will not be liable under this policy for claims or damages after the date and time indicated on the cancellation notice.

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

Liability Insurance is provided in this policy in accordance with coverage required by the Compulsory Insurance Law of Oklahoma.

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

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

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

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

Additional Payments Allstate Will Make

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

1. up to \$50 per 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 damages awarded. **We** will pay this interest only until **we** have paid, offered, or deposited in court the amount for which **we** are liable under this policy. **We** will only pay interest on damages not exceeding **our** limits of liability.
4. premiums on appeal bonds and on bonds to release attachments, but not in excess of **our** limit of liability. **We** have no obligation, however, to apply for or to furnish these bonds.

We will repay an insured person for:

1. the cost of any bail bonds required due to an accident or traffic law violation involving the use of the insured **motor home**. Payment won't exceed \$300 per bond. **We** have no obligation to apply for or to 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 using **your** insured **motor home**:
 - a) **you**,
 - b) any **resident**, and
 - c) any other person using it with **your** permission.
2. While using a non-owned **motor home**:
 - a) **you**, and
 - b) any **resident** relative.
3. Any other person or organization liable for the use of an insured **motor home** provided:
 - a) the **motor home** is not owned or hired by the person or organization,
 - b) the use is by an insured person under 1. or 2. above, and
 - c) only for that insured person's acts or omissions.

Insured Motor Homes

1. Any **motor home** described on the declarations page. This includes the **motor home you** replace it with.
2. Additional **motor homes you** become the owner of during the policy period. This **motor home** will be covered if **we** insure all other **motor homes you** own. **You** must, however, tell us within 30 days of acquiring the **motor home**, 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**, being temporarily used while **your** insured **motor home** is being serviced or repaired, or if **your** insured **motor home** is stolen or destroyed.
4. A non-owned **motor home** used by **you** or a **resident** relative with the owner's permission. This **motor home** must not be available or furnished for the regular use of an insured person.
5. A trailer, while attached to an insured **motor home**. The trailer must be designed for use with a **motor home**.

Definitions

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

Exclusions—What Is Not Covered

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

1. **bodily injury** or property damage arising out of the use of **your** insured **motor home** while used to carry persons or property for a charge, or any **motor home** **you** are driving

while available for hire by the public. This exclusion does not apply to shared-expense car pools.

2. **bodily injury** or property damage arising out of business operations such as repairing, servicing, testing, washing, parking, storing, or selling of **motor homes** or other vehicles. However, this coverage does apply to **you**, **resident** relatives, partners or employees of the partnership of **you** or a **resident** relative when using **your** insured **motor home**.
3. **bodily injury** or property damage arising out of the use of a non-owned **motor home** in any business or occupation of an insured person. However, coverage does apply while **you**, **your** chauffeur or domestic servant are using a **motor home** or trailer.
4. **bodily injury** or property damage arising out of the ownership, maintenance or use of a **motor vehicle** with less than four wheels.
5. **bodily injury** to an employee of any insured person arising in the course of employment. Coverage does apply to a domestic employee who is not required to be covered by a workers' compensation law or similar law.
6. **bodily injury** to a co-worker injured in the course of employment. This exclusion does not apply to **you**.
7. **bodily injury** to any person related to an insured person by blood, marriage, or adoption and residing in that person's household, to the extent that the limits of liability for this coverage exceed the limits of liability required by the Oklahoma Financial Responsibility Law.
8. damage to or destruction of property an insured person owns, transports, is in charge of, or rents. A **motor home** operated by an insured person is considered to be property in charge of an insured person. However, a private residence or a garage rented by that person is covered.
9. **bodily injury** or property damage intended by, or which may reasonably be expected to result from, the intentional or criminal acts or omissions of any insured person. This exclusion applies even if:
 - a) such **bodily injury** or property damage is of a different kind than intended or reasonably expected; or



- b) such **bodily injury** or property damage is sustained by a different person than intended or reasonably expected.

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

10. **bodily injury** or property damage which would also be covered under nuclear energy liability insurance. This applies even if the limits of that insurance are exhausted.
11. **bodily injury** or property damage arising out of the participation in any prearranged or organized racing or speed contest or in practice or preparation for any contest of this type.
12. **bodily injury** or property damage sustained while occupying **your motor home** as a permanent or primary residence.
13. **bodily injury** or property damage sustained while **your motor home** is rented, leased or loaned for a charge to any person or organization other than **you**. This exclusion does not apply if an additional premium has been paid to cover the rental of **your motor home** to others.

Financial Responsibility

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

Limits Of Liability

The limits shown on the declarations page are the maximum **we** will pay for any single accident involving an insured **motor home**. The limit stated for each person for **bodily injury** is **our** total limit of liability for all damages because of **bodily injury** sustained by one person in any single accident involving an insured **motor home**, including all damages sustained by anyone else as a result of that **bodily injury**. Subject to the limit for each person, the limit stated for each accident is **our** total limit of liability for damages for **bodily injury** sustained by two or more persons in any single accident involving an insured **motor home**. For property damage, the limit applies to damages arising from each accident.

The liability limits apply to each insured **motor home** as stated on the declarations page. 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 won't be increased if you have other **motor home** insurance policies that apply.

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

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

If There Is Other Insurance

If an insured person is using a substitute **motor home** or non-owned **motor home**, **our** liability insurance will be excess over other collectible insurance. If more than one policy applies on a primary basis to an accident involving **your** insured **motor home**, **we** will bear **our** proportionate share with other collectible liability insurance. If an insured person is using a **motor home** provided by a **motor home** dealer at no charge, as a loaner, **our** liability insurance will apply on a primary basis.

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

Action Against Allstate

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

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

Bankruptcy Or Insolvency

The bankruptcy or insolvency of an insured person or that person's estate won't relieve **us** of any obligation.

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

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

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

Part 2—Motor Home Medical Payments—Coverage CC

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

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 under any workers' compensation law.

Insured Persons

1. **You** and any **resident** relative who sustains **bodily injury** while in, on, getting into or out of 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.

- c) a non-owned **motor home** if the injury results from the operation on **your** behalf by **your** private chauffeur or domestic servant.
- d) a non-owned **motor home** or trailer if the injury results from the operation or occupancy by a **resident** relative.

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

Insured Motor Homes

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

Definitions

1. "**Allstate**," "**We**," "**Us**," or "**Our**"—means the company shown on the declarations page of the policy.
2. "**Bodily Injury**"—means bodily injury, sickness, disease or death.
3. "**Motor Home**"—means a self-propelled **motor vehicle** equipped, designed or used as a living quarters.
4. "**Motor Vehicle**"—means a land motor vehicle or trailer other than:
 - a) a vehicle or other equipment designed for use principally off public roads, while not upon public roads,
 - b) a vehicle operated on rails or crawler-treads, or



- c) a vehicle when used 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 declarations page 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 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 on public roads.
3. any person while in, on, getting into or out of:
 - a) an owned **motor home** while available for hire to the public. This exclusion does not apply to shared-expense car pools.
 - b) a **motor home** or trailer while used as a permanent or primary residence or premises.
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 arising out of the participation in any prearranged or organized racing or speed contest or in practice or preparation for any contest of this type.
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 declarations page 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 declarations page. 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 will not be increased if **you** have other motor home insurance policies that apply.

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

1. \$2,000; or
2. the Coverage CC limit of liability stated on the declarations page; 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 declarations page 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 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.

Unreasonable Or Unnecessary Medical Expenses

If the insured person incurs medical expenses which are unreasonable or unnecessary, **we** may refuse to pay for those medical expenses and contest them. Unreasonable medical expenses are fees for medical services which are substantially higher than the usual and customary charges for

those services. Unnecessary medical expenses are fees for medical services which are not usually and customarily performed for treatment of the injury, including fees for an excessive number, amount or duration of medical services.

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

If There Is Other Insurance

When this coverage applies to a substitute **motor home** or non-owned **motor home**, **our** Medical Payments coverage will be excess over other collectible insurance.

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

Assistance And Cooperation

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

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

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

Action Against Allstate

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

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. This provision does not apply to **you** or **resident** relatives.

Proof Of Claim; Medical Reports

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

The 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

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

The right to benefits and the amount payable will be decided by agreement between the insured person and **Allstate**.

Coverage SS applies regardless of the number of vehicles **you** own, operate or insure under this policy.

Insured Persons

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

Insured Motor Home Means:

1. a **motor home** **you** own. This includes any **motor home** **you** purchase:
 - a) as a replacement for the owned **motor home**.
 - b) as an additional **motor home** if **you** tell **us** within 30 days after **you** acquire the additional **motor home** and pay the additional premium, if any.
2. a **motor vehicle** **you** or a **resident** relative do not own but:

- a) **you** are using.
- b) is being temporarily used:
 - (i) when **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 be used only with its owner's permission. It also must not be furnished or available for **your** or a **resident** relative's regular use.

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

An Uninsured Motor Vehicle Is:

1. a **motor vehicle** which has no bodily injury liability bond or insurance policy in effect at the time of the accident.
2. a **motor vehicle** covered by a 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 an accident resulting in **bodily injury** to an insured person. The identity of the operator or owner of the vehicle must be unknown. The accident must be reported within 24 hours to the police. **We** must be notified within 30 days. If the insured person was occupying a vehicle at the time of the accident, **we** have a right to inspect it.
5. an underinsured **motor vehicle** which has bodily injury 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 Oklahoma, but less than the applicable damages the insured person is legally entitled to recover.

An Uninsured Motor Vehicle Is Not:

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

Definitions

1. "**Allstate**," "**We**," "**Us**," or "**Our**"—means the company shown on the declarations page of the policy.

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

Exclusions—What Is Not Covered

Allstate will not pay any damages an insured person is legally entitled to recover because of **bodily injury** if the payment would directly or indirectly benefit any workers' compensation or disability benefits insurer. This includes a self-insurer.

Limits Of Liability

The uninsured motorists limit stated on the declarations page 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 declarations page.

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

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

accident. This "each accident" limit is subject to the "each person" limit.

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

1. all amounts paid by the owner or operator of the uninsured **motor vehicle**, including an underinsured **motor vehicle**, or anyone else responsible. This includes all sums paid under the bodily injury liability coverage of this or any other motor vehicle policy.
2. all amounts payable under any disability benefits law, or similar law, Motor Vehicle Medical Payments, or any similar motor vehicle medical payments coverage under 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 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 exhausted by payment of judgment of settlements.

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.

If There Is Other Insurance

If the insured person was in, on, getting into or out of a vehicle which is insured for uninsured motorists 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.

Proof Of Claim; Medical Reports

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

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

Assistance And Cooperation

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

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

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

Notice Of Settlement Agreement

If, before **we** make payment for loss for **bodily injury** under this coverage, a tentative agreement to settle for liability limits is reached by the insured person or his legal representative with the person or organization legally responsible for the use of an uninsured **motor vehicle**, **we** must receive written notification of this agreement by certified mail. This written notice shall also include:

1. full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable, including copies of all medical bills, and
2. authorization or a court order to obtain reports from all employers and medical providers.

Within 60 days of receipt of written notice, **we** may substitute **our** payment to the insured person for the tentative settlement amount. If payment is substituted, the insured person's rights of recovery become **ours** to the extent of such payment plus any settlement under the uninsured motorists coverage.

If **we** fail to pay the tentative settlement amount within 60 days, **we** will have no right to the proceeds of any settlement or judgment for any amount paid under the uninsured motorists coverage.

Trust Agreement

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

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

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

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

Payment Of Loss By Allstate

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

Action Against Allstate

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

If We Cannot Agree

If the insured person or **we** don't agree on that person's right to receive any damages or the amount, then at the written request of either, the disagreement will be settled by arbitration. Arbitration will take place under the rules of the American Arbitration Association unless either party objects.

If either party objects, the following method of arbitration will be used instead. The insured person will select one arbitrator and **we** will 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 of jurisdiction where arbitration is pending will appoint the third arbitrator. The written agreement of any two arbitrators will determine the issues. The insured person will pay the arbitrator that person selects and **we** will pay the one **we** select. The expense of the third arbitrator and all other expenses of arbitration will be shared equally. However, attorney fees and fees paid to medical and other expert witnesses are not considered arbitration expenses and are to be paid by the party incurring them.

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

Regardless of the method of arbitration, when any arbitration award exceeds the Financial Responsibility limits in the State

of Oklahoma, either party has a right to trial on all issues in a court of competent jurisdiction. This right must be exercised within 60 days of the award. Costs, including attorney fees, are to be paid by the party incurring them.

If agreement by arbitration is not reached within three months from the date of demand for arbitration, the insured person may sue the person or organization legally responsible for the **bodily injury** to the insured person.

Part 4—Protection Against Loss To The Motor Home

The following coverages apply when indicated on the declarations page. Additional payments, motor homes insured, definitions, exclusions, and other information applicable to all these coverages appear beginning on page 14.

Motor Home Collision Insurance—Coverage DD

Allstate 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

Allstate will pay for direct and accidental loss to **your** insured **motor home** or a non-owned **motor home** not caused by collision. Loss caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, and riot or civil commotion, etc., is covered. Glass breakage, whether or not caused by collision, and collision with a bird or animal is covered. Only one deductible will apply to a glass loss caused by collision.

Allstate will pay up to \$2,500 for loss to a **sound system** permanently installed by the manufacturer in **your motor home** by bolts, brackets or other means, its antennas or other apparatus in or on **your motor home** used specifically with that system. However, any deductible amount which applies will be subtracted from the loss payment.

By agreement between **you** and **Allstate**, 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

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

Rental Reimbursement Coverage–Coverage UU

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

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

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

Coverage ends when whichever of the following occurs first:

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

Contents Coverage–Coverage HC

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

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

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

3. tapes or similar items used with **sound systems**.

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

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

Additional Payments Allstate Will Make

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

This coverage applies only when:

- a) the loss is caused by collision and **you** have purchased collision insurance.
- b) the entire **motor home** is stolen, and **you** have purchased comprehensive insurance.
- c) physical damage is done to the **motor home** and to the clothing and luggage caused by earthquake, explosion, falling objects, fire, lightning, or flood and **you** have purchased comprehensive insurance.

2. **Allstate** 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 insurance under this policy, **Allstate** will repay up to \$10 a day but not more than \$300 for each loss for the cost of transportation when the entire **motor home** is stolen. This coverage begins 48 hours after **you** report the theft to **us**, and ends when **we** offer settlement or **your motor home** is returned to use.
4. If **you** have purchased collision or comprehensive insurance under this policy, **Allstate** 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 declarations page and the **motor home you** replace it with if **you** notify **Allstate** within 30 days of the replacement and pay any additional premium. Coverage will not continue after 30 days, if **we** are not notified of the replacement vehicle.
2. An additional **motor home you** become the **owner** of during the policy period. This **motor home** will be covered if **Allstate** insures all other **motor homes you** own. **You** must, however, notify **Allstate** 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 vehicle.
3. A substitute **motor home**, not owned by **you** or a **resident**, temporarily used with the permission of the owner while **your** insured **motor home** is being serviced or repaired, or if **your** insured **motor home** is stolen or destroyed.
4. A non-owned **motor home** used by **you** or a **resident** relative with the permission of the owner. This **motor home** must not be available or furnished for the regular use of **you** or any **resident**.
5. A trailer while attached to an insured **motor home**. This trailer must be designed for use with a **motor home**. This trailer can't be used for business purposes with other than a **motor home**. Home, office, store, display, or passenger trailers are not covered. **Travel-trailers** are not covered unless described on the declarations page.

Definitions

1. "**Allstate**," "**We**," "**Us**," or "**Our**"—means the company shown on the declarations page of the policy.
2. "**Motor Home**"—means a self-propelled **motor vehicle** equipped, designed or used as a living quarters.
3. "**Motor Vehicle**"—means a land motor vehicle or trailer other than:
 - a) a vehicle or other equipment designed for use off public roads, while not upon public roads,
 - b) a vehicle operated on rails or crawler-treads, or
 - c) a vehicle when used as a residence or premises.
4. "**Resident**"—means a person who physically resides in **your** household with the intention of continuing residence there. Unmarried dependent children while temporarily away from home will be considered residents if they intend to continue to live 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 declarations page and that policyholder's **resident** spouse.

Exclusions—What Is Not Covered

These coverages don't apply to:

1. loss caused intentionally by, or at the direction of, an insured person.
2. any **motor home** used for the transportation of people or property for a fee. This exclusion does not apply to shared-expense car pools.
3. any damage or loss resulting from any act of war, insurrection, rebellion or revolution.
4. loss to any non-owned **motor home** used in business operations such as repairing, servicing, testing, washing, parking, storing or selling of **motor homes** or other vehicles.
5. loss due to radioactive contamination.
6. loss resulting from wear and tear, freezing, mechanical or electrical breakdown unless the damage is the burning of wiring used to connect electrical components, or the result of other loss covered by this policy.
7. loss to tires unless stolen or damaged by fire, malicious mischief or vandalism. Coverage is provided if the damage to the 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 an apparatus in or on the **motor home** designed for use with that system.

This exclusion will not apply to losses to any **sound system** up to the amount covered under Coverage HH or losses to any **sound system** if **you** have purchased coverage for **your sound system** under Coverage HC and the loss is caused by a covered peril.

9. loss to any tapes or similar items, unless **you** have purchased additional coverage for **your** tapes or similar items under Coverage HC and the loss is caused by a covered peril.
10. any loss arising out of the participation in a prearranged or organized racing or speed contest or in practice or preparation for any contest of this type.
11. loss to appliances, furniture, equipment and accessories that are not built into or forming a permanent part of a **motor home** or **travel-trailer** unless **you** have purchased additional coverage for **your** appliances, furniture, equipment and accessories that are not built into or forming a permanent part of a **motor home** or **travel-trailer** and the loss is caused by a covered peril.
12. loss 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**.
13. loss to household furniture, clothing, personal luggage, or other personal property belonging to **you** or a **resident** relative unless **you** have purchased additional coverage for these items under Coverage HC and the loss is caused by a covered peril.
14. any loss while **your motor home** or **travel-trailer** is used as a permanent or primary residence.
15. loss to property owned by anyone other than **you** or a **resident** relative.
16. loss to articles carried or held as samples for sale, storage or repair, or for delivery.
17. loss to merchandise kept for exhibition or sale, or theatrical wardrobes.
18. loss to business, store, or office furniture or appliances.
19. 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.

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

Right To Appraisal

If **you** and **we** fail to agree on the amount of loss, either party may make written demand for an appraisal. Upon such demand, each party must select a competent and impartial appraiser and notify the other of the appraiser's identity within 20 days after the demand is received. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire within 15 days, **you** or **we** can ask a judge of a court of record in the county 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.

Payment Of The Loss By Allstate

Allstate 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 declarations page, 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

Allstate's limit of liability is the actual cash value of the property or damaged part of the property at the time of loss. The actual cash value will be reduced by the deductible for each coverage as shown on the declarations page. However, **our** liability will not exceed what it would cost to repair or

replace the property or part with other of like kind and quality. The limit for loss to any covered trailer not described on the declarations page is \$500.

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

If There Is Other Insurance

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

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

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

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

Action Against Allstate

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

Subrogation Rights

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

What You Must Do If There Is A Loss

1. As soon as possible, any person making a claim must give **us** written proof of loss. It must include all details reasonably required by **us**. **We** have the right to inspect the damaged property. **We** may require any person making claim to file with **us** a sworn proof of loss. **We** may also require that person to submit to examinations under oath.
2. Protect the **motor home** from further loss. **We** will pay reasonable expenses to guard against further loss. If **you** don't protect the **motor home**, further loss is not covered.

3. Report all theft losses promptly to the police.