

# Motor Home Policy

AU14069

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## Allstate Property and Casualty Insurance 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 applies only when a premium for it is shown on the Policy Declarations. If more than one **motor home** is insured, premiums will be shown for each **motor home**. If **you** pay the premiums when due and comply with the policy terms, **we**, relying on the information **you** have given **us**, make the following agreements with **you**.

### When And Where The Policy Applies

**Your** policy applies only during the policy period and any applicable grace period. During this time, it applies to losses to the **motor home**, accidents and occurrences within the United States of America, its territories or possessions or Canada, or between their ports.

The coverage of **your** policy for an insured **motor home** is extended to cover that **motor home** within the Republic of Mexico. This coverage applies only while the insured **motor home** is within 75 miles of the United States border and only for a period not to exceed 10 days after each separate entry into the Republic of Mexico.

### IMPORTANT:

Unless **you** have **motor home** insurance written by a Mexican insurance company, **you** may spend hours or days in jail, if **you** have an accident in Mexico. Insurance coverage should be secured from a company licensed under the laws of Mexico to write such insurance in order to avoid complications and some other penalties possible under the laws of Mexico, including the possible impoundment of **your motor home**.

### Changes

#### Premium Changes

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

Changes which result in a premium adjustment are contained in **our** rules. These include:

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

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

### Coverage Changes

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

### Duty To Report Policy Changes

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

**You** must notify **us** within 30 days when **you** acquire an additional or replacement **motor home**. If **you** do not, certain coverages 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 Policy Declarations for that **motor home** will apply. When **you** have two or more **motor homes** insured in **your** name and none of them is involved in the accident, **you** may choose any single **motor home** shown on the Policy Declarations and 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 for:

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

### Payment

If payment of the initial premium amount due is made by check, draft, or any remittance other than cash, such payment is conditional upon the check, draft or other remittance being paid upon presentation. If such check, draft, or other remittance is not paid upon presentation, coverage under the policy will not go into effect.

### Non-Renewal

**We** may elect not to renew **your** policy. If **we** elect not to renew **your** policy, **we** will notify **you** at least 45 days before the end of the policy period. Notice will be sent by certificate of mailing or certified mail. Mailing the notice will be proof of notice.

**We** won't refuse to renew **your** policy unless:

1. the insurance was obtained through fraudulent misrepresentation.
2. **you**, any **resident** of **your** household who customarily operates a **motor home** insured under this policy, or any other person who regularly and frequently operates a **motor home** insured under this policy:
  - a) has had their driver's license suspended or revoked during the policy period.
  - b) becomes permanently disabled, either physically or mentally, and does not produce a certificate from a physician testifying to their ability to operate a **motor home**.
  - c) is or has been convicted during the 36 months immediately preceding the effective date of the policy or during the policy period of:
    1. criminal negligence, resulting in death, homicide or assault, arising out of the operation of an insured **motor home**.
    2. operating a **motor home** while in an intoxicated condition or while under the influence of drugs.
    3. leaving the scene of an accident.
    4. making false statements in an application for a driver's license.

5. reckless driving.

However, **we** will not nonrenew **your** policy for any violation of this Section (2.) if:

- a. the violation is committed by anyone other than **you**; and
  - b. **you** agree in writing to exclude such person by name as insured when operating a **motor home**; and
  - c. **you** further agree to exclude coverage for any negligence which arises out of the maintenance, operation or use of a **motor home** by such excluded person which may be imputed by law to **you**.
3. **we** are placed in rehabilitation or receivership by a competent authority.
  4. **you**, any **resident** of **your** household who customarily operates a **motor home** insured under this policy, or any other person who regularly and frequently operates a **motor home** insured under this policy:

has had at any time during the thirty-six months immediately before the notice of non-renewal three or more at-fault accidents under any motor vehicle insurance policy issued by **us** in which the property damage paid by the insurer for each accident which occurred prior to January 1, 2000, is more than one thousand eight hundred dollars. For accidents occurring on or after January 1, 2000, the Arizona Department of Insurance shall annually adjust the threshold amount of property damage.

For purposes of this Section (4.), "at fault" means the insured is at least fifty percent responsible for the accident.

However, **we** will not non-renew **your** policy under this Section (4.) if:

- a. the same individual was not involved in all the accidents that make this policy subject to non-renewal;
- b. **you** have been insured with **us** for motor home bodily injury coverage for at least ten consecutive years prior to the most recent accident that makes this policy subject to non-renewal under this Section (4.);
- c. the violation is committed by anyone other than **you**; **you** agree in writing to exclude such person by name as insured when operating a **motor home**; and **you** further agree to exclude



coverage for any negligence which arises out of the maintenance, operation or use of a **motor home** by such excluded person which may be imputed by law to **you**.

## 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 last mailing address known to **us**.

During the policy period, **we** may cancel part or all of this policy by mailing notice to **you**. Notice will be sent by certificate of mailing at least 10 days before the cancellation takes effect if **we** cancel **your** policy for any reason other than non-payment of premium.

When this policy has been in effect for less than 60 days and it is not a renewal with **us**, **we** may cancel this policy for any reason unless it is solely for location of residence; age; race; color; religion; sex; national origin or ancestry.

If **your** policy has been in effect for 60 days or more and it is a renewal with **us**, **we** won't cancel **your** policy unless any one of the following occurs:

1. **you** fail to fulfill any of **your** obligations when due in connection with the payment of premiums for this policy or any installment of the premium.
2. the insurance was obtained through fraudulent misrepresentation.
3. **you**, any **resident** of **your** household who customarily operates a **motor home** insured under this policy, or any other person who regularly and frequently operates a **motor home** insured under this policy:
  - a. has had their driver's license suspended or revoked during the policy period;
  - b. becomes permanently disabled, either physically or mentally, and does not produce a certificate from a physician testifying to their ability to operate a **motor home**;
  - c. is or has been convicted during the 36 months immediately preceding the effective date of the policy or during the policy period of:
    - i. criminal negligence, resulting in:
      - a. death;
      - b. homicide; or

- c. assault; arising out of the operation of an insured **motor home**;
- ii. operating a **motor home** while in an intoxicated condition or while under the influence of drugs;
- iii. leaving the scene of an accident;
- iv. making false statements in an application for a driver's license; or
- v. reckless driving.

However, **we** will not cancel **your** policy for any violation of this Section (3.) if:

- a. the violation is committed by anyone other than **you**;
  - b. **you** agree in writing to exclude such person by name as insured when operating a **motor home**; and
  - c. **you** further agree to exclude coverage for any negligence that arises out of the maintenance, operation or use of a **motor home** by such excluded person which may be imputed by law to **you**.
4. **we** are placed in rehabilitation or receivership by a competent authority.

## Fraud Or Misrepresentation

**We** will not be liable for any claims or damages which would otherwise be covered if there has been fraudulent and material misrepresentation or concealment of material fact unless there has been injury, death or damage for which the insured may be legally liable.

**We** do not cover any loss or occurrence in which any insured person has concealed or misrepresented any material fact or circumstance.

This provision will not apply to an otherwise covered property loss if:

- a. such property loss is caused by an act of domestic violence by another insured person;
- b. the insured person making the claim cooperates in any investigation relating to the property loss; and
- c. the insured person making the claim did not in any way cooperate in or contribute to the creation of the property loss.

## What Law Will Apply

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

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

### Where Lawsuits May Be Brought

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

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

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

### Grace Period

**You** are entitled to a grace period of seven days for the payment of any premium due except for any premium due after the issuance of a cancellation notice for non-payment of premium. During this grace period, the policy shall continue in full force.

If **you** pay by mail, the payment is considered received on the date it is postmarked. However, if the due date of a payment falls on a Saturday, Sunday or legal holiday, the payment is

considered received by the due date if it is postmarked on the next business day.

### Action Against Us

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

- a. there is full compliance with all policy terms; and
- b. the action is commenced within two years of the date the cause of action accrues.

However, if an action is in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under a particular coverage that is shown on the Policy Declarations, such action must be commenced within the time period specified in the **Action Against Us** provision of that particular coverage. If an action is brought asserting claims relating to the existence or amount of coverage, or the amount of loss for which coverage is sought, under different coverages of this policy, the claims relating to each coverage shall be treated as if they were separate actions for the purpose of the time limit to commence action.

### Arbitration

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

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

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

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

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

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**We** will pay those damages, which an insured person is legally obligated to pay because of:

1. **bodily injury** sustained by any person; and

2. damage to, or destruction of, property.

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

**We** will defend an insured person sued as the result of a covered **motor home** accident. **We** will choose the counsel. **We** may settle any claim or suit if **we** believe it is proper.

### Additional Payments We Will Make

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

1. up to \$50 a day for loss of wages or salary if **we** ask that person to attend hearings or trials to defend against a **bodily injury** suit. **We** 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** aren't required, 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 the insured **motor home**. **We** won't pay more than \$300 per bond. **We** aren't required to apply for or furnish these bonds.
2. any expense incurred for first aid to others at the time of a **motor home** accident involving the insured **motor home**.

### Insured Persons

1. While using **your** insured **motor home**:
  - a) **you**,
  - b) any **resident**, and
  - c) any other person using it with **your** permission.
2. While using a non-owned **motor home**:

- a) **you**,
- b) any **resident** relative using a **motor home**.

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

### Insured Motor Homes

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

### Definitions

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

- c) a vehicle when used primarily as a residence or premises.
5. **"Resident"**—means a person who physically resides in **your** household with the intention of continuing residence there. **Your** unmarried dependent children while temporarily away from home will be considered **residents** if they intend to resume residing in **your** household.
6. **"You"** or **"Your"**—means the policyholder named on the Policy Declarations and that policyholder's **resident** spouse.
7. **bodily injury** or property damage intended by, or which may reasonably be expected to result from, the intentional or fraudulent acts of an insured person. This exclusion applies even if:
- such insured person lacks the mental capacity to govern his or her own conduct;
  - such **bodily injury** or property damage is of a different kind than intended or reasonably expected; or
  - such **bodily injury** or property damage is sustained by a different person than intended or reasonably expected.

This exclusion will not preclude coverage for an insured person's otherwise covered property loss if:

- such property loss is caused by an act of domestic violence by another insured person;
- the insured person making the claim cooperates in any investigation relating to the property loss; and
- the insured person making the claim did not in any way cooperate in or contribute to the creation of the property loss.

### Exclusions—What Is Not Covered

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

- 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.
- bodily injury** or property damage arising out of business operations such as repairing, servicing, testing, washing, parking, storing, or the selling of **motor homes** or other vehicles.  
  
However, coverage does apply to **you, resident** relatives, partners or employees of the partnership of **you** or a **resident** relative when using **your** insured **motor home**.
- bodily injury** or property damage arising out of the use of a non-owned **motor home** in any business or occupation of an insured person. However, this exclusion does not apply while **you, your** chauffeur or domestic servant are using a **motor home** or trailer.
- bodily injury** to an employee of any insured person arising in the course of employment. This exclusion does not apply to **your** domestic employee who is not required to be covered by a workers compensation law or similar law.
- bodily injury** to a co-worker injured in the course of employment. This exclusion does not apply to **you**.
- damage to or destruction of property an insured person owns, transports, is in charge of or rents. However, a private residence or a garage rented by that person is covered.
- 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.
- bodily injury** or property damage arising out of the ownership, maintenance or use of a motor vehicle with less than four wheels.
- bodily injury** or property damage arising out of the participation in any prearranged, organized, or spontaneous:
  - racing contest;
  - speed contest; or
  - use of a **motor home** at a track or course designed or used for racing or high performance driving;
 or in practice or preparation for any contest or use of this type.  
  
This exclusion applies only to the extent that the limits of liability for Motor Home Liability Insurance exceed the limits of liability required by the Arizona Financial Responsibility Laws.
- bodily injury** or property damage sustained while occupying **your motor home** as a permanent or primary residence.



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

### Financial Responsibility

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

### Limits Of Liability

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

The liability limits apply to each insured **motor home** as shown on the Policy Declarations. The insuring of more than one person or **motor home** under this policy will not increase **our** liability limits beyond the amount shown for any one **motor home**, even though a separate premium is charged for each **motor home**. The limits also 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, Uninsured Motorists and Underinsured Motorists Insurance, and the Motor Home Medical Payments 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. This policy will pay on a primary basis when such other collectible insurance is provided by a policy issued to a person in the business of selling; repairing; servicing; delivering; testing; road testing; parking or storing **motor homes** or other vehicles, if the insured person is operating the vehicle and is neither the person engaged in such business nor that person's employee or agent.

Any insurance **we** provide for a vehicle **you** own shall be excess to that of a person engaged in the business of selling; repairing; servicing; delivering; testing; road testing; parking or storing **motor homes** or other vehicles, if the accident occurs while the vehicle is being operated by that person or that person's employee or agent.

Except as provided in the previous paragraph, if two or more policies provide valid and collectible liability insurance which apply to the same motor vehicle accident and a liability loss arises, it will be conclusively understood that the insurance provided by that policy in which such motor vehicle is described or rated as an owned **motor home** will be primary, and any other policy or policies will be excess. If more than one policy applies on a primary basis to an accident involving **your** insured **motor home**, **we** will bear **our** proportionate share with other collectible liability insurance.

### Assistance And Cooperation

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

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

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

### Action Against Us

No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 1—Motor Home Liability Insurance**, unless there is full compliance with all policy terms and such action is commenced within two years of the date the cause of action accrues.

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 one may sue **us** up to the limits of this policy. However, no one has the right to join **us** in a suit to determine legal responsibility of an **insured person**.

## Bankruptcy Or Insolvency

The bankruptcy or insolvency of an insured person or that person's estate 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

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

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

### Insured Persons

1. **You** and any **resident** relative who sustains **bodily injury** while in, on, getting into or out of, or when struck by, a **motor home** or trailer. The use of a non-owned **motor home** must be with the owner's permission.
2. Any other person who sustains **bodily injury** while in, on, getting into or out of:
  - a) **your** insured **motor home** while being used by **you**, a **resident** relative, or any other person with **your** permission.
  - b) a non-owned **motor home** if the injury results from **your** operation or occupancy.

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

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

### Insured Motor Homes

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

### Definitions

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

- c) a vehicle when used primarily as a residence or premises.
5. **"Resident"**—means a person who physically resides in **your** household with the intention of continuing residence there. **Your** unmarried dependent children while temporarily away from home will be considered **residents** if they intend to resume residing in **your** household.
6. **"You"** or **"Your"**—means the policyholder named on the Policy Declarations and that policyholder's **resident** spouse.

### Exclusions—What Is Not Covered

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

1. **you** or a **resident** relative while in, on, getting into or out of a **motor home you** or a **resident** relative own but do not insure for this coverage under this policy.
2. **you** or a **resident** relative while in, on, getting into or out of, are struck as a pedestrian by:
  - a) a vehicle operated on rails or crawler-treads, or
  - b) a vehicle or other equipment designed for use off public roads, while not on public roads.
3. any person while in, on, getting into or out of:
  - a) an owned **motor home** while available for hire to the public. This exclusion does not apply to shared expense car pools.
  - b) a **motor home** or trailer while used as a permanent or primary residence or premises.
4. any person, other than **you** or a **resident** relative, while using a non-owned **motor home**:
  - a) which is available for hire by the public, or
  - b) in business operations such as repairing, servicing, testing, washing, parking, storing or selling of **motor homes** or other vehicles. Coverage is provided for **you, your** private chauffeur or domestic servant while using a **motor home** or trailer in any other business or occupation.
5. any person resulting from any act of war, insurrection, rebellion, or revolution.
6. any person arising out of the ownership, maintenance or use of a **motor vehicle** with less than four wheels.
7. any person or organization other than **you** while **your motor home** is rented, leased, or loaned for a charge to

such person or organization. This exclusion does not apply if an additional premium has been paid to cover the rental of **your motor home** to others.

8. any person arising out of the participation in any prearranged, organized, or spontaneous:
  - a. racing contest;
  - b. speed contest; or
  - c. use of a **motor home** at a track or course designed or used for racing or high performance driving;
 or in practice or preparation for any contest or use of this type.

### Limits Of Liability

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

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

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

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

This funeral service expenses benefit does not increase, and will not be paid in addition to, the limits of liability stated on the Policy Declarations for Motor Home Medical Payments Coverage. This benefit is payable to the deceased insured'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.

There will be no duplication of payments made under the Bodily Injury Liability, Uninsured Motorists or Underinsured

Motorists Insurance and the Motor Home Medical Payments coverage of this policy. All payments made to or on behalf of any person under this coverage will be considered as advance payments to that person. Any damages payable under the Bodily Injury Liability, Uninsured Motorists or Underinsured Motorists Insurance and the Motor Home Medical Payments coverage will be reduced by that amount. This reduction of damages will only apply if the insured person is not deprived of full recovery for medical expenses.

### 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 auto medical insurance.

### Assistance And Cooperation

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

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

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

### Action Against Us

No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 2—Motor Home Medical Payments**, unless there is full compliance with all policy terms and such action is commenced within two years of the date the cause of action accrues.

### Proof Of Claim; Medical Reports

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

The injured person may be required to take physical examinations by physicians **we** choose, as often as **we** reasonably require. **We** must be given authorization to obtain medical reports and other records pertinent to the claim.

### Subrogation Rights

When **we** make payments under Medical Payments Coverage, an insured person's rights to recovery become **ours** up to the amount **we** have paid in excess of \$5,000. An insured person must protect these rights and help **us** enforce them.

## Part 3—Uninsured Motorists Insurance—Coverage SS Underinsured Motorists Insurance— Coverage SU

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**We** will pay damages because **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.

If a limit of liability is shown on **your** Policy Declarations for Underinsured Motorists Insurance—Coverage SU, **we** will pay those damages because of **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**.

If an insured person sues a person believed responsible for the accident without **our** written consent, **we** aren't bound by any resulting judgment.

### Insured Persons

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

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

1. described on the Policy Declarations, and the **motor vehicle you** replace it with.
2. **you** acquire ownership of during the policy period. This additional **motor vehicle** will be covered if **we** insure all other **motor vehicles you** own. **You** must, however, tell **us** within 30 days after **you** acquire the **motor vehicle**. **You** must pay any additional premium.
3. not owned by **you** or a **resident** relative, if being temporarily used while **your** insured **motor home** is being serviced or repaired, or if **your** insured **motor home** is stolen or destroyed. The **motor home** must be used with the owner's permission.
4. not owned by **you** or a **resident** relative if being operated by **you** with the permission of the owner.
5. not made available for public hire by an insured person.

### An Uninsured Motor Vehicle Is:

1. a **motor vehicle** which has no bodily injury liability bond or insurance policy in effect at the time of the accident.
2. a **motor vehicle** covered by a bond or insurance policy which 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, other than **us** under this policy, denies coverage or becomes insolvent.
4. a hit-and-run **motor vehicle** which causes **bodily injury** to an insured person whether or not physical contact was

made with the insured person or a vehicle occupied by that person. The identity of the operator and the owner of the vehicle must be unknown. If the accident involved an unidentified **motor vehicle** and no physical contact occurred, the insured person must provide corroborative evidence that the unidentified **motor vehicle** caused the accident. Corroborative evidence means any additional and confirming testimony, fact or evidence that strengthens and adds weight or credibility to the insured person's representation of the accident. You must, within a reasonable time, report the accident to the proper authorities and **us**. If the insured person was occupying a vehicle at the time of the accident, **we** have a right to inspect it.

### An Underinsured Motor Vehicle Is:

A **motor vehicle** which has liability protection in effect and applicable at the time of the accident in an amount equal to or greater than the amounts specified for **bodily injury** liability by the financial responsibility laws of Arizona, but less than the applicable damages the insured person is legally entitled to recover.

### Definitions

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

### Exclusions—What Is Not Covered—Coverage SS

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

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

### Exclusions—What Is Not Covered—Coverage SU

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

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

### Limits Of Liability—Coverage SS

The coverage limit shown on the Policy Declarations for:

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

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

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

THIS MEANS THAT NO STACKING OR AGGREGATION OF UNINSURED MOTORISTS INSURANCE WHATSOEVER WILL BE ALLOWED BY THIS POLICY.

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

If none of the **motor homes** shown on the Policy Declarations is involved in the accident, the highest limits of liability shown on the Policy Declarations for any one **motor home** will apply.

Damages, but not limits, payable will be reduced by 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, motor home medical payments, and underinsured motorists insurance of this or any other policy. This reduction of damages by sums paid under the motor home medical payments coverage of this policy will only apply if the insured person is not deprived of full recovery for medical expenses.

### Limits Of Liability—Coverage SU

The coverage limit shown on the Policy Declarations for:

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

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

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

THIS MEANS THAT NO STACKING OR AGGREGATION OF UNDERINSURED MOTORISTS INSURANCE WHATSOEVER WILL BE ALLOWED BY THIS POLICY.

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

If none of the **motor homes** shown on the Policy Declarations is involved in the accident, the highest limits of liability shown on the Policy Declarations for any one **motor home** will apply.

Damages, but not limits, payable will be reduced by all amounts paid by the owner or operator of the underinsured **motor vehicle** or anyone else responsible. This includes all sums paid under the bodily injury liability, motor home medical payments and uninsured motorists coverage of this or any other policy. This reduction of damages by sums paid under the motor home medical payments coverage of this policy will only apply if the insured person is not deprived of full recovery for medical expenses.

### If There Is Other Insurance—Coverage SS

If the insured person was occupying a vehicle **you** do not own, Uninsured Motorists Insurance under this policy will be excess over any other valid and collectible insurance available to the insured person, whether such other insurance is stated to be primary or excess. This means that when the insured person is legally entitled to recover damages in excess of the amount available under the other policy, **we** will pay up to the limit of liability of this policy, subject to the **Limits Of Liability—Coverage SS** provision of this policy.

If **you** or a **resident** relative was occupying a vehicle **you** own which is insured for this coverage under another policy, Uninsured Motorists Insurance under this policy will apply on a pro-rata basis.

### If There Is Other Insurance—Coverage SU

If the insured person was occupying a vehicle **you** do not own, Underinsured Motorists Insurance under this policy will be excess over any other valid and collectible insurance available to the insured person, whether such other insurance is stated to be primary or excess. This means that when the insured person is legally entitled to recover damages in excess of the amount available under the other policy, **we** will pay up to the limit of liability of this policy, subject to the **Limits Of Liability—Coverage SU** provision of this policy.

### Subrogation Rights

When **we** pay under uninsured motorists insurance for bodily injury caused by an uninsured motorist, an insured person's rights of recovery from the owner or operator of an uninsured **auto** becomes **ours** up to the amount **we** have paid. An insured person must protect these rights and help **us** enforce them. This provision does not apply to Underinsured Motorists Insurance.

### 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 insured person may be required to take physical examinations by physicians selected by **us**, as often as **we** reasonably require. The insured person or that person's representative must authorize **us** to obtain medical reports and copies of records. **We** may also require any person making claims to submit to questioning under oath and sign the transcript.

### 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 or 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.

### Our Payment Of Loss

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

### Action Against Us

No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 3—Uninsured Motorists Insurance or Underinsured Motorists Insurance**, unless there is full compliance with all policy terms and such

action is commenced within two years of the date the cause of action accrues.

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

### **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 upon 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 the insured person or **we** object.

If either party objects, the following alternative method of arbitration will be used. The insured person will select one arbitrator and **we** will select another. The two arbitrators will select a third. If they 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. Local rules governing evidence and procedure will apply.

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

Regardless of the method of arbitration, when any arbitration award exceeds the Financial Responsibility limits of the state of Arizona, 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. Cost, including attorney fees, are to be paid by the party incurring them.

No one may pursue arbitration under **Part 3—Uninsured Motorists Insurance** unless there is full compliance with all policy terms. No one may pursue arbitration under **Part 3—Uninsured Motorists Insurance** unless the demand for arbitration is made within two years after the date of the accident or, if later, within one year after the insurer of the owner or operator of an uninsured vehicle denies coverage or is declared insolvent by the responsible regulator.

However, if an insured person commences a timely action against the owner or operator of an uninsured vehicle to recover damages for loss arising out of the accident and gives **us** written notice of such action within 30 days after such action is commenced, the insured person or **we** may demand

arbitration more than two years after the date of the accident, but in no event later than one year after entry of a final judgment or other court order terminating such lawsuit against the owner or operator of an uninsured auto.

No arbitrator shall have the authority to award punitive damages or attorney's fees. Neither of the parties shall be entitled to arbitrate any claims in a representative capacity or as a member of a class. No arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims in arbitration.

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

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The following coverages apply when indicated on the Policy Declarations. Additional payments, motor homes insured, definitions, exclusions, and other information applicable to all these coverages appear beginning on page 17.

### **Motor Home Collision Insurance—Coverage DD**

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

### **Motor Home Comprehensive Insurance—Coverage HH**

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

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

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



If coverage for full safety glass coverage is indicated on the Policy Declarations, the deductible amount will not be subtracted from any comprehensive loss to:

1. glass used in the windshield, doors and windows, and
2. glass, plastic or other material used in the lights of the **motor home**.

### **Towing And Labor Costs–Coverage JJ**

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

### **Rental Reimbursement Coverage–Coverage UU**

If **you** have collision or comprehensive coverage under this policy and the loss involves either coverage, **we** will repay **you** for **your** cost of renting a **motor home** or an automobile from a rental agency or garage. **We** will not pay more than the dollar amount per day shown on the Policy Declarations. **We** 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 of **Additional Payments We Will Make**. However, the limits for this coverage will apply if they exceed the limits stated under **Additional Payments We Will Make**.

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

Coverage ends when the first of the following occurs:

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

### **Contents Coverage–Coverage HC**

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

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

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

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

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

### **Additional Payments We Will Make**

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

This coverage applies only when:

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

2. **We** will repay **you** up to \$10 for the cost of transportation from the place of theft of **your** insured **motor home** or disablement of the **motor home** to **your** destination, if
  - a) the entire **motor home** is stolen and **you** have comprehensive coverage under this policy.
  - b) the **motor home** is disabled by a collision or comprehensive loss, and **you** have the coverage under this policy applicable to the loss.
3. If **you** have comprehensive insurance under this policy, **we** will repay up to \$10 a day but not more than \$300 for each loss for the cost of transportation when the entire **motor home** is stolen. This coverage begins 48 hours

after **you** report the theft to **us**, and ends when **we** offer settlement or **your motor home** is returned to use.

4. If **you** have purchased collision or comprehensive insurance under this policy, **we** will pay general average and salvage charges imposed when **your** insured **motor home** is being transported.

### Insured Motor Homes

1. Any **motor home** described on the Policy Declarations. This includes the **motor home you** replace it with if **you** notify **us** within 30 days of the replacement and pay any additional premium.
2. An additional **motor home you** become the owner of during the policy period. This **motor home** will be covered if **we** insure all other **motor homes you** own. **You** must, however, notify **us** within 30 days of acquiring the **motor home** and pay any additional premium.
3. A substitute motor vehicle, not owned by **you** or a **resident** of **your** household, temporarily used with the permission of the owner while **your** insured **motor home** is being serviced or repaired, or if **your** insured **motor home** is stolen or destroyed.
4. A non-owned **motor home** used by **you** or a **resident** relative with the owner's permission. This **motor home** must not be available or furnished for the regular use of **you** or any **resident** relative.
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** or **camper units** are not covered unless described on the Policy Declarations.

### Definitions

1. **"We," "Us," or "Our"**—means the company shown on the Policy Declarations of the policy.
2. **"Motor Home"**—means a self-propelled **motor vehicle** equipped, designed or used as a living quarters.
3. **"Motor Vehicle"**—means a land motor vehicle or trailer other than:
  - a) a vehicle or other equipment designed for use principally off public roads, while not upon public roads,
  - b) a vehicle operated on rails or crawler-treads, or
  - c) a vehicle when used primarily as a residence or premises.

4. **"Resident"**—means a person who physically resides in **your** household with the intention of continuing residence there. **Your** unmarried dependent children while temporarily away from home will be considered **residents** if they intend to resume residing in **your** household.
5. **"Sound System"**—means any device within the insured **motor home** designed for:
  - a) voice or video transmission, or for voice, video or radar signal reception; or
  - b) recording or playing back recorded material; or
  - c) supplying power to cellular or similar telephone equipment.
6. **"Travel-trailer"**—means a trailer of the house, cabin or camping type equipped or used as a living quarters.
7. **"You" or "Your"**—means the policyholder named on the Policy Declarations and that policyholder's **resident** spouse.

### Exclusions—What Is Not Covered

These coverages don't apply to:

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

This exclusion will not preclude coverage for an insured person's otherwise covered property loss if:

- a. such property loss is caused by an act of domestic violence by another insured person;
  - b. the insured person making the claim cooperates in any investigation relating to the property loss; and
  - c. the insured person making the claim did not in any way cooperate in or contribute to the creation of the property loss.
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**.
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 tires occurs at the same time and from the same cause as other loss covered by this policy.
8. any loss, other than collision, to any **sound system** within **your motor home**, including any apparatus in or on the **motor home** designed for use with that system.  
  
This exclusion will not apply to losses to any **sound system** covered under Motor Home Comprehensive Insurance or losses to any **sound system** if **you** have purchased coverage for **your sound system** under Contents Coverage 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 Contents Coverage and the loss is caused by a covered peril.
10. loss to appliances, furniture, equipment and accessories that are not built into or forming a permanent part of a **motor home** or **travel-trailer** unless **you** have purchased additional coverage for **your** appliances, furniture, equipment and accessories that are not built into or forming a permanent part of a **motor home** or **travel-trailer** and the loss is caused by a covered peril.
11. loss to television and radio antennas, awnings, cabanas, or equipment designed to create additional living facilities if they are not permanently attached to **your motor home** or **travel-trailer** unless **you** have purchased additional coverage for these items under Contents Coverage and the loss is caused by a covered peril.
12. loss to household furniture, clothing, personal luggage, or other personal property belonging to **you** or a **resident** relative unless **you** have purchased additional coverage for these items under Contents Coverage and the loss is caused by a covered peril.
13. any loss while **your motor home** or **travel-trailer** is used as a permanent or primary residence.
14. loss to property owned by anyone other than **you** or a **resident** relative.
15. loss to articles carried or held as samples for sale, storage or repair, or for delivery.
16. loss to merchandise kept for exhibition or sale; or theatrical wardrobes.
17. loss to business, store, or office furniture or appliances.
18. loss to records or accounts, currency, coins, banknotes, bullion, deeds, contracts or evidences of debt securities, tokens or tickets, card collections, revenue or other stamps in current use, manuscripts, art objects and animals.
19. loss to **your motor home** or its covered property sustained while **your motor home** is rented, leased or loaned for a charge to any person or organization other than **you**. This exclusion does not apply if an additional premium has been paid to cover the rental of **your motor home**.
20. loss or damage arising out of the participation in any prearranged, organized, or spontaneous:
  - a. racing contest;
  - b. speed contest; or
  - c. use of a **motor home** at a track or course designed or used for racing or high performance driving;
 or in practice or preparation for any contest or use of this type.

### Right To Appraisal

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

The appraisers shall then determine the amount of loss, stating separately the actual cash value and the amount of loss to each item. If the appraisers submit a written report of an agreement to **you** and to **us**, the amount agreed upon shall be the amount of loss. If they cannot agree, they will submit their differences to the umpire. A written award agreed upon by the appraisers or an appraiser and the umpire will determine the amount of loss.

Each party will pay the appraiser it chooses and equally bear expenses for the umpire and all other appraisal expenses.

### **Our Payment Of Loss**

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

If covered loss or damage occurs, while in the Republic of Mexico, which may require repair of the insured **motor home** or replacement of any part(s), the basis for payment of the claim will be as follows. The repair or replacement costs will not exceed the costs of having the repairs or replacement made at the nearest point in the United States where the repairs or replacements can be made. The cost for towing, transportation or salvage operations of the **motor home** while within Mexican territory is not covered under this policy.

### **Limits Of Liability**

**Our** limit of liability is the least of:

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

Any applicable deductible amount is then subtracted.

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

An insured vehicle and attached trailer are considered separate vehicles, 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. However, Contents Coverage, if purchased, will provide coverage in excess of the limit for loss to **sound systems** provided under Motor Home Comprehensive Insurance.

### **Action Against Us**

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

### **Subrogation Rights**

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

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

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

### 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.