

Motor Home Policy

AU14070



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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. During this time, it applies to covered 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 Policy Declarations.

Insurance Coverage In Mexico

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

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

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

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

If loss or damage occurs which may require repair of the insured **motor home** or replacement of any part(s) while the insured **motor home** is in Mexico, the basis for adjustment of the claim will be as follows: Any amount payable resulting

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

Premium Changes

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

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

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

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

Coverage Changes

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

Duty To Report Policy Changes

Your policy was issued in reliance on the information **you** provided, including information concerning **motor homes** and persons insured by the policy. To properly insure **your**

motor home, you must 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

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

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

If two or more **motor homes** are shown on the Policy Declarations and one of these **motor homes** is involved in the accident, the limits of liability shown on the Policy Declarations for that **motor home** will apply. 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.

Transfer

This policy can not be transferred without **our** written consent. However, if **you** die, this policy will provide coverage 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.

Payment

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

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

Termination

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

Non-Renewal

If **we** do not intend to renew **your** policy, **we** will mail **you** notice at least 30 days before the end of the policy period.

However, after this policy has been effective or renewed for five or more years, **we** will give **you** at least 60 days notice if **we** do not intend to renew this policy.

Cancellation

You may cancel this policy by writing and notifying **us** of the future date **you** wish to stop coverage. During the policy period, **we** may cancel this policy by mailing notice to **you** at **your** last known address. If **we** cancel because **you** did not pay the premium, the date of cancellation will be at least 10 days after the date of mailing. Otherwise, **we** will mail **you** notice at least 30 days before the date of cancellation.

Proof of mailing the notice will be proof of notice. A refund, if due, will be calculated using the rules, rates, and forms in effect, and on file if required, for **our** use in **your** state.

Cancellation will be effective even if 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 60 days, **we** will not cancel **your** coverage during the policy period unless:

1. the premium is not paid when due; or
2. the policy was obtained through a material misrepresentation.

Conditional Reinstatement

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

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

What Law Will Apply

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

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 Illinois, 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 Illinois. 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 Illinois, 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 Illinois, lawsuits regarding that covered loss to the **motor home**, covered **motor home** accident, or other covered occurrence may also be brought in the judicial district where that covered loss to the **motor home**, covered **motor home** accident, or other covered occurrence happened.

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

Action Against Us

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

1. there is full compliance with all policy terms; and

2. the action is commenced within one year of the date the cause of action accrues.

However, if an action is in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under a particular coverage that is shown on the Policy Declarations, such action must be commenced within the time period specified in the **Action Against Us** provision of that particular coverage. If a particular coverage does not contain a **Action Against Us** provision, any action brought against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under that particular coverage, must be brought in accordance with state law.

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:

1. no arbitrator shall have the authority to award punitive damages or attorney's fees;
2. 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
3. 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

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

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** will not pay for loss of other income. **We** will pay other reasonable expenses incurred at **our** request.
2. court costs for defense.
3. interest accruing on damages awarded. **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** are not required 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** will not pay more than \$300 per bond. **We** are not required to apply for or furnish these bonds.

2. any expense incurred for first aid administered to others at the scene of an accident involving the insured **motor home**.

Insured Persons

1. While using **your** insured **motor home**:
 - a) **you**;
 - b) any **resident** relative; 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; and
 - b) the use is by an insured person as defined under 1 or 2 above.

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. Coverage will be provided if:
 - a) **we** insured all other **motor homes you** own;
 - b) **you** notify **us** within 30 days of acquiring the **motor home**; and
 - c) **you** pay any additional premium.
3. A substitute **motor home**, not owned by **you** or a **resident**, being 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 an insured person.
5. A trailer while attached to an insured **motor home**. The trailer must be designed specifically for use with a **motor home**.

Definitions

1. "**We**," "**Us**," or "**Our**"—means the company shown on the Policy Declarations.

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.
4. **bodily injury** or property damage arising out of an insured person's 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. This exclusion does not apply to **your** 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. This exclusion does not apply:
 - a) to the extent that any other person responsible acquires a right of contribution against **you** or a **resident** relative.
 - b) to **bodily injury** to **you** or a **resident** relative if **your** insured **motor home** was operated at the time of the accident by a person other than **you** or a **resident** relative.
8. damage to or destruction of property an insured person owns, 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 which may reasonably be expected to result from the intentional or criminal acts of an insured person or which are in fact intended by an insured person.
10. **bodily injury** or property damage which would also be covered under nuclear energy liability insurance. This applies even if the limits of that insurance are exhausted.
11. **bodily injury** or property damage sustained while occupying **your motor home** as a permanent or primary residence.
12. **bodily injury** or property damage sustained while **your motor home** is rented, leased or loaned for a charge to any person or organization other than **you**. This exclusion does not apply if an additional premium has been paid to cover the rental of **your motor home** to others.

Exclusions—What Is Not Covered

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

1. **bodily injury** or property damage arising out of the use of **your** insured **motor home** while used to carry persons or property for a charge, or any **motor home you** are driving while available for hire by the public. This exclusion does not apply to shared expense car pools.
2. **bodily injury** or property damage arising out of the participation in any prearranged or organized:
 - 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.
3. **bodily injury** or property damage arising out of the use of a non-owned **motor home** in any business or occupation of an insured person. However, this exclusion does not apply while **you, your** chauffeur, or domestic servant are using a **motor home** or trailer.

Financial Responsibility

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

Limits Of Liability

The limits shown on the Policy Declarations are the maximum **we** will pay for any single accident involving an insured **motor home**. The limit stated for each person for **bodily injury** is **our** total limit of liability for damages because of **bodily injury** sustained by one person in any single accident involving an insured **motor home**, including damages sustained by anyone else as a result of 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 stated for each accident is **our** total limit of liability for property damage sustained in any single accident involving an insured **motor home**.

The liability limits apply to each insured **motor home** as 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 will not be increased if **you** have other **motor home** insurance policies that apply.

Damages payable will be reduced by the amounts paid or collected under the medical payments section of this policy.

There will be no duplication of payments made under the bodily injury liability, motor home medical payments or 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.

However, if the insured person has Motor Home Liability Insurance limits equal to or greater than \$100,000 for **bodily injury** sustained by one person in a single accident,

\$300,000 for **bodily injury** sustained by two or more persons in a single accident, and \$50,000 for damage to property sustained in a single accident, and in the event that the insured person, with the permission of a new motor home dealer or an employee of a new motor home dealer, drives a **motor home** owned or held for sale or lease by the new motor home dealer for loaner purposes while the insured person's **motor home** is being repaired or evaluated, **our** policy applies on a primary basis,

If the insured person has Motor Home Liability Insurance limits less than \$100,000 for **bodily injury** sustained by one person in a single accident, \$300,000 for **bodily injury** sustained by two or more persons in a single accident, and \$50,000 for damage to property sustained in a single accident, and in the event that the insured person, with the permission of a new motor home dealer or an employee of a new motor home dealer, drives a **motor home** owned or held for sale or lease by the new motor home dealer for loaner purposes while the insured person's **motor home** is being repaired or evaluated, **our** policy is excess.

If **bodily injury** or property damage to any person except **you**, a **resident** relative, or partners or employees of the partnership of **you** or a **resident** relative, arises out of auto business operations such as repairing, servicing, testing, washing, parking, storing, or selling of **your** insured **motor home**, then this policy is in excess over all other insurance, self-insurance or certificate of insurance.

Assistance And Cooperation

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

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

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

Action Against Us

No insured person may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 1—Motor Home Liability Insurance**, unless there is full compliance with all policy terms and such action is commenced no later than the last of the following to occur:

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

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

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

Bankruptcy Or Insolvency

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

Additional Interested Parties

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

We will provide 10 days written notice to an additional interested party if **we** cancel or make any change to this policy which adversely affects that party's interest.

Our notice will be considered properly given if mailed

to the additional interested party's address shown on the Policy Declarations.

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

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:

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

Part 2—Motor Home Medical Payments—Coverage CC

We will pay to or on behalf of an insured person all reasonable expenses actually incurred for necessary medical treatment, medical services, or medical products actually provided to the insured person. Hospital, medical, surgical, x-ray, dental, orthopedic and prosthetic devices, pharmaceuticals, eyeglasses, hearing aids, and professional nursing services provided by an individual licensed under the Medical Practice Act of Illinois or comparable law are covered. Ambulance and funeral service expenses, and treatment provided in accordance with a recognized religious method of healing are also covered. Payments will be made only when **bodily injury** is caused by an accident involving a **motor home** or when **you** or any **resident** relative is struck as a pedestrian by a **motor vehicle** or trailer.

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

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, or 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.
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.

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. Coverage will be provided if:
 - a) **we** insure all other **motor homes you** own; and
 - b) **you** notify **us** within 30 days of acquiring the **motor home**; and
 - c) **you** pay any additional premium.
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 specifically for use with a **motor home**.

Definitions

1. **"We," "Us,"** or **"Our"**—means the company named on the Policy Declarations.
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.

Exclusions—What Is Not Covered

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

1. which may reasonably be expected to result from the intentional or criminal acts of **you** or any **resident**, or any other person using the insured **motor home** with **your** permission, or which is in fact intended by that person.
2. to **you** or a **resident** relative while in, on, getting into or out of a **motor home you** or a **resident** relative own or have furnished for regular use but do not insure for this coverage under this policy.
3. to **you** or a **resident** relative while in, on, getting on or off, or into or out of, or when struck as a pedestrian by:
 - a) a vehicle operated on rails or crawler-treads; or
 - b) a vehicle or other equipment designed for use off public roads, while not on public roads.
4. to any person while in, on, getting into or out of:
 - a) an owned **motor home** while available for hire to the public.
 - b) a **motor home** or trailer while used as a permanent or primary residence or premises.
5. to 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. to any person resulting from any act of war, insurrection, rebellion, or revolution.
7. to any person arising out of an insured person's ownership, maintenance or use of a **motor vehicle** with less than four wheels.
8. to 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.
9. to any person or dependent of a person who receives medical goods and services without charge from the U.S. Government as a benefit of employment, including past or present military duty.
10. **bodily injury** or property damage arising out of the participation in any prearranged or organized:
 - 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 of **our** liability for Motor Home Medical Payments is stated on the Policy Declarations. This is the maximum **we** will pay per injured person for any one **motor vehicle** accident, regardless of the number of **motor vehicles** insured under this or other policies.

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

1. \$2,000;
2. the Motor Home Medical Payments Coverage limit of liability 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 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.

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

1. amounts payable under any workers' compensation law or similar law.
2. amounts received from others, whether insured under this or any other insurance policy, including their insurers, whether **us** or any other insurer, who may be legally responsible for the injuries. This reduction applies only to amounts that are a duplication of payment for the same loss.
3. amounts of other similar, collectible auto medical insurance benefits available to the insured person.
4. amounts payable under the underinsured motorists coverage of this policy, or any other similar underinsured motorist coverage.

There will be no duplication of payments made under the Bodily Injury Liability and Motor Home Medical Payments Coverages of this policy. All payments made to or on behalf of any person under this coverage will be considered as advance payments to that person and reduce the damages payable under the Bodily Injury Liability Coverage of this policy.

Unreasonable Or Unnecessary Medical Expenses

If 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 the loss of wages or salary. **We** will also pay other reasonable expenses incurred at **our** request.

If There Is Other Insurance

If a loss covered by this protection involves a substitute **motor home** or non-owned **motor home**, **our** Medical Payments coverage will be excess over other collectible insurance.

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

Assistance And Cooperation

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

1. cooperate with **us** and assist **us** in any matter concerning a claim or suit;
2. help **us** enforce any right of recovery against any person or organization who may be liable to an insured person;
3. attend any hearing or trial;
4. 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 one year after the date the expenses for which coverage is sought were actually incurred by an insured person.

This one year requirement to bring action against **us** will be extended by the number of days equal to the period of time between the date the expenses were incurred and the date **we** deny the claim in whole or in part.

Subrogation Rights

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

Proof Of Claim; Medical Reports

As soon as possible, any person making 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 examination 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.

Right Of Reimbursement

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

Part 3—Uninsured Motorists Insurance—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:

1. **bodily injury** sustained by an insured person; and
2. **property damage**. **Property damage** is covered only if a separate limit is shown on the Policy Declarations for Uninsured Motorists Insurance—Property Damage.

The **bodily injury** or **property damage** 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. This coverage does not apply to the

first \$250 of the total amount of all **property damage** as the result of any one accident.

Insured Persons

1. **You** and any **resident** relative.
2. Any other person while in, on, or 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.

An Insured Motor Home Is A Motor Home:

1. described on the Policy Declarations. This includes the **motor home** you replace it with.
2. **you** become the owner of during the policy period. This additional **motor home** will be covered if:
 - a) **we** insure all other **motor homes** **you** own;
 - b) **you** tell **us** within 30 days after **you** acquire the **motor home**; and
 - c) **you** pay any additional premium.
3. not owned by **you** or a **resident** relative, if being temporarily used while **your** owned **motor home** is being serviced or repaired, or if **your** insured **motor home** was stolen or destroyed. The **motor home** must be used with the owner's permission. It also must not be available or furnished for the regular use of **you** or a **resident** relative.
4. not owned by **you** or a **resident** relative, if being operated by **you** with the owner's permission. The **motor home** must not be available or furnished for the regular use of **you** or any **resident** relative.

An insured **motor home** is not a **motor vehicle** made available for public hire by an insured person.

An Uninsured Motor Vehicle Is:

1. a **motor vehicle** which has no bodily injury or property damage 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 does not provide at least the minimum financial security requirements of the state in which **your** insured **motor home** is principally garaged.

3. a **motor vehicle** for which the insurer denies coverage or the insurer becomes insolvent.
4. a hit-and-run **motor vehicle** which causes:
 - a) **bodily injury** to an insured person by physical contact with the insured person or with a vehicle occupied by that person. The identity of the operator and the 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.
 - b) **property damage** by physical contact with the insured **motor vehicle**. If the owner and operator of the vehicle are unknown, **you** must give **us** the registration number and description of the **motor vehicle** or other information to establish that the vehicle was not insured for property damage liability at the time of the accident.
5. an underinsured **motor vehicle** which has liability protection in effect and applicable at the time of the accident in an amount equal to or greater than the amounts required for bodily injury or property damage liability in the Illinois Safety Responsibility Law, but less than the applicable limit of liability for Uninsured Motorists Insurance Coverage shown on **your** Policy Declarations.

An Uninsured Motor Vehicle Is Not:

1. a **motor vehicle** that is lawfully self-insured. However, a lawfully self-insured **motor vehicle** may be an underinsured **motor vehicle** when the liability protection in effect and applicable at the time of the accident is less than the applicable limit of liability for Uninsured Motorists Insurance Coverage shown on **your** Policy Declarations.
2. a **motor vehicle** owned by any federal, state, or local government or agency.
3. a **motor vehicle** which is insured for Motor Home Liability Insurance under Part 1 of this policy.

Definitions

1. **"We," "Us," or "Our"**—means the company shown on the Policy Declarations.
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 primarily as a residence or premises.
5. **"Property Damage"**—means damage to or destruction of the insured **motor home** described in the Policy Declarations by physical contact with an uninsured **motor vehicle**. Property damage does not include loss of use of the insured **motor home**, damage to personal property contained in the insured **motor home**, or damage caused by an underinsured **motor vehicle**.
6. **"Resident"**—means a person who physically resides in **your** household with the intention of continuing residence there. **Your** unmarried dependent children while temporarily away from home will be considered residents if they intend to resume residing in **your** household.
7. **"You"** or **"Your"**—means the policyholder named on the Policy Declarations and that policyholder's **resident** spouse.

Exclusions—What Is Not Covered

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

1. **bodily injury** or **property damage** to any person who makes a settlement without **our** written consent.
2. **bodily injury** or **property damage** to any person while in, on, getting on or off, or into or out of, or when struck by a vehicle **you** own which is insured for this coverage under another policy.
3. **bodily injury** if the payment would directly or indirectly benefit any workers' compensation or disability benefits insurer, including a self-insurer.
4. **property damage** if the payment would directly or indirectly benefit an insurer of property.
5. **bodily injury** or **property damage** arising out of the participation in any prearranged or organized:
 - 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 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 **bodily injury** to two or more persons in any one **motor vehicle** accident. This limit is subject to the limit for "each person."
3. "each accident" is the maximum **we** will pay for **property damage** resulting from any one **motor vehicle** accident. Subject to this limit, **our** limit of liability for **property damage** will be the lesser of:
 - a) the actual cash value of the insured **motor home**; or
 - b) the amount necessary to replace or repair the insured **motor home**.

The Uninsured Motorists Coverage limits apply to each insured **motor vehicle** as shown on the Policy Declarations. This means the insuring of more than one person or **motor home** under this or other policies will not increase **our** uninsured motorists limit of liability beyond the amount shown for any one **motor home**, even though a separate premium is charged for each **motor home**.

Damages payable will be reduced by:

1. all amounts paid by or on behalf of the owner or operator of the uninsured motor vehicle or anyone else responsible. This includes all sums paid under the bodily injury or property damage liability coverage of this or any other auto insurance policy.
2. all amounts payable under any workers' compensation law, or similar law, Motor Home Medical Payments, or any similar medical payments coverage.
3. all amounts paid under Part 4 of this policy providing coverage for **property damage**.



If the accident involves the use of an underinsured **motor vehicle**, the limits for this coverage will be reduced by:

1. all amounts paid by or on behalf of the owner or operator of the underinsured **motor vehicle** or anyone else responsible. This includes all sums paid under the bodily injury or property damage liability coverage of this or any other auto insurance policy.
2. all amounts payable under any workers' compensation law, or similar law, or under any Motor Home Medical Payments Coverage provided by this policy, or similar medical payments coverage.
3. all amounts paid under Part 4 of this policy providing coverage for **property damage**.

If the accident involves the use of an underinsured **motor vehicle**, the limits for this coverage will be reduced by all amounts paid by or on behalf of the owner or operator of the underinsured **motor vehicle**, including partial payments made by an insolvent insurer.

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 judgments or settlements.

This provision shall not apply if the insured person, or the legal representative of the insured person, and **we** agree that the insured person has suffered **bodily injury** as the result of the negligent operation, maintenance, or use of an underinsured **motor vehicle** and, without arbitration, also agree on the amount of damages that the insured person is entitled to collect.

Our limit of liability under such an agreement shall be final as to the amount due and shall be binding upon both **us** and the insured person, regardless of the amount of any judgment, or any settlement reached between the insured person and any person or persons responsible for the accident.

In addition, no such agreement shall be concluded unless:

1. the insured person has complied with all other applicable policy terms and conditions; and
2. before the conclusion of such an agreement:
 - a) the insured person has filed suit against the owner or operator of the underinsured **motor vehicle**; and
 - b) the insured person has not abandoned the suit; and

- c) the insured person has not settled the suit without preserving **our** right of subrogation.

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 on or off, or into or out of a vehicle **you** do not own which is insured for this coverage under another policy, this coverage will be excess. This means that when the insured person is legally entitled to recover damages in excess of the other policy limit, **we** will only pay the amount by which the limit of liability of this policy exceeds the limit of liability of that policy.

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

With respect to **property damage**, this coverage will be excess over any other valid and collectible insurance.

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 amount payable. **We** may also require any person making claim to submit to examination 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.

Any person making claim for **property damage** must allow **us** to inspect the damaged property.

Assistance And Cooperation

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

1. cooperate with **us** and assist **us** in any matter concerning a claim or suit;

2. help **us** enforce any right of recovery against any person or organization who may be liable to an insured person;
3. attend any hearing or trial;
4. assist **us** by collecting and giving evidence and obtaining witnesses.

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

Trust Agreement

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

1. **we** are entitled to repayment of amounts paid by **us** and related collection expenses out of the proceeds of any settlement or judgment that person recovers from any responsible party or insurer.
2. all rights of recovery against any responsible party or insurer must be maintained and preserved for **our** benefit.
3. insured persons, if **we** ask, must take proper action in their own names to recover damages from any responsible party or insurer. **We** will select the attorney. **We** will pay all related costs and fees.

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

Subrogation Rights

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

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

Our Payment Of Loss

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

Actions Against Us

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

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

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

If there is a demand by an insured person or **us** for arbitration and the arbitration award exceeds the amount required for **bodily injury** or property damage liability in the Illinois Safety Responsibility Law, no action may be commenced more than 60 days after the date of the arbitration award.

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** do not agree on coverage or 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 for all disputes on coverage or on the insured person's right to receive any damages or the amount, except for issues surrounding medical opinions, unless the insured person or **we** object.

As to medical opinion disputes, if the amount of damages sought is equal to or less than the amounts provided for in the Illinois Safety Responsibility Law, then the American Arbitration Association rules will apply; otherwise the Rules of Evidence that apply in circuit court for placing medical opinions into evidence shall govern.

Any dispute with respect to the coverage and the amount of damages shall be submitted for arbitration to the American Arbitration Association, and the following 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. The written decision of any two arbitrators will determine the issues. If the arbitrators are not selected within 45 days, either party may demand that the entire matter be submitted to the American Arbitration Association for resolution. If they cannot agree on a third arbitrator within 20 days, the judge of a court of record in the county of jurisdiction where arbitration is pending will appoint the third arbitrator.

Regardless of the method of arbitration, any award up to \$50,000 for one person in one accident and \$100,000 for more than one person in one accident, or the policy limits, whichever is less, will be binding and may be entered as a judgment in a proper court. **We** will pay the reasonable and customary costs of arbitration.

Regardless of the method of arbitration, when any arbitration award exceeds \$50,000 for one person in one accident and \$100,000 for more than one person in one accident, or the policy limits, whichever is less, 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. The right to trial when an arbitration award exceeds the amount described above does not apply to Underinsured Motorists Coverage.

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

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 with "Additional Payments We Will Make" on page 18.

Motor Home Collision Insurance—Coverage DD

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

Motor Home Comprehensive Insurance—Coverage HH

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

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

Towing And Labor Costs—Coverage JJ

We will pay costs for labor performed at the initial place of disablement of **your** insured **motor home**. **We** will also pay for towing made necessary by the disablement. The total limit of **our** liability for towing and labor caused by a single loss is shown on the Policy Declarations.

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 automobile from a rental agency or garage. **We** will not pay more than the dollar amount per day shown on the Policy Declarations. **We** will not pay mileage charges.

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

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

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

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**, 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 insurance 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 coverage will include the **motor home** you replace it with if:
 - a) **you** notify **us** within 30 days of the replacement; and
 - b) **you** pay any additional premium.

2. An additional **motor home you** become the owner of during the policy period. This coverage will be provided if:
 - a) **we** insure all other **motor homes you** own;
 - b) **you** notify **us** within 30 days of acquiring the **motor home**; and
 - c) **you** pay any additional premium.
 3. A substitute **motor home**, not owned by **you** or a **resident**, being temporarily used by **you** or a **resident** 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** with the owner's permission. 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**. The trailer must be designed specifically for use with a **motor home**. This trailer can not 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 Policy Declarations.
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;
 - b) recording or playing back recorded material; or
 - c) supplying power to cellular or similar telephone equipment;
 and which is not standard equipment or is not permanently installed by the manufacturer of your motor home.
 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 do not apply to:

Definitions

1. **"We," "Us," or "Our"**—means the company shown on the Policy Declarations.
 2. **"Motor Home"**—means a self-propelled **motor vehicle** equipped, designed or used as a living quarters.
 3. **"Motor Vehicle"**—means a land motor vehicle or trailer other than:
 - a) a vehicle or other equipment designed for 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.
1. loss which may reasonably be expected to result from the intentional or criminal acts of **you**, any **resident**, or any other person using the **motor home** with **your** permission, or which is in fact intended by that person. This exclusion does not apply to the interest of an innocent co-insured who did not contribute to the loss if the loss arose out of a pattern of criminal domestic violence and the perpetrator of the loss is criminally prosecuted for the act causing the 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, but not limited to, repairing, servicing, testing, washing, parking, storing, or selling of **motor homes** or other vehicles.
 5. loss due to radioactive contamination.
 6. damage resulting from wear and tear, freezing, or mechanical or electrical breakdown unless the damage is the burning of wires used to connect electrical components, or the result of other loss covered by this policy.

7. tires unless stolen or damaged by fire, malicious mischief, or vandalism. Coverage is provided if the damage to tires occurs at the same time and from the same cause as other loss covered by this policy.
8. 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 if **you** have purchased Contents Coverage and the loss is caused by a covered peril.
9. loss, other than collision, to any tapes or similar items unless you have purchased Contents Coverage and the loss is caused by a covered peril.
10. loss which results from the bankruptcy, insolvency, or fraudulent activity of any person who has possession of **your insured motor home** for the purpose of a consignment sale.
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** unless **you** have purchased additional coverage for these items under Contents Coverage and the loss is caused by a covered peril.
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 Contents Coverage 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 persons 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.
21. **bodily injury** or property damage arising out of the participation in any prearranged or organized:
 - 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 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.

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

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

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

If There Is Other Insurance

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

When this insurance covers a substitute **motor home** or non-owned **motor home**, **we** will pay only after all other collectible insurance has been exhausted.

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

Action Against Us

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

This one year requirement to bring action against **us** will be extended by the number of days equal to the period of time between the date of loss and the date **we** deny the claim in whole or in part.

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.

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. This exclusion does not apply to the interest of an innocent co-insured who did not contribute to the loss

if the loss arose out of a pattern of criminal domestic violence and the perpetrator of the loss is criminally prosecuted for the act causing the loss.

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,

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 and to sign the transcript.
2. Protect the **motor home** from further loss. **We** will pay reasonable expenses to guard against further loss. If **you** do not protect the **motor home**, further loss is not covered.

3. Report all theft losses promptly to the police.
4. **You** must cooperate with **us** in **our** effort to investigate the loss and settle any claims.