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Motor Home Policy

AIU343

Policy number

Policy effective

Policyholders

Your Allstate agency is

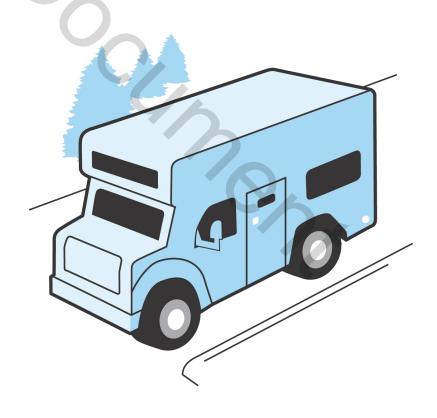




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Allstate Indemnity Company

The Company Named in the Policy Declarations

A Stock Company - Home Office: Northbrook, Illinois 60062

General

This policy is a legal contract between you and us. A coverage applies only when a premium for it is shown on the declarations page. If more than one motor home is insured, premiums will be shown for each motor home. If you pay the premiums when due and comply with the policy terms, Allstate, relying upon the declarations, makes 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 losses to the motor home, accidents and occurrences within the United States of America, its territories or possessions or Canada, or between their ports. The policy period is shown on the declarations page.

Insurance Coverage In Mexico

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

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

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

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

Changes

Premium Changes

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

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

- **motor homes** insured by the policy, including changes in use.
- 2. drivers residing in your household, their ages or marital statuses.
- coverages or coverage limits.
- rating territory.
- 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 Allstate broadens a coverage during the policy period without additional charge, you have the new feature if you have the coverage to which it applies. The new feature applies on the date the coverage change is effective in your state. Otherwise, the policy can be changed only by endorsement. Any change in 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 or if your motor home becomes operational. If you don't, certain coverages of this policy may not apply.



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Combining Limits Of Two Or More Motor Homes Prohibited

(This provision does not apply to Part 3 Section A— Uninsured Motorists Insurance).

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

Conformity To State Statutes

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

Transfer

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

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

Payment

If your payment of the initial premium amount due 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 **Allstate** 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.

Termination

If **we** offer to renew **your** policy and **your** required premium payment isn't received on or before the end of the then current policy period, **your** policy will terminate on the expiration date of the then current policy period.

Non-Renewal

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

Fraud Or Misrepresentation

Your policy was issued in reliance on the information you provided on your Motor Home Insurance Application concerning motor homes and persons insured by the policy. You agree that if your policy was obtained through material misrepresentation, fraud or concealment of material facts, or if any material misrepresentation was made on your Motor Home Insurance Application, Allstate has the right to void or rescind your policy.

Cancellation

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

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

- During the first 60 days the original policy is in effect, we will give you at least 10 days notice of cancellation.
- After the first 60 days we will give you at least 30 days notice if we cancel because the driver's license of the named insured has been suspended or revoked at any time during the policy period, and there is only one named insured.

Proof of mailing the notice will be proof of notice.

A refund, if due, will be in proportion to the time **your** policy has been in effect. Cancellation will be effective even if the refund is not made immediately.

After **your** policy has been in effect 61 days, **Allstate** won't cancel or reduce **your** coverage during the policy period unless:

- 1. you don't pay the premium when it's due;
- Allstate has mailed notice within the first 60 days that we don't intend to continue the policy;
- 3. the driver's license of the named insured has been suspended or revoked at any time during the policy period, and there is only one named insured.



Missouri Guaranty Association Endorsement

Missouri law requires us to inform you that the Missouri Property and Casualty Guarantee Association does not cover policyholder claims of insolvent insurers exceeding \$300,000.

The Missouri Property and Casualty Insurance Guaranty Association Act contains the following limitations:

- Claims covered by the Act do not include a claim by or against an insured of an insolvent insurer if that insured has a net worth of \$25 million on the date the insurer becomes insolvent.
- The Association's obligation includes only the amount of each covered claim which is greater than \$100 and less than \$300,000. However, the Association will not:
 - be obligated to an insured or claimant in excess of the limits of liability of the policy from which the claim arises; or
 - b. return to the insured any unearned premium in excess of \$10,000.

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

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

- bodily injury sustained by any person; and
- 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. **We** will choose the counsel. We may settle any claim or suit if we believe it is proper. We have no duty to defend any suit or settle any claim not covered by this policy.

Additional Payments Allstate Will Make

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

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, including prejudgment interest, if any. 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 to apply for or to furnish these bonds.

We will repay an insured person for

- 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 to furnish these bonds.
- any expense incurred for first aid to others at the time of a motor home accident involving the insured motor home.

Insured Persons

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

- Any **motor home** described on the declarations page. This includes the **motor home you** replace it with.
- 2. An additional motor home you become the owner of during the policy period. This motor home will be



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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.

- A substitute motor home, not owned by you or a resident, being temporarily used while your insured motor home is being serviced or repaired, or if your insured motor home is stolen or destroyed.
- A non-owned motor home used by you or a resident relative with the owner's permission. This motor home must not be available or furnished for the regular use of an insured person.
- 5. A trailer while attached to an insured **motor home**. The trailer must be designed for use with a **motor home**.

Definitions

- 1. "Allstate," "We," "Us," or "Our"—means the company shown on the declarations page of the policy.
- "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.
- "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.
- "Resident"—means a person who physically resides in your household with the intention of continuing residence there. Your unmarried dependent children while temporarily away from home will be considered residents if they intend to resume residing in your household.
- 6. **"You"** or **"Your"**—means the policyholder named on the declarations page and that policyholder's **resident** spouse.

Exclusions—What Is Not Covered

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

- 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.
- 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.
- 4. **bodily injury** or property damage arising out of the ownership, maintenance or use of a **motor vehicle** with less than four wheels.
- 5. **bodily injury** to an employee of any insured person arising in the course of employment.

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**.
- 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.
- 8. **bodily injury** or property damage intended by, or which may reasonably be expected to result from, the intentional or criminal acts or omissions of any insured person. This exclusion applies even if:
 - a) such insured person lacks the mental capacity to govern his or her conduct;
 - 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 applies regardless of whether such insured person is actually charged with, or convicted of, a crime.

- **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.
- 10. **bodily injury** or property damage arising out of any prearranged or organized racing or speed contest or in practice of preparation for any contest of this type.
- 11. **bodily injury** to any person related to an insured person by blood, marriage or adoption and residing in that person's household. This exclusion applies only to the extent that the limit of liability for this coverage exceeds the minimum limit of liability required by the financial responsibility law of Missouri.
- 12. **bodily injury** or property damage sustained while occupying your motor home as a permanent or primary residence.
- 13. **bodily injury** or property damage sustained while **your** motor home is rented, leased or loaned for a charge to any person or organization other than you. This exclusion does not apply if an additional premium has been paid to cover the rental of your motor home to others.

Financial Responsibility

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

Limits Of Liability

The limits shown on the declarations page are the maximum we will pay for any single accident involving any insured motor home. The limit stated for each person for bodily injury is our total limit of liability for all damages because of bodily injury sustained by one person in any single accident involving an insured **motor home** including all damages sustained by anyone else as a result of that **bodily injury**. Subject to the limit for each person, the limit stated for each accident is **our** total limit of liability for all 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 declarations page. The insuring of more than one person or **motor home** under this policy will not increase our liability limits beyond the amount shown for any one **motor home**, even though a separate premium is charged for each motor home. The limits also won't be increased if you have other motor home insurance policies that apply.

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

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;
- attend any hearing or trial; c)
- d) assist us by collecting and giving evidence and obtaining witnesses.

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

Action Against Allstate

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

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



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Bankruptcy Or Insolvency

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

Additional Interested Parties

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

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

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

Part 2—Motor Home Medical Payments-Coverage CC

Allstate will pay to or on behalf of an insured person all reasonable expenses actually incurred by 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 the **bodily injury** is caused by a **motor home** accident. Ambulance, hospital, 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

- 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.
 - a non-owned motor home if the injury results from the operation on your behalf by your private chauffeur or domestic servant.
 - 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

- . Any **motor home** described on the declarations page. This includes the **motor home you** replace it with.
- 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.
- 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.
- 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

- "Allstate," "We," "Us," or "Our"—means the company shown on the declarations page of the policy.
- "Bodily Injury"—means bodily injury, sickness, disease or death.
- "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.
- "Resident"—means a person who physically resides in **your** household with the intention of continuing residence there. Your unmarried dependent children while temporarily away from home will be considered residents if they intend to resume residing in your household.
- 6. "You" or "Your"—means the policyholder named on the declarations page and that policyholder's resident spouse.

Exclusions—What Is Not Covered

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

- 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.
- 2. **you** or a **resident** relative while in, on, getting into or out of, or struck as a pedestrian by:
 - a) a vehicle operated on rails or crawler-treads, or
 - b) a vehicle or other equipment designed for use 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.
 - c) a motor vehicle with less than four wheels.

- 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 any prearranged or organized racing or speed contest or in practice or preparation for any contest of this type.
- 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.

Limits Of Liability

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

The medical payments limit applies to each insured **motor** home as shown on the declarations page. The insuring of more than one person or motor home under this policy won't 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 won't 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 least of the following as a funeral service expenses benefit:

- \$2,000; or
- 2. the Coverage CC limit of liability stated on the declarations page; or
- 3. the remaining portion of the Coverage CC limit of liability not expended for other covered medical expenses.

This funeral service expenses benefit does not increase, and will not be paid in addition to, the limits of liability stated on the declarations page for Coverage CC. This benefit is



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payable to the deceased insured person's spouse if a **resident** of the same household at the time of the accident. However, if the deceased is a minor, the benefit is payable to either parent if that parent 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 and 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. The damages payable under the Bodily Injury Liability coverage of this policy will be reduced by that amount.

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

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:

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

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

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

Action Against Allstate

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

Proof Of Claim; Medical Reports

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

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

Part 3—Uninsured Motorists Insurance

Section A—Uninsured Motorists Insurance-Coverage SS

We will pay those damages which an insured person is legally entitled to recover from the owner or operator of an uninsured **motor vehicle** because of **bodily injury** sustained by an insured person. 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 an insured person sues an uninsured motorist 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 or your insured motor home with **your** permission.

An Insured Motor Home Is A Motor Vehicle:

- described on the declarations page. 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 **Allstate** insures all other **motor homes you** own. **You** must, however, tell us within 30 days after you acquire the motor home. 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. It can't be furnished for the regular use of you or any resident relative.
- not owned by **you** or a **resident** relative, if being operated by you or your resident spouse with the owner's permission. The motor home can't be furnished for the regular use of you or any resident relative.
- 5. not made available for public hire by an insured person.

An Uninsured Motor Vehicle Is:

- a motor vehicle which has no bodily injury liability bond or insurance policy in effect at the time of the accident.
- 2. a **motor vehicle** covered by a bond or insurance policy which doesn't provide at least the minimum financial security requirements of the state in which your insured motor home is principally garaged.
- 3. a motor vehicle for which the insurer denies coverage, or the insurer becomes insolvent.
- 4. a hit-and-run **motor vehicle** which causes bodily injury to an insured person, whether or not physical contact was made with the insured person or with a vehicle occupied by that person. The identity of the operator and the owner of the motor 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.

An Uninsured Motor Vehicle Is Not:

- 1. a **motor vehicle** that is lawfully self-insured.
- 2. a motor vehicle defined as an insured motor home under Part 1, Motor Home Liability Insurance, of this policy.

Definitions

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

Exclusions—What Is Not Covered

This coverage does not apply to:

- any person who makes a settlement with the uninsured motorist without our written consent. This will include any payment made by any person on behalf of the uninsured motorist.
- 2. any person while in, on, getting into or out of a **motor home you** own which is insured for this coverage under another policy. This exclusion does not apply to you or to resident relatives.
- 3. any claim that directly or indirectly benefits any workers' compensation or disability benefits insurer. This includes a self-insurer.



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Limits Of Liability

The coverage limit shown on the declarations for:

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

The Uninsured Motorists Coverage limits apply to each insured **motor home** as shown on the declarations page.

Damages payable will be reduced by all amounts by the owner or operator of the uninsured **motor vehicle** or anyone else responsible. This includes all sums paid under the bodily injury liability coverage of this or any other policy, but this does not include any amount paid or payable under:

- 1. Part II, Medical Payments Coverage; or
- any workers' compensation law, disability benefit law or similar law.

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 or self-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 amounts payable.

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

Assistance And Cooperation

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

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

- we are entitled to repayment of amounts paid by us and related collection expenses out of the proceeds of any settlement or judgment that person recovers from any responsible party or insurer.
- all rights of recovery against any responsible party or insurer must be maintained and preserved for our benefit.
- insured persons, if we ask, must take proper action in their name 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.

Payment Of Loss By Allstate

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

Action Against Allstate

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

Section B—Underinsured Motorists Insurance-Coverage SU

We will pay those damages which an insured person is legally entitled to recover from the owner or operator of an underinsured **motor vehicle** because of **bodily injury** sustained by an insured person. 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 an insured person sues an underinsured motorist 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 with **your** permission.

An Insured Motor Home Is A Motor Vehicle:

- described on the declarations page. 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 Allstate insures all other **motor homes you** own. **You** must, however, tell us within 30 days after you acquire the motor home. 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 service or repaired, or if your insured motor home is stolen or destroyed. The **motor home** must be used with the owner's permission. It can't be furnished for the regular use of you or any resident relative.
- 4. not owned by **you** or a **resident** relative, if being operated by **you** or **your resident** spouse with the owner's permission. The **motor home** can't be furnished for the regular use of you or any resident relative.
- 5. not made available for public hire by any insured person.

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 minimum financial security requirements in the state of Missouri, but less than the damages the insured person is legally entitled to recover.

An Underinsured Motor Vehicle Is Not:

- 1. a **motor vehicle** that is lawfully self-insured.
- 2. a motor vehicle defined as an insured motor home under Part 1, Motor Home Liability Insurance, of this policy.
- 3. a **motor vehicle** owned by any federal, state, or local government or agency.

4. an uninsured motor vehicle.

Definitions

- "Allstate," "We," "Us," or "Our"—means the Company shown on the declarations page of the policy.
- 2. "Bodily Injury"—means bodily injury, sickness, disease or death.
- 3. "Motor Home"—means a self-propelled motor vehicle equipped, designed or used as a living quarters.
- 4. "Motor Vehicle"—means a land motor vehicle or trailer. other than:
 - a) a vehicle or other equipment designed for use off public roads, while not on public roads,
 - b) a vehicle operated on rails or crawler-treads, or
 - c) a vehicle when used as a residence or premises.
- "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.
- "You" or "Your"—means the policyholder named on the declarations page and that policyholder's resident spouse.

Exclusions—What Is Not Covered

This coverage does not apply to:

- any person who makes a settlement with the underinsured motorist without our written consent. This will include any payment made by any person on behalf of the underinsured motorist.
- 2. any person while in, on, getting into or out of a motor home you own which is not insured for this coverage.
- 3. any claim that directly or indirectly benefits any workers' compensation or disability benefits insurer. This includes a self-insurer.

Limits Of Liability

The coverage limit shown on the declarations for:

"each person" is the total limit for all damages arising out of bodily injury to one person in any one motor vehicle accident, including all damages sustained by anyone else as a result of that **bodily injury**.



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 "each accident" is the total limit for all 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."

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

- premiums paid;
- 2. premiums shown on the declarations page;
- 3. claims made:
- 4. **motor vehicles** or persons shown on the declarations page; or
- 5. **motor vehicles** involved in the accident.

The Underinsured Motorists Coverage limits apply to each insured **motor home** as shown on the declarations page.

Damages 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 coverage of this or any other policy.

We are not obligated to make any payment for **bodily injury** under Coverage SU which arises out of the use of an underinsured **motor vehicle** until after the limit of liability for all liability protection in effect and applicable at the time of the accident has been exhausted by payments of judgments or settlements.

If There Is Other Insurance

If the insured person was in, on, getting into or out of a **motor vehicle** which is insured for this coverage under another policy, this coverage will be excess. This means that when the insured person is legally entitled to recover damages in excess of the other policy limit, **we** will pay up to **your** policy limit, but only after the other insurance has been exhausted. No insured person may recover duplicate benefits for the same elements of loss under this coverage and the other insurance.

If more than one policy applies to the accident on a primary basis, the total benefits payable to any one person will not exceed the maximum benefits payable by the policy with the highest limit of underinsured motorists coverage. **We** will bear **our** proportionate share with other underinsured motorists benefits. This will apply no matter how many

vehicles or auto policies may be involved whether written by **Allstate** or another company.

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.

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

Assistance And Cooperation

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

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

- 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.
- insured persons, if we ask, must take proper action in their name to recover damages from any responsible party or insurer. We will select the attorney. We will pay all related costs and fees. We will not ask the insured person to sue the insured of an insolvent insurer.

Payment Of Loss By Allstate

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



Action Against Allstate

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

If We Cannot Agree

If the insured person or we don't agree on that person's right to receive any damages or the amount, the matter may be settled by arbitration. The insured person and we, however, must mutually agree to arbitrate the disagreements. If the insured person and we do not agree to arbitrate, then the disagreement will be resolved in a court of competent jurisdiction. If arbitration is used, arbitration will take place under the rules of the American Arbitration Association unless either party objects.

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

Regardless of the method of arbitration, any award not exceeding the limits of the Financial Responsibility Law of Missouri, 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 Missouri, 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.

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

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

Motor Home Collision Insurance-Coverage DD

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

Motor Home Comprehensive Insurance-Coverage HH

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

Allstate will pay up to \$2,500 for loss to a **sound system** permanently installed by the manufacturer in your motor **home** by bolts, brackets or other means, and to 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.

The deductible amount will not be subtracted from the loss payment for loss to the windshield of your insured motor home or a non-owned motor home.

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

Towing And Labor Costs-Coverage JJ

Allstate will pay costs for labor done at the initial place of disablement 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 declarations page.

Rental Reimbursement Coverage-Coverage UU

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



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

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

Coverage ends when whichever of the following occurs first:

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

Contents Coverage-Coverage HC

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

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

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

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

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

Additional Payments Allstate Will Make

 Allstate will pay up to \$200 for loss of clothing and personal luggage, including its contents, belonging to you or a resident relative while it is in or upon your insured **motor home**. This provision does not apply if the insured **motor home** is a travel trailer. 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.
- Allstate will repay you up to \$10 for the cost of transportation from the place of theft of your insured motor home or disablement of the motor home to your destination, if
 - a) the entire **motor home** is stolen and **you** have comprehensive coverage under this policy.
 - b) the **motor home** is disabled by a collision or comprehensive loss, and **you** have the coverage under this policy applicable to the loss.

This provision does not apply if the insured **motor home** is a **travel trailer**.

- 3. If you have comprehensive insurance under this policy, Allstate will repay up to \$10 a day but not more than \$300 for each loss for the cost of transportation when the entire motor home is stolen. This coverage begins 48 hours after you report the theft to us, and ends when we offer settlement or your motor home is returned to use.
- If you have purchased collision or comprehensive insurance under this policy, Allstate will pay general average and salvage charges imposed when your insured motor home is being transported.

Insured Motor Homes

- Any motor home described on the declarations page.
 This includes the motor home you replace it with if you notify Allstate within 30 days of the replacement and pay any additional premium. Coverage will not continue after 30 days if we are not notified of the replacement motor home.
- An additional motor home you become the owner of during the policy period. This motor home will be covered if Allstate insures all other motor homes you own. You must, however, tell us within 30 days of



acquiring the motor home. You must pay any additional premium. Coverage will not continue after 30 days if we are not notified of the additional motor home.

- A substitute **motor home**, not owned by **vou** or a resident, temporarily used with the permission of the owner while your insured motor home is being serviced or repaired, or if your insured motor home is stolen or destroyed.
- 4. A non-owned **motor home** used by **you** or a **resident** relative with the 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**. This trailer must be designed for use with a **motor home**. This trailer can't be used for business purposes with other than a **motor home**. Home, office, store, display, or passenger trailers are not covered. Travel trailers are not covered unless described on the declarations page.

Definitions

- "Allstate," "We," "Us," or "Our"—means the company shown on the declarations page of the policy.
- "Motor Home"—means a self-propelled motor vehicle equipped, designed or used as a living quarters.
- "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.
- "Resident"—means a person who physically resides in your household with the intention to continue living there. Your unmarried dependent children while temporarily away from home will be considered residents if they intend to resume residing in your household.
- "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,

and which is installed in a location other than the one designed by the **motor home's** manufacturer for that device.

- 6. "Travel Trailer"—means a trailer of the house, cabin or camping type equipped or used as a living quarters.
- 7. "You" or "Your"—means the policyholder named on the declarations page and that policyholder's resident spouse.

Exclusions—What Is Not Covered

These coverages don't apply to:

- loss caused intentionally by, or at the direction of, an insured person.
- **bodily injury** or property damage arising out of any prearranged or organized racing or speed contest or in practice or preparation for any contest of this type.
- any **motor home** used for the transportation of people or property for a fee. This exclusion does not apply to shared-expense car pools.
- any damage or loss resulting from any act of war, insurrection, rebellion or revolution.
- 5. loss to any non-owned **motor home** used in business operations such as repairing, servicing, testing, washing, parking, storing or selling of motor homes or other vehicles.
- 6. loss due to radioactive contamination.
- 7. 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.
- 8. 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.
- 9. any loss to any **sound system** within **your motor home**. Coverage under this Part also will not apply to any apparatus in or on the **motor home** designed for use with



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that system. This exclusion will not apply if you have purchased Coverage HC.

- loss to any tapes or similar items, unless you have purchased additional coverage for your tapes or similar items under Coverage HC and the loss is caused by a covered peril.
- 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.
- loss arising out of any prearranged or organized racing or speed contest or in practice or preparation for any contest of this type.
- 13. loss due to seizure of any **motor home** by a governmental authority.
- 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.
- 15. loss to household furniture, clothing, personal luggage, or other personal property belonging to **you** or a **resident** relative unless **you** have purchased additional coverage for these items under Coverage HC and the loss is caused by a covered peril.
- 16. any loss while **your motor home** or **travel trailer** is used as a permanent or primary residence.
- 17. loss to property owned by anyone other than **you** or a **resident** relative.
- 18. loss to articles carried or held as samples for sale, storage or repair, or for delivery.
- loss to merchandise kept for exhibition or sale; or theatrical wardrobes.
- 20. loss to business, store, or office furniture or appliances.
- 21. 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.
- 22. loss to your motor home or its covered property sustained while your motor home is rented, leased or loaned for a charge to any person or organization other than you. This exclusion does not apply if an additional premium has been paid to cover the rental of your motor home to others.

Right To Appraisal

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

Payment Of Loss By Allstate

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

Limits Of Liability

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



or replace the property or part with other of like kind and quality.

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

If There Is Other Insurance

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

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 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, Coverage HC, if purchased, will provide coverage in excess of the limit for loss to **sound systems** provided under Coverage HH.

Action Against Allstate

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

Subrogation Rights

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

Loss Payable Clause

If a lienholder is shown in the Policy Declarations for a particular insured vehicle, **we** may pay a covered loss under the physical damage coverages of this policy to the lienholder as the lienholder's interest may appear. The lienholder's interest will not be voided by:

- Any act or neglect of the owner of the insured vehicle; or
- 2. Any change in title or ownership of the insured vehicle if the lienholder notifies us within 10 days.

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

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

We may cancel this policy according to it's terms. Cancellation is also effective with respect to the lienholder's interest. We will notify the lienholder of our intent to cancel this Loss Payable Clause. In these events, we will provide at least 10 days notice to the lienholder. Proof of our mailing of notice will be proof of notice.

If **you** do not submit proof of loss within the time specified in the policy, the lienholder must do so within 60 days. Proof of loss must be submitted in the form and manner specified in the provision entitled What You Must Do If There Is A Loss. The lienholder will be subject to policy provisions relating to appraisal, time of payment, and bringing suit.

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

What You Must Do If There Is A Loss

- 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.