Motorcycle Policy

AIU342

Policy number | Policy effective
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Policyholders | Your Allstate agency is
# Table of Contents

**General** .......................................................... 4
- When And Where The Policy Applies .......................... 4
- Insurance Coverage In Mexico ................................. 4
- Premium Changes .................................................. 4
- Coverage Changes .................................................. 4
- Duty To Report Policy Changes ................................. 4
- Combining Limits Of Two Or More Cycles Prohibited.. 5
- Conformity To State Statutes .................................... 5
- Transfer ............................................................... 5
- Payment ............................................................... 5
- Termination .......................................................... 5
- Non-Renewal ........................................................ 5
- Fraud Or Misrepresentation ...................................... 5
- Cancellation .......................................................... 5
- Missouri Guaranty Association Endorsement ............. 6

**Part 1—Motorcycle Liability Insurance**
- Bodily Injury—Coverage AA .................................... 6
- Property Damage—Coverage BB ............................... 6
- Guest Passenger Liability—Coverage GL .................. 6
- Coverage Agreement .............................................. 6
- Additional Payments Allstate Will Make .................... 6
- Insured Persons ..................................................... 6
- Insured Cycles ...................................................... 7
- Definitions ............................................................ 7
- Exclusions—What Is Not Covered ............................. 7
- Financial Responsibility .......................................... 8
- Limits Of Liability ................................................ 8
- If There Is Other Insurance ..................................... 8
- Assistance And Cooperation ................................... 8
- Action Against Allstate ......................................... 8
- Bankruptcy Or Insolvency ....................................... 8
- Additional Interested Parties ................................. 8
- What To Do In Case Of A Cycle Accident Or Claim .... 9

**Part 2—Motorcycle Medical Payments—Coverage CC** .................................................. 9
- Coverage Agreement .............................................. 9
- Insured Persons ..................................................... 9
- Insured Cycles ...................................................... 9
- Definitions ............................................................ 9
- Exclusions—What Is Not Covered ............................. 10
- Limits Of Liability ................................................ 10
- Unreasonable Or Unnecessary Medical Expenses .... 10
- If There Is Other Insurance ..................................... 11
- Assistance And Cooperation ................................... 11
- Action Against Allstate ......................................... 11
- Proof Of Claim; Medical Reports ............................. 11

**Part 3—Uninsured Motorists Insurance** .................................................. 11

**Section A—Uninsured Motorists Insurance—Underinsured Motorists Insurance—Coverage SS** .................................................. 11
- Coverage Agreement .............................................. 11
- Insured Persons ..................................................... 11
- An Insured Cycle Is A Motor Vehicle ......................... 11
- An Underinsured Motor Vehicle Is ......................... 12
- An Underinsured Motor Vehicle Is Not .................... 12
- Definitions ............................................................ 12
- Exclusions—What Is Not Covered ............................. 12
- Limits Of Liability ................................................ 12
- Non-Duplication Of Benefits .................................... 13
- Proof Of Claim; Medical Reports ............................. 13
- Assistance And Cooperation ................................... 13
- Trust Agreement .................................................... 13
- Payment Of Loss By Allstate .................................. 13
- Action Against Allstate ......................................... 13

**Section B—Underinsured Motorists Insurance—Coverage SU** .................................................. 13
- Coverage Agreement .............................................. 13
- Insured Persons ..................................................... 13
- An Insured Cycle Is A Motor Vehicle ......................... 13
- An Underinsured Motor Vehicle Is ......................... 14
- An Underinsured Motor Vehicle Is Not .................... 14
- Definitions ............................................................ 14
- Exclusions—What Is Not Covered ............................. 14
- Limits Of Liability ................................................ 14
- If There Is Other Insurance ..................................... 15
- Proof Of Claim; Medical Reports ............................. 15
- Assistance And Cooperation ................................... 15
- Trust Agreement .................................................... 15
- Payment Of Loss By Allstate .................................. 15
- Action Against Allstate ......................................... 15
- If We Cannot Agree .............................................. 15
Part 4—Protection Against Loss To The Motorcycle—
Coverages DD, HH, JJ, UU, OE ........................................... 16
Coverage Agreements For Each Coverage ....................... 16
Additional Payments Allstate Will Make ......................... 17
Insured Cycles .................................................................. 17
Definitions ......................................................................... 18
Exclusions—What Is Not Covered........................................ 18
Right To Appraisal............................................................. 18
Payment Of Loss By Allstate................................................ 19
Limits Of Liability............................................................... 19
If There Is Other Insurance ................................................ 19
Action Against Allstate....................................................... 19
Subrogation Rights............................................................. 19
Loss Payable Clause.......................................................... 19
What You Must Do If There Is A Loss ............................. 20

Motorcycle Policy
Policy number:
Policy effective date:
Your Allstate agency is

Sample Document
Allstate Indemnity 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 declarations page. If more than one cycle is insured, premiums will be shown for each cycle. If you pay the premiums when due and comply with the policy terms, 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 cycle, accidents and occurrences within the United States of America, its territories or possessions or Canada, or between their ports. The policy period is shown on the declarations page.

Insurance Coverage In Mexico
Motorcycle accidents in Mexico are subject to the laws of Mexico—NOT the United States. Unlike the United States, Mexico considers some motorcycle 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 cycle coverage from a licensed Mexican insurance company before driving into Mexico.

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

If loss or damage occurs which may require repair of the insured cycle or replacement of any part(s) while the cycle 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 cycle while within Mexico are not covered under this policy.

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

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

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

Any calculation or adjustment 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 cycles and persons insured by the policy. To properly insure your cycle, 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 cycle or if your cycle becomes operational. If you don’t, certain coverages of this policy may not apply.
Combining Limits Of Two Or More Cycles Prohibited
(This provision does not apply to Part 3 Section A—Uninsured Motorists Insurance).

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

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

Conformity To State Statutes
When the policy provisions are in conflict with the statutes of the state in which the insured cycle is principally garaged, the provisions are amended to conform to such statutes.

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 Motorcycle Insurance Application concerning cycles 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 Motorcycle 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:
1. During the first 60 days the original policy is in effect, we will give you at least 10 days notice of cancellation.
2. 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;
2. 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:

1. 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.

2. 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:
   a. 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—Motorcycle Liability Insurance

Bodily Injury—Coverage AA

Property Damage—Coverage BB

Guest Passenger Liability—Coverage GL

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

1. bodily injury sustained by any person; and

2. damage to, or destruction of, property.

Under these coverages, your policy protects an insured person from liability for damages arising out of the ownership, maintenance or use, loading or unloading of an insured cycle. We will not pay damages under Motorcycle Liability Insurance Bodily Injury—Coverage AA for bodily injury to a passenger on your motorcycle. However, if the declarations page shows limits for Guest Passenger Liability—Coverage GL and you have paid the premium for such coverage, Allstate will pay damages under Coverage GL for bodily injury to a passenger on your motorcycle.

We will defend an insured person sued as the result of a covered cycle 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:

1. up to $50 a day for loss of wages or salary if we ask that person to attend hearings or trials to defend against a bodily injury suit. We won’t pay for loss of other income. We will pay other reasonable expenses incurred at our request.

2. court costs for defense.

3. interest accruing on damages awarded, 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:

1. the cost of any bail bonds required due to an accident or traffic law violation involving the use of the insured cycle. We won’t pay more than $300 per bond. We aren’t required to apply for or to furnish these bonds.

2. any expense incurred for first aid to others at the time of an accident involving the insured cycle.

Insured Persons

1. While using your insured cycle:
   a) you,
   b) any resident, and
   c) any other person using it with your permission.

2. While using a non-owned cycle:
   a) you, and
   b) any resident relative using a cycle.

3. Any other person or organization liable for the use of an insured cycle provided:
   a) the cycle 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 Cycles
1. Any cycle described on the declarations page. This includes the cycle you replace it with.

2. An additional cycle you become the owner of during the policy period. This cycle will be covered if we insure all other cycles you own. You must, however, tell us within 30 days of acquiring the cycle. You must pay any additional premium.

3. A substitute cycle, not owned by you or a resident, being temporarily used while your insured cycle is being serviced or repaired, or if your insured cycle is stolen or destroyed.

4. A non-owned cycle used by you or a resident relative with the owner’s permission. This cycle must not be available or furnished for the regular use of an insured person.

5. A trailer while attached to an insured cycle. The trailer must be designed for use with a cycle.

Definitions
1. “Allstate,” “We,” “Us,” or “Our”—means the company shown on the declarations page of the policy.


3. “Motorcycle” or “Cycle”—means any motorcycle, motorscooter or moped. Side cars are considered part of a motorcycle if installed by the manufacturer.

4. “Passenger”—means any person, other than the driver of your cycle, while such person is occupying your cycle or in a side car attached to your cycle.

5. “Resident”—means a person who physically resides in your household with the intention of continuing residence there. Your unmarried dependent children while temporarily away from home will be considered residents if they intend to resume residing in your household.

6. “You” or “Your”—means the policyholder named on the declarations page and that policyholder’s resident spouse.

Exclusions—What Is Not Covered
Allstate will not pay for any damages an insured person is legally obligated to pay because of:

1. bodily injury or property damage arising out of the use of your insured cycle while used to carry persons or property for a charge, or any cycle you are driving while available for hire by the public.

2. bodily injury or property damage arising out of business operations such as repairing, servicing, testing, washing, parking, storing, or the selling of cycles 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 cycle.

3. bodily injury or property damage arising out of the use of a non-owned cycle in any business or occupation of an insured person. However, this exclusion does not apply while you, your chauffeur or domestic servant are using a cycle or trailer.

4. bodily injury to any person who is a passenger on your cycle. This exclusion does not apply to Guest Passenger Liability coverage, if a specific premium has been paid for such coverage and such coverage is indicated on the declarations page.

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. 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;
   b) such bodily injury or property damage is of a different kind than intended or reasonably expected; or
c) 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.

9. 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.

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 cycle. 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 cycle 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 because of bodily injury sustained by two or more persons in any single accident involving an insured cycle. 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 cycle.

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

There will be no duplication of payments made under the Bodily Injury Liability, Guest Passenger Liability, and Uninsured Motorists Coverage of this policy.

A cycle and attached trailer are considered one cycle.

If There Is Other Insurance
If an insured person is using a substitute cycle or non-owned cycle, 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 cycle, 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;

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 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.

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 Cycle Accident Or Claim
In the event of a cycle 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—Motorcycle 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 cycle 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
1. You and any resident relative who sustains bodily injury while in, on, getting into or out of, on or off of, or when struck as a pedestrian by, a cycle or trailer. The use of a non-owned cycle must be with the owner’s permission.

2. Any other person who sustains bodily injury while in, on, getting into or out of, on or off of:
   a) your insured cycle while being used by you, a resident relative, or any other person with your permission.
   b) a non-owned cycle if the injury results from your operation or occupancy.
   c) a non-owned cycle if the injury results from the operation on your behalf by your private chauffeur or domestic servant.
   d) a non-owned cycle or trailer if the injury results from the operation or occupancy by a resident relative.
   e) your insured cycle while a passenger on your cycle.

The use of non-owned cycles must be with the owner’s permission.

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

Definitions
1. “Allstate,” “We,” “Us,” or “Our”—means the company shown on the declarations page of the policy.
3. “Motorcycle” or “Cycle”—means any motorcycle, motorscooter or moped. Side cars are considered part of a motorcycle if installed by the manufacturer.
4. “Passenger”—means any person, other than the driver of your cycle, while such person is occupying your cycle or in a side car attached to your cycle.

5. “Resident”—means a person who physically resides in your household with the intention of continuing residence there. You unmarried dependent children while temporarily away from home will be considered residents if they intend to resume residing in your household.

6. “You” or “Your”—means the policyholder named on the declarations page and that policyholder’s resident spouse.

Exclusions—What Is Not Covered
This coverage does not apply to bodily injury to:
1. you or a resident relative while in, getting into or out of, on or off of a cycle you or a resident relative own but do not insure for this coverage.

2. you or a resident relative while in, getting into or out of, on or off 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, on or off of:
   a) an owned cycle while available for hire to the public. This exclusion does not apply to shared-expense car pools.
   b) a cycle or trailer while used as a residence or premises.

4. any person, other than you or a resident relative, while using a non-owned cycle:
   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 cycles or other vehicles.

   Coverage is provided for you, your private chauffeur or domestic servant while using a cycle 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.

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 cycle accident.

The medical payments limit applies to each insured cycle as shown on the declarations page. The insuring of more than one person or cycle under this policy won’t increase our limit beyond the amount shown for any one cycle, even though a separate premium is charged for each cycle. The limit also won’t be increased if you have other cycle insurance policies that apply.

If the insured person dies as the result of a covered cycle accident, we will pay the least of the following as a funeral service expenses benefit:
1. $2,000; or
2. the Coverage CC limit of liability stated on the declarations page; or
3. the remaining portion of the Coverage CC limit of liability not expended for other covered medical expenses.

This funeral service expenses benefit does not increase, and will not be paid in addition to, the limits of liability stated on the declarations page for Coverage CC. This benefit is payable to the deceased insured person’s spouse if a resident of the same household at the time of the accident. However, if the deceased is a minor, the benefit is payable to 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, Guest Passenger 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 and Guest Passenger 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 cycle or non-owned cycle, our Medical Payments coverage will be excess over other collectible insurance.

When this coverage applies to a replacement cycle or additional cycle, this policy will not apply if you have other collectible motorcycle 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, on or off of your insured cycle 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 cycle with your permission.

An Insured Cycle Is A Motor Vehicle:
1. described on the declarations page. This includes the cycle you replace it with.
2. you become the owner of during the policy period. This additional cycle will be covered if Allstate insures all other cycles you own. You must, however, tell us within 30 days after you acquire the cycle. You must pay any additional premium.
3. not owned by you or a resident relative, if being temporarily used while your insured cycle is being serviced or repaired, or if your insured cycle is stolen or destroyed. The cycle 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 cycle 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:
1. a motor vehicle which has no bodily injury liability bond or insurance policy in effect at the time of the accident.

2. a motor vehicle covered by a bond or insurance policy which doesn’t provide at least the minimum financial security requirements of the state in which your insured cycle 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 motor 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 cycle under Part 1, Motorcycle Liability Insurance, of this policy.

Definitions
1. “Allstate,” “We,” “Us,” or “Our”—means the Company shown on the declarations page of the policy.


3. “Motorcycle” or “Cycle”—means any motorcycle, motorscooter or moped. Side cars are considered part of a motorcycle if installed by the manufacturer.

4. “Motor Vehicle”—means a land motor vehicle or trailer other than:
   a) a vehicle or other equipment designed for use off public roads, while not on public roads,
   b) a vehicle operated on rails or crawler-treads, or
   c) a vehicle when used as a residence or premises.

5. “Resident”—means a person who physically resides in your household with the intention of continuing residence there. Your unmarried dependent children while temporarily away from home will be considered residents if they intend to resume residing in your household.

6. “You” or “Your”—means the policyholder named on the declarations page and that policyholder’s resident spouse.

Exclusions—What Is Not Covered
This coverage does not apply to:
1. 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, on or off of a cycle 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.

Limits Of Liability
The coverage limit shown on the declarations for:
1. “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.

2. “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 cycle 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
2. 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;
- 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.

**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 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, on or off of your insured cycle 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 cycle with your permission.

**An Insured Cycle Is A Motor Vehicle:**

1. described on the declarations page. This includes the cycle you replace it with.
2. you become the owner of during the policy period. This additional cycle will be covered if Allstate insures all other cycles you own. You must, however, tell us within 30 days after you acquire the cycle. You must pay any additional premium.
3. not owned by you or a resident relative; if being temporarily used while your insured cycle is being serviced or repaired, or if your insured cycle is stolen or destroyed. The cycle 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 vehicle 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 cycle under Part 1, Motorcycle 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
1. “Allstate,” “We,” “Us,” or “Our”—means the Company shown on the declarations page of the policy.
3. “Motorcycle” or “Cycle”—means any motorcycle, motorscooter or moped. Side cars are considered part of a motorcycle if installed by the manufacturer.
4. “Motor Vehicle”—means a land motor vehicle or trailer other than:
   a) a vehicle or other equipment designed for use off public roads, while not on public roads,
   b) a vehicle operated on rails or crawler-treads, or
   c) a vehicle when used as a residence or premises.

5. “Resident”—means a person who physically resides in your household with the intention of continuing residence there. Your unmarried dependent children while temporarily away from home will be considered residents if they intend to resume residing in your household.

6. “You” or “Your”—means the policyholder named on the declarations page and that policyholder’s resident spouse.

Exclusions—What Is Not Covered
This coverage does not apply to:
1. 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, on or off of, a cycle 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:
1. “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.
2. “each accident” is the total limit for all damages arising out of bodily injury to two or more persons in any one cycle 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:
1. premiums paid;
2. premiums shown on the declarations page;
3. claims made;
4. vehicles or persons shown on the declarations page; or
5. vehicles involved in the accident.
The Underinsured Motorists Coverage limits apply to each insured cycle 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, on or off of a cycle 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 insurance 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;

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.

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 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 Motorcycle**

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

**Motorcycle Collision Insurance—Coverage DD**

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

**Allstate** will also pay for direct and accidental loss to any motorcycle helmets worn by **you** or any passenger on **your** cycle at the time of the collision. The damage to the helmet must occur as a direct result of the collision, and the helmet must be made available for **our** inspection.

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

1. The actual cash value of the helmet at the time of the loss;
2. The cost to repair the helmet;
3. The difference between the value of the helmet prior to the collision and immediately following the collision;
4. $250 per helmet.

**Motorcycle Comprehensive Insurance—Coverage HH**

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

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

**Towing And Labor Costs—Coverage JJ**

**Allstate** will pay costs for labor done at the initial place of disablement of **your** insured cycle or a non-owned cycle. **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 an automobile from a rental agency or garage. **We** will not pay more than the dollar amount per day, shown on the declarations page. **We** won’t pay mileage charges.
If your insured cycle 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 cycle 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 cycle is taken to the garage for repairs.

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

**Optional Or Added Equipment—Coverage OE**

Allstate will pay for loss to any optional or added equipment which is not included as standard equipment or is not permanently installed by the manufacturer of your cycle. Optional or added equipment includes, but is not limited to, specially installed sound systems; crash bars; custom seats; sissy bars; windshields; fairings; saddle bags; tank bags; trunk and luggage racks; custom light bars; and custom exhaust systems.

The total limit of our liability for each loss will be the lesser of the following amounts:
1. The amount shown on the declarations page for Coverage OE; or
2. The cost to repair or replace the stolen or damaged property with other of like kind and quality.

Coverage OE applies only if comprehensive coverage is in effect under this policy.

**Additional Payments Allstate Will Make**

1. **Allstate** will pay up to $200 for loss of clothing and personal luggage, including its contents, belonging to you or a resident relative while it is in or upon your insured cycle. This coverage applies only when:
   a) the loss is caused by collision and you have purchased collision insurance.
   b) the entire cycle is stolen, and you have purchased comprehensive insurance.
   c) physical damage is done to the cycle and to the clothing and luggage caused by earthquake, explosion, falling objects, fire, lightning, or flood and you have purchased comprehensive insurance.

2. **Allstate** will repay you up to $10 for the cost of transportation from the place of theft of your insured cycle or disablement of the cycle to your destination, if
   a) the entire cycle is stolen and you have comprehensive coverage under this policy.
   b) the cycle is disabled by a collision or comprehensive loss, and you have the coverage under this policy applicable to the loss.

3. If you have 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 cycle is stolen. This coverage begins 48 hours after you report the theft to us, and ends when we offer settlement or your cycle is returned to use.

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

**Insured Cycles**

1. Any cycle described on the declarations page. This includes the cycle 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 cycle.

2. An additional cycle you become the owner of during the policy period. This cycle will be covered if **Allstate** insures all other cycles you own. You must, however, tell us within 30 days of acquiring the cycle. You must pay any additional premium. Coverage will not continue after 30 days if we are not notified of the additional cycle.

3. A substitute cycle, not owned by you or a resident, temporarily used with the permission of the owner while your insured cycle is being serviced or repaired, or if your insured cycle is stolen or destroyed.

4. A non-owned cycle used by you or a resident relative with the owner’s permission. This cycle must not be available or furnished for the regular use of you or any resident.
5. A trailer while attached to an insured cycle. This trailer must be designed for use with a cycle.

Definitions
1. “Allstate,” “We,” “Us,” or “Our”—means the company shown on the declarations page of the policy.
2. “Motorcycle” or “Cycle”—means any motorcycle, motorscooter or moped. Side cars are considered part of a motorcycle if installed by the manufacturer.
3. “Passenger”—means any person, other than the driver of your cycle, while such person is occupying your cycle or in a side car attached to your cycle.
4. “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.
5. “Sound System”—means any device within the insured cycle designed for:
   a) voice or video transmission, or for voice, video or radar signal reception; or
   b) recording or playing back recorded material; or
   c) supplying power to cellular or similar telephone equipment,
   and which is installed in a location other than the one designed by the cycle’s manufacturer for that device.
6. “You” or “Your”—means the policyholder named on the declarations page and that policyholder’s resident spouse.

Exclusions—What Is Not Covered
These coverages don’t apply to:
1. loss caused intentionally by, or at the direction of, an insured person.
2. 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.
3. any cycle used for the transportation of people or property for a fee. This exclusion does not apply to shared-expense car pools.
4. any damage or loss resulting from any act of war, insurrection, rebellion or revolution.
5. loss to any non-owned cycle used in business operations such as repairing, servicing, testing, washing, parking, storing or selling of cycles 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 cycle. Coverage under this Part also will not apply to any apparatus in or on the cycle designed for use with that system. This exclusion will not apply to a sound system covered under Coverage HH. Specially installed sound systems will be covered if you have purchased coverage for your sound system under Coverage OE.
10. loss to any tapes or similar items used with any cycle sound system.
11. loss arising out of any prearranged or organized racing or speed contest or in practice or preparation for any contest of this type.
12. loss to any optional or added equipment not included as standard equipment or not permanently installed by the manufacturer of your cycle. This exclusion does not apply if you have purchased Coverage OE for this equipment under this policy.

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 cycle 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. The limit for loss to any covered trailer not described on the declarations page is $500.

A cycle and attached trailer are considered separate cycles, 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 cycle or non-owned cycle, we will pay only after all other collectible insurance has been exhausted.

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

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

**Action Against Allstate**

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

**Subrogation Rights**

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

**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:

1. 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 its 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

1. As soon as possible, any person making claim must give us written proof of loss. It must include all details reasonably required by us. We have the right to inspect the damaged property. We may require any person making claim to file with us a sworn proof of loss. We may also require that person to submit to examinations under oath.

2. Protect the cycle from further loss. We will pay reasonable expenses to guard against further loss. If you don’t protect the cycle, further loss is not covered.

3. Report all theft losses promptly to the police.