

Motorcycle Policy

AIU342

Policy number

Policy effective

Policyholders

Your Allstate agency is

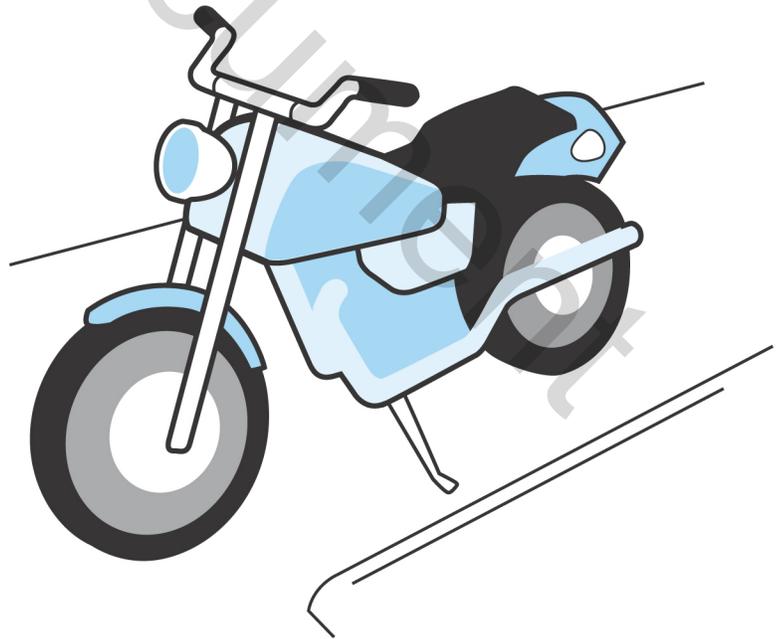


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Motorcycle Policy
Policy number:
Policy effective date:
Your Allstate agency is



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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.
2. **"Bodily Injury"**—means bodily injury, sickness, disease or death.
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 for **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:

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

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

Action Against Allstate

No insured person may sue **us** under this coverage unless there is full compliance with all 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.
2. "**Bodily Injury**"—means bodily injury, sickness, disease or death.
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

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

1. **you** or a **resident** relative while in, on, 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, on, 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.



- 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.
- 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.
- 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.
- a **motor vehicle** for which the insurer denies coverage, or the insurer becomes insolvent.
- 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:

- a **motor vehicle** that is lawfully self-insured.
- a **motor vehicle** defined as an insured **cycle** under Part 1, Motorcycle Liability Insurance, of this policy.

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.
- "Motorcycle" or "Cycle"**—means any **motorcycle**, motorscooter or moped. Side cars are considered part of a **motorcycle** if installed by the manufacturer.
- "Motor Vehicle"**—means a land **motor vehicle** or trailer other than:
 - 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
 - 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 uninsured motorist without **our** written consent. This will include any payment made by any person on behalf of the uninsured motorist.
- 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.
- 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**.
- "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.
2. **"Bodily Injury"**—means bodily injury, sickness, disease or death.
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.

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



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 **you** 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 **you** 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.

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



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



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

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.