# Motorcycle Policy

**Policy number:**

**Policy effective date:**

Your Allstate agency is

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GENERAL PROVISIONS
The following provisions apply to all parts of the policy except where otherwise noted.

Insuring Agreement
This policy is a legal contract between you and us. A coverage applies only when a premium for it is shown on the Policy Declarations. If more than one cycle is insured, premiums will be shown for each cycle. If you pay the premiums when due and comply with the policy terms, we, relying on the information you have given us, make the following agreements with you.

The terms of this policy impose joint obligations on persons defined in applicable sections of this policy as insured person(s). This means that the responsibilities, acts and omissions of a person defined as an insured person will be binding upon other person(s) defined as insured person(s).

When And Where The Policy Applies
Your policy applies only during the policy period. During this time, it applies to covered losses to an insured 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 Policy Declarations.

Conformity To State Statutes
When any policy provision is 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.

Insurance Coverage In Mexico
Prior to entering and driving in Mexico, you must check with the appropriate Mexican authorities regarding insurance requirements.

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

In some cases, part or all of 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 coverage for your cycle from a licensed Mexican insurance company before driving into Mexico.

However, when possible, protection will be afforded for those coverages for which a premium is shown on the Policy Declarations for an insured cycle while that insured 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 an insured cycle or replacement of any part(s) while an insured cycle is in Mexico, the basis for adjustment of the claim will be as follows: Any amount payable resulting from any covered loss or damage occurring in Mexico shall be payable in the United States. We will not be liable for more than the cost of having the repairs made or parts replaced at the nearest point in the United States where repairs or replacements can be performed. The costs for towing, transportation, and salvage operations of an insured cycle while within Mexico are not covered under this policy.

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

Changes which result in a premium adjustment are contained in our rules. These include, but are not limited to:
1. cycles insured by the policy, including changes in use;
2. drivers residing in your household, their ages or marital status;
3. coverages or coverage limits;
4. rating territory; and
5. discount or surcharge applicability.

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

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

**Duty To Report Policy Changes**

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

You must notify us within 30 days when you acquire an additional cycle or replacement cycle. If you don’t, certain coverages of this policy may not apply.

When you acquire an additional cycle, it will be covered by us for 30 days immediately after you acquire ownership. We will provide this coverage only if no other insurance policy provides coverage for this cycle and you pay the additional premium.

Coverage will be continued beyond this 30 day period only if:

1. you ask us to continue coverage within 30 days after you acquire the cycle;
2. we agree to continue coverage for this additional cycle; and
3. you pay the additional premium.

**Notice**

Your notice to an authorized representative shall be deemed to be notice to us.

**What To Do If There Is A Loss**

1. If an insured person has an accident involving an insured cycle, we or one of our authorized representatives must be informed as soon as possible of all details. As soon as possible, any person making a claim must give us written proof of loss, including all details we may need to determine the amounts payable.
2. We may require any person making a claim to file with us a sworn proof of loss. We may also require that person to submit to examinations under oath, separately and apart from others, and to sign the transcript.
3. If an insured person is sued as the result of a cycle accident, we must be informed immediately.
4. You must allow us to inspect any damaged property.
5. You must 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.
6. You must report all theft losses as soon as possible to the police.
7. Any insured person may be required to undergo 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.

**Assistance And Cooperation**

An insured person must cooperate with us in the investigation, settlement and defense of any claim or lawsuit. If we ask, that person must also help us obtain payment from anyone who may be jointly responsible.

If an insured person voluntarily takes any action or makes any payments other than for covered expenses for bonds or first aid to others, we are not obligated to provide reimbursement for such payments. Under Uninsured Motorist Insurance, we may require an insured person to take proper action to preserve all rights to recover damages from anyone responsible for the bodily injury.

**Subrogation Rights**

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

**Combining Limits Of Two Or More Cycles Prohibited**

(This provision does not apply to Part 3, Section A—Uninsured Motorists Insurance). The coverage limits applicable to any one cycle shown on the Policy Declarations will not be combined with or added to the coverage limits applicable to any other cycle shown on the Policy Declarations or covered by the policy. This is true even though a separate premium is charged for each of those cycles, regardless of the number of:

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

If two or more cycles are shown on the Policy Declarations and one of these cycles is involved in an accident to which coverage applies, the coverage limits shown on the Policy Declarations for the cycle involved will apply. If a covered accident involves a cycle other than one shown on the Policy Declarations, or if an insured person is struck as a pedestrian in a covered accident, the highest coverage limits shown on the Policy Declarations for any one cycle will apply.

Transfer
This policy can’t be transferred to another person or entity without our written consent. However, if you die, this policy will provide coverage until the end of the policy period for your legal representative while acting as such and for persons covered on the date of your death.

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

Conditional Reinstatement
If we mail a cancellation notice because you didn’t pay the required premium when due and you then tender payment by check, draft, or other remittance which is not honored upon presentation, your policy will terminate on the date and time shown on the cancellation notice and any notice we issue which waives the cancellation or reinstates coverage is void. This means that we will not be liable under this policy for claims or damages after the date and time indicated on the cancellation notice.

Fraud Or Misrepresentation
Your policy was issued in reliance on the information you provided on your Motorcycle Insurance Application and is conditioned upon the truthfulness of that information. You agree that if your policy was obtained through material misrepresentation, fraud or concealment of material facts, we may void or rescind your policy. However, we will not void or rescind third party liability coverage for losses occurring before the policy is voided or rescinded due to fraud, misrepresentation or concealment used in the obtaining of the policy.

Cancellation
You may cancel this policy by notifying us of the future date you wish to stop coverage.

Our Right to Cancel:
When this policy has been in effect for less than 60 days and it is not a renewal with us, we may cancel part or all of this policy for any reason by mailing notice to you at least 10 days before the cancellation takes effect.

When this policy has been in effect for 60 days or more or if it is a renewal with us, we may cancel part or all of this policy for one or more of the following reasons:
1. you don’t pay the premium when it’s due; or
2. the policyholder named on the Policy Declarations has had a drivers license suspended or revoked during the policy period.

We will mail notice within the first 59 days that we don’t intend to continue the policy.

If the cancellation is for non-payment of premium, we will mail you notice at least 10 days before the cancellation takes effect. If the cancellation is for any of the other reasons stated above, we will mail notice to you at least 30 days before the cancellation takes effect.

Our mailing the notice of cancellation to you at your last mailing address known to us shall be sufficient proof of receipt of notice. Coverage under this policy will terminate on the effective date and hour stated on the cancellation notice. Your return premium, if any, will be calculated using the rules, rates, and forms in effect, and on file if required, for our use in your state. Any refund will be sent at the time of cancellation or as soon as possible. We will refund amounts under $2.00 only upon your request. However, refund of unearned premium is not a condition of cancellation.

Non-Renewal
If we don’t intend to continue the policy beyond the current policy period, we will mail you notice at least 30 days before the end of the policy period.
Action Against Us
No suit or action may be brought against us unless there has been full compliance with all policy terms and conditions.

Bankruptcy Or Insolvency
The bankruptcy or insolvency of an insured person or that person’s estate will not relieve us of any obligation under the policy.

What Law Will Apply
This policy is issued in accordance with the laws of Missouri and covers property or risks principally located in Missouri. Subject to the following paragraph, any and all claims or disputes in any way related to this policy shall be governed by the laws of Missouri.

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

Where Lawsuits May Be Brought
Subject to the following two paragraphs, any and all lawsuits in any way related to this policy shall be brought, heard, and decided only in a state or federal court located in Missouri. Any and all lawsuits against persons not parties to this policy but involved in the sale, administration, performance, or alleged breach of this policy or involved in any other way with this policy, shall be brought, heard, and decided only in a state or federal court located in Missouri, provided that such persons are subject to or consent to suit in the courts specified in this paragraph.

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

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

Missouri Guaranty Association
Missouri law requires us to inform you that the Missouri Property and Casualty Insurance Guaranty 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 Associations’ obligation includes only the amount of each covered claim which is 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 $25,000.

Definitions Used Throughout The Policy
The following definitions apply throughout the policy unless otherwise indicated. Defined words are printed in bold face type. Additional defined terms that apply to specific policy sections will appear in those policy sections.

1. Additional Cycle means a cycle of which you become the owner during the policy period and:
   a) we insure all other cycles you own;
   b) the newly acquired cycle is not covered under any other insurance policy;
   c) you tell us within 30 days of acquiring the cycle; and
   d) you pay any additional premium.

2. Bodily Injury means physical harm to the body, sickness, disease, or death, but does not include:
   a) any venereal disease;
   b) herpes;
   c) Acquired Immune Deficiency syndrome (AIDS);
   d) AIDS Related Complex (ARC);
   e) Human Immunodeficiency Virus (HIV);
   or any resulting symptom, effect, condition, disease or illness related to a through e. listed above.

3. Insured Cycle means any cycle you own which is described on the Policy Declarations. This also includes:
   a) a replacement cycle;
   b) an additional cycle;
c) a substitute cycle;
d) a non-owned cycle; or
e) a trailer while attached to an insured cycle. The
trailer must be designed specifically for use with that
insured cycle.

This definition of Insured Cycle does not apply to Part 4
of the policy.

4. Cycle means any motorcycle, motor scooter, or moped,
designed for travel on public roads, that has:
a) at least two wheels, but not more than three wheels;
b) completely open-air driver’s seating; and
c) a motorcycle handle-grip steering device.

Side cars are considered part of a motorcycle if it is
original equipment installed by the manufacturer.

5. Non-owned cycle means a cycle used by you or a
resident relative with the owner’s permission but which is not:
a) owned by you or a resident relative; or
b) available or furnished for the regular use of you or a
resident relative.

6. Passenger means any person, other than the driver of an
insured cycle, while such person is occupying an insured
cycle or in a side car attached to an insured cycle.

7. Replacement Cycle means a newly acquired cycle
you own which is a permanent replacement for a
cycle described on the Policy Declarations. You must
notify us within 30 days of acquisition and pay any
additional premium.

If we provide coverage for a replacement cycle under any
Part of this policy, the replacement cycle will have the
same coverage as the cycle it replaced.

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

8. Substitute cycle means a non-owned cycle being
temporarily used by you or a resident relative with the
permission of the owner while your insured cycle is
being serviced or repaired, or if your insured cycle is
stolen or destroyed. A substitute cycle will include an
automobile rented under the terms of Rental
Reimbursement Coverage of Part 4 of the policy.

9. You or Your means the policyholder named on the Policy
Declarations and that policyholder’s resident spouse.

10. We, Us, or Our means the company shown on the
Policy Declarations.

Part 1—Motorcycle Liability Insurance
Bodily Injury Liability Coverage
Property Damage Liability Coverage

General Statement Of Coverage
If a premium is shown on the Policy Declarations for Bodily
Injury Liability Coverage and Property Damage Liability
Coverage, we will pay damages an insured person is legally
obligated to pay because of:
1. bodily injury sustained by others; 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 any punitive or exemplary damages, fines or
penalties under Bodily Injury Liability Coverage or Property
Damage Liability Coverage.

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

Our Right To Appeal
If an insured person or any other insurer elects not to appeal
a judgment, we may do so. We will pay costs and interest
incidental to the appeal. We will not be liable for more than
the limit shown on your Policy Declarations plus the costs
and interest incidental to the appeal.

Additional Payments We Will Make
When we defend an insured person under Part 1, we will pay:
1. up to $200 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 judgment entered against an **insured person**, but only on that part of a judgment entered against an **insured person** which does not exceed our limits of liability, until such time as **we** have paid, formally offered, or conditionally or unconditionally deposited in court, the amount for which **we** are liable under this policy. This means that under no circumstances will **we** pay interest on that part of a judgment entered against an **insured person** which exceeds our stated limits of liability.

4. premiums on appeal bonds and on bonds to release attachments, but not in excess of our limit of liability. **We** have no obligation, however, to apply for or furnish these bonds.

**We** will repay an **insured person** for:

1. the cost of any bail bonds required due to an accident or traffic law violation involving the use of an **insured cycle**. **We** won’t pay more than $300 per bond. **We** have no obligation to apply for or furnish these bonds.

2. reasonable expenses incurred by an **insured person** for first aid to others at the time of an accident involving an **insured cycle**.

### Additional Definition For Part 1

**Insured Person(s)** means:

1. While using an **insured cycle**, other than a non-owned cycle:
   a) **you**,
   b) any resident relative, and
e) any other person using it with your permission.

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

### Exclusions—What Is Not Covered

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

1. **bodily injury** or property damage arising out of the use of an **insured cycle** while used to carry persons or property for a charge, or the use of any cycle an **insured person** is driving while available for hire by the public. This exclusion does not apply to ride-share arrangements. This exclusion also does not apply to the use of an **insured cycle** for charitable events.

2. **bodily injury** or property damage arising out of business operations such as repairing, servicing, testing, washing, parking, storing, or selling of motor 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 or cycle trailer **you** do not own 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 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, disability law, or similar law.

5. **bodily injury** to a co-worker injured in the course of employment. This exclusion does not apply to **you**.

6. **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.

7. damage to or destruction of property an **insured person** owns, transports, is in charge of, or rents. A cycle operated by an **insured person** is considered to be property in charge of an **insured person**. However, this exclusion does not apply to:
   a) a rented residence or a rented garage damaged by an **insured cycle**;
   b) property damage to another **insured cycle**.

8. **bodily injury** or property damage intended by, or reasonably expected to result from, the intentional or criminal acts or omissions of an **insured person**. This exclusion applies even if:
   a) such **insured person** lacks the mental capacity to control or govern his or her conduct;
   b) such **insured person** is temporarily insane or temporarily lacks the mental capacity to control or
govern his or her conduct or is temporarily unable to form any intent to cause bodily injury or property damage;

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

d) such bodily injury or property damage is sustained by a different person than intended or reasonably expected.

This exclusion applies regardless of whether an insured person is actually charged with, or convicted of, a crime.

This exclusion precludes coverage for any insured person(s) under the policy regardless of whether the person seeking coverage participated in any way in the intentional or criminal acts or omissions.

9. bodily injury or property damage also covered under nuclear energy liability insurance. This applies even if the limits of that insurance are exhausted.

10. Liability from or as a consequence of the following whether controlled or uncontrolled or however caused:
    a) nuclear reaction;
    b) radiation;
    c) radioactive contamination.

11. bodily injury or property damage arising out of the participation in any prearranged, organized or spontaneous:
    a) racing contest;
    b) speed contest;
    c) demolition contest;
    d) stunt contest;
    e) off road contest;
    f) cycle performance, maneuvering, or endurance contest; or
    in practice or preparation for any contest of this type.

12. any liability assumed by an insured person under any contract or agreement.

13. bodily injury or property damage resulting from the ownership, maintenance or use, loading or unloading of the insured cycle by any person as an employee of the United States government, while acting within the scope of such employment. This exclusion applies only if the provisions of the Federal Tort Claims Act, as amended, require the Attorney General of the United States to defend that person in any civil action or proceeding which may be brought for the bodily injury or property damage.

14. bodily injury or property damage arising out of the use of an insured cycle while leased or rented to others. However this exclusion does not apply to the operation of an insured cycle by you or a resident relative.

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

Limits Of Liability
The limits shown on the Policy Declarations are the maximum we will pay for any single accident involving an insured cycle. The limit stated for each person for bodily injury is our total limit of liability for damages because of bodily injury sustained by one person in any single accident involving an insured cycle, including damages sustained by anyone else as a result of that bodily injury. Subject to the limit for each person, the limit stated for each accident is our total limit of liability for damages for bodily injury sustained by two or more persons in any single accident involving an insured 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.

This applies regardless of the number of:
1. policies involved;
2. vehicles involved;
3. insured persons;
4. claims made;
5. vehicles or premiums shown on the Policy Declarations; or
6. premiums paid.

THIS MEANS THAT NO STACKING OR AGGREGATION OF ANY MOTORCYCLE LIABILITY INSURANCE—BODILY INJURY AND PROPERTY DAMAGE WHATSOEVER WILL BE ALLOWED BY THIS POLICY.

If none of the cycles shown on the Policy Declarations is involved in the accident, the highest limit of liability shown on the Policy Declarations for any one cycle will apply.
A cycle and attached trailer are considered one cycle.

**Non-Duplication Of Benefits**
There will be no duplication of payments made under the Bodily Injury, Liability Motorcycle Medical Payments, and Uninsured Motorists Coverages of this policy.

**If There Is Other 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.

If an insured person is using a substitute cycle or non-owned cycle, our liability insurance will be excess over other collectible insurance. However, if an insured person is operating an insured cycle which is owned by a person, firm, or corporation in the business of selling, leasing, repairing, servicing, delivering, testing, road testing, parking, or storing motor vehicles, our liability insurance will apply on a primary basis.

**Action Against Us**
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.

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

We will provide 10 days written notice to an additional interested party if we cancel or make any change to this policy which adversely affects that party’s interest. Our notice will be considered properly given if mailed to the additional interested party’s address shown on the Policy Declarations.

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

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**Part 2—Motorcycle Medical Payments**

**General Statement Of Coverage**
If a premium is shown on the Policy Declarations for Motorcycle Medical Payments, we will pay to or on behalf of an insured person all reasonable expenses actually incurred for necessary medical treatment, medical services or medical products actually provided to the insured person by a state licensed health care provider. Ambulance, hospital, medical, surgical, X-ray, dental, orthopedic and prosthetic devices, professional nursing services, pharmaceuticals, eyeglasses, hearing aids, funeral service expenses are also covered. Payments will be made only when bodily injury is caused by a motor vehicle accident.

The treatment, services, or products must be rendered within one year of the date of the accident. This will be extended to five years if the amount of insurance shown on the Policy Declarations for this coverage is more than $5,000.

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

**Additional Definitions For Part 2**

1. **Insured Person(s)** means:
   a) you and any resident relative who sustains bodily injury while in, on, getting into or out of, or getting on or off of, or when struck as a pedestrian by, a motor vehicle or trailer. The use of a non-owned cycle must be with the owner’s permission.
   b) any other person who sustains bodily injury while in, on, or getting on or off of:
      i) an insured cycle, other than a non-owned cycle, while being used by you, a resident relative, or any other person with your permission.
      ii) a non-owned cycle or trailer if the injury results from the operation or occupancy by you, your private chauffeur or domestic servant on your behalf, or a resident relative.
      iii) your insured cycle while a passenger on your cycle.

2. **Motor Vehicle** means a land motor vehicle designed for use on public roads.

**Exclusions—What Is Not Covered**
This coverage does not apply to bodily injury:
1. intended by, or reasonably expected to result from, the intentional or criminal acts or omissions of an insured person. This exclusion applies even if:
   a) such insured person lacks the mental capacity to control or govern his or her conduct;
   b) such insured person is temporarily insane or temporarily lacks the mental capacity to control or govern his or her conduct or is temporarily unable to form any intent to cause bodily injury;
   c) such bodily injury is of a different kind or degree than intended or reasonably expected; or
   d) such bodily injury is sustained by a different person than intended or reasonably expected.

This exclusion applies regardless of whether an insured person is actually charged with, or convicted of, a crime.

This exclusion precludes coverage for any insured persons under the policy regardless of whether the person seeking coverage participated in any way in the intentional or criminal acts or omissions.

2. to you or a resident relative while in, on, getting into or out of, or getting on or off of, a cycle owned by you or a resident relative which is not insured for this coverage under this policy.

3. to you or a resident relative while in, on, getting on or off, or into or out of, or struck as a pedestrian by:
   a) a vehicle operated on rails or crawler-treads, or
   b) a vehicle or other equipment designed for use off public roads, while not on public roads.

4. to any person while in, on, getting on or off, or into or out of:
   a) a cycle owned by you or a resident relative while available for hire to the public. This exclusion does not apply to ride-share arrangements. This exclusion also does not apply to the use of an insured cycle for charitable events.
   b) a cycle or trailer while used as a residence or premises.

5. to any person, other than you or a resident relative, while using a motor vehicle you or your resident relative do not own or which is not available or furnished for the regular use of you or your resident relative:
   a) which is available for hire by the public, or
   b) in business operations such as repairing, servicing, testing, washing, parking, storing or selling of motor vehicles.

Coverage is provided for you, your private chauffeur or domestic servant while using an insured cycle or trailer in any other business or occupation.

6. caused by war or warlike acts, including, but not limited to, insurrection, rebellion, or revolution.

7. arising out of the participation in any prearranged, organized or spontaneous:
   a) racing contest;
   b) speed contest;
   c) demolition contest;
   d) stunt contest;
   e) off road contest;
   f) cycle performance, maneuvering, or endurance contest; or

   in practice or preparation for any contest of this type.

8. to any person or dependent of a person to the extent that such person or dependent is eligible to receive benefits provided by the U.S. government under a contract of employment, including past or present military duty.

   We will reimburse the U.S. government, as required in Chapter 55 of Title 10 of the U.S. Code, for expenses covered under this part of the policy when it incurs such expense on behalf of an insured person through a facility of the uniformed services.

9. also covered under nuclear energy liability insurance. This applies even if the limits of that insurance are exhausted.

10. as a consequence of the following whether controlled or uncontrolled or however caused:
    a) nuclear reaction;
    b) radiation; or
    c) radioactive contamination.

Limits Of Liability
The limit shown on the Policy Declarations for Motorcycle Medical Payments is the maximum we will pay for all expenses incurred by or for each person as a result of any one motor vehicle accident.

The Motorcycle Medical Payments coverage limit of liability shown on the Policy Declarations may not be added to the limit(s) for similar coverage applying to other motor vehicles to determine the limit of insurance coverage available. This applies regardless of the number of:
1. policies involved;
2. vehicles involved;
3. insured persons;
4. claims made;
5. vehicles or premiums shown on the Policy Declarations; or
6. premiums paid.

THIS MEANS THAT NO STACKING OR AGGREGATION OF MOTORCYCLE MEDICAL PAYMENTS WHATSOEVER WILL BE ALLOWED BY THIS POLICY.

If none of the cycles shown on the Policy Declarations is involved in the accident, the highest limit of liability shown on the Policy Declarations for any one cycle will apply. If an insured person dies as the result of a covered motor vehicle or trailer accident we will pay the least of the following as a funeral service expenses benefit:

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

This funeral service expenses benefit does not increase, and will not be paid in addition to, the limits of liability stated on the Policy Declarations for Motorcycle Medical Payments coverage. This benefit is payable to the deceased insured person's spouse if a resident of the same household at the time of the accident. However, if the deceased is a minor, the benefit is payable to any parent who is a resident of the same household at the time of the accident. In all other cases, the benefit is payable to the deceased insured person's estate.

Motorcycle Medical Payments coverage amounts payable, other than funeral service expenses benefits, will be reduced by:

1. amounts payable under any workers' compensation law or any similar law.
2. amounts received from others, whether insured under this or any other insurance policy, including their insurers, who may be legally responsible for the injuries.

This reduction applies only to amounts that are a duplication of payment for the same loss.

3. amounts of other similar, collectible medical insurance benefits available to an insured person.
4. amounts payable under the underinsured motorists insurance of this policy, or any other similar underinsured motorists coverage.

Non-Duplication Of Benefits
There will be no duplication of payments made under the Bodily Injury Liability Coverage, Uninsured Motorists Insurance, and Motorcycle 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. Any damages payable under the Bodily Injury Liability Coverage or Uninsured Motorists Insurance of this policy will be reduced by that amount.

Unreasonable Or Unnecessary Medical Expenses
If an insured person incurs medical expenses which we deem to be unreasonable or unnecessary, we may refuse to pay for those medical expenses and contest them.

If an insured person is sued by a medical services provider because we refuse to pay medical expenses which we deem to be unreasonable or unnecessary, we will pay defense costs and any resulting judgment against the insured person. We will choose the counsel. An insured person must cooperate with us in the defense of any claim or lawsuit. If we ask an insured person to attend hearings or trials, we will pay up to $200 per day for the loss of wages or salary. We will also pay other reasonable expenses incurred at our request.

No insured person may sue us for medical expenses we deem unreasonable or unnecessary unless:

1. the insured person has paid the entire disputed amount to the medical services provider; or
2. the medical services provider has expressly threatened or initiated collection activity toward an insured person.

No suit or action may be brought against us unless there has been full compliance with all policy terms and conditions.

If There Is Other Insurance
When this coverage applies to a substitute cycle or non-owned cycle, we will pay only after all other collectible insurance has been exhausted. When this...
coverage applies to a replacement cycle or additional cycle, this policy will not apply if you have other collectible motor vehicle medical insurance.

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

Part 3—Uninsured Motorists Insurance

Underinsured Motorists Insurance

Section 1—Uninsured Motorists Insurance

General Statement Of Coverage
If a premium is shown on the Policy Declarations for Uninsured Motorists Insurance, we will pay 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.

The bodily injury must be caused by accident and arise out to the ownership, maintenance, or use of an uninsured motor vehicle. We will not pay any punitive or exemplary damages, fines or penalties under Uninsured Motorists Insurance.

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, other than us under this or any other policy, denies coverage or becomes insolvent.
4. a hit-and-run motor vehicle which causes bodily injury to an insured person, whether or not physical contact was made with the insured person or with a vehicle occupied by that person. The identity of the operator and the owner of the vehicle must be unknown. The accident must be reported within 24 hours to the proper authorities. We must be notified within 30 days. If the insured person was occupying a vehicle at the time of the accident, we have a right to inspect it.

Exclusions—What Is Not Covered
We will not pay any damages an insured person is legally entitled to recover because of:
1. bodily injury arising out of the use of an insured cycle while used to carry persons or property for a charge, or the use of any motor vehicle an insured person is driving while available for hire by the public. This exclusion does not apply to share-ride arrangements. This exclusion does not apply to bodily injury caused by the use of an insured cycle for charitable events.
2. bodily injury arising out of the participation in any prearranged, organized or spontaneous:
   a) racing contest;
   b) speed contest;
   c) demolition contest;
   d) stunt contest;
   e) off road contest;
f) **cycle** performance, maneuvering, or endurance contest; or

in practice or preparation for any contest of this type.

3. **bodily injury** to any person, if that person or that person’s legal representative makes a settlement without our written consent. This will include any payment made by any person on behalf of the uninsured motorist.

4. **bodily injury** while in, on, getting into or out of, on or off of a **cycle** which you own which is insured for this coverage under another policy. This exclusion does not apply to you or resident relatives.

### Limits Of Liability

The coverage limit shown on the Policy Declarations for:

1. “each person” is the maximum that we will pay 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 maximum we will pay for all damages arising out of **bodily injury** in any one **motor vehicle** accident. This limit is subject to the limit for “each person”.

The Uninsured Motorists Coverage limits apply to each **insured cycle** as shown on the Policy Declarations.

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

Damages payable under Uninsured Motorists Insurance shall be reduced by all amounts paid or payable by or on behalf of any person or organization that may be legally responsible for the **bodily injury** for which the payment is made, including, but not limited to, any amounts paid under the bodily injury liability coverage of this or any other insurance policy, but this does not include any amounts paid or payable under:

1. Motorcycle Medical Payments Coverage, Part 2; or

2. Any workers’ compensation law, disability benefits 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 motorist insurance, including approved plans of self-insurance.

### Trust Agreement

When we pay any person under this coverage:

1. we are entitled to repayment of amounts paid by us and related collection expenses out of the proceeds of any settlement or judgment that person recovers from any responsible party or insurer.

2. all rights of recovery against any responsible party or insurer must be maintained and preserved for our benefit.

3. **insured persons**, if we ask, must take proper action in their own name to recover damages from any responsible party or insurer. We will select the attorney, and 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 Us

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

### Actions Against Us

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

If, at any time before we pay for the loss, an **insured person** institutes a suit against anyone believed responsible for the accident, we must be given a copy of the summons and complaint or other process. If a suit is brought without our written consent, we aren’t bound by any resulting judgement.

### Section 2—Underinsured Motorists Insurance

#### General Statement Of Coverage

If a premium is shown on the Policy Declarations for Underinsured Motorists Insurance, we will pay 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**.

The **bodily injury** must be caused by accident and arise out of the ownership, maintenance, or use of an underinsured **motor vehicle**.
vehicle. We will not pay any punitive or exemplary damages, fines or penalties under Underinsured Motorists Insurance.

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 which is insured for Liability Coverage under Part 1 of this policy.
3. an uninsured motor vehicle.
4. a motor vehicle owned by any federal, state or local government or agency.

Additional Definitions For Part 3, Section 2
1. Insured Person(s) means:
   a) you or any resident relative.
   b) any person while in, on, getting into or out of, or getting on or off, an insured cycle, with your permission.
   c) 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.

2. 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.

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, getting on or off of, a vehicle 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.
4. bodily injury arising out of the use of an insured cycle while used to carry persons or property for a charge, or the use of any motor vehicle an insured person is driving while available for hire by the public. This exclusion does not apply to shared-expense car pools.
5. bodily injury arising out of the participation in any prearranged, organized or spontaneous:
   a) racing contest;
   b) speed contest;
   c) demolition contest;
   d) stunt contest;
   e) off road contest;
   f) cycle performance, maneuvering, or endurance contest; or
   in practice or preparation for any contest of this type.

Limits Of Liability
The coverage limit shown on the Policy Declarations for:
1. “each person” is the maximum that we will pay for 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 maximum we will pay for all damages arising out of bodily injury in any one motor vehicle accident. This limit is subject to the limit for “each person.”

These limits are the maximum we will pay for any one motor vehicle accident regardless of the number of:
1. premiums paid;
2. premiums shown on the Policy Declarations;
3. claims made;
4. vehicles or persons shown on the Policy Declarations; or
5. vehicles involved in the accident.

THIS MEANS THAT NO STACKING OR AGGREGATION OF UNDERINSURED MOTORISTS INSURANCE WHATSOEVER WILL BE ALLOWED BY THIS POLICY.
The Underinsured Motorists Coverage limits apply to each insured cycle as shown on the Policy Declarations.

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 Underinsured Motorists Insurance 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.

Non-Duplication Of Benefits
No injured person will recover duplicate benefits for the same elements of loss under this or any other underinsured motorist insurance, including approved plans of self-insurance.

If There Is Other Insurance
If the insured person was in, on, getting into or out of, or on or off of, a vehicle which is insured for underinsured motorists or similar type coverage under another policy, coverage under Underinsured Motorists Coverage, Part 3, Section 2 of this policy, 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. This will apply no matter how many autos or auto policies may be involved whether written by us or another company. We will bear our proportionate share with other underinsured motorists coverage.

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, except for the amount which is in excess of the limits of liability of the policy of the insolvent insurer.

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

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

If, at any time before we pay for the loss, an insured person institutes a suit against anyone believed responsible for the accident, we must be given a copy of the summons and complaint or other process. If a suit is brought without our written consent, we aren't bound by any resulting judgment.

If We Cannot Agree
If the insured person and we don't agree on that person's right to receive damages or on the amount, then upon mutual consent, the disagreement will be settled by arbitration. If the insured person and we do not agree to arbitrate, then the disagreement will be resolved in a court of competent jurisdiction. The arbitrators will not have the power to decide any dispute regarding the nature or the amount of coverage provided by the policy or claims for damages outside the terms of the policy, including, but not limited to, claims for bad faith, fraud, misrepresentation, punitive or exemplary damages, attorney fees and/or interest. Arbitration will take place under the rules of the American Arbitration Association.

If either party objects to the use of the rules of the American Arbitration Association, the following alternative method of arbitration will be used. 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 agreement 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 expenses 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 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**

Other information applicable to all these coverages appears after all the coverage descriptions.

**Motorcycle Collision Insurance**
If a premium is shown on the Policy Declarations for Motorcycle Collision Insurance, we will pay for direct and accidental loss to an insured cycle (including insured loss to an attached trailer) from a collision with another object or by upset of that cycle or trailer.

For no additional charge, we will pay for direct and accidental loss to any motorcycle helmets worn by you or any passenger on your cycle at the time of a 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. $500 per helmet.

**Motorcycle Comprehensive Insurance**
If a premium is shown on the Policy Declarations for Motorcycle Comprehensive Insurance, we will pay for direct and accidental loss to an insured 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. Plastic or other materials used by the manufacturer as substitutes for glass will also be considered glass.

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

**Towing And Labor Costs Coverage**
If a premium is shown on the Policy Declarations for Towing and Labor Costs, we will pay costs for labor performed at the initial place of disablement and for towing made necessary by the disablement. The total limit of our liability for towing and labor caused by a single loss is shown on the Policy Declarations.

**Lease Or Loan Gap Coverage**
If a premium is shown on the Policy Declarations for Lease or Loan Gap Coverage and the amount you owe at the time of loss under the terms of the lease or loan agreement on your cycle exceeds the actual cash value of the cycle at the time of the loss, then we will pay the difference between these amounts in the event of a total loss due to physical damage or theft of that cycle. We may pay you and the lessor or lienholder named on the Policy Declarations.

Lease Or Loan Gap Coverage applies only if you have both Motorcycle Collision Insurance and Motorcycle Comprehensive Insurance in effect under this policy at the time of the loss and the loss is covered under either coverage. This coverage applies only to the original lease or loan written on your cycle and applies only if your cycle was not previously titled. This coverage applies only if your cycle is described on the Policy Declarations and is three model years old or less as of the date of the loss.
Rental Reimbursement Coverage
If a premium is shown on the Policy Declarations for Rental Reimbursement Coverage, and if you have a covered collision or comprehensive loss that involves a cycle for which this Rental Reimbursement was purchased, we will reimburse 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 Policy Declarations. We won’t pay mileage charges.

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

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
If a premium is shown on the Policy Declarations for Optional or Added Equipment Coverage, we will pay for damage caused by a covered collision or comprehensive loss to any Optional or Added Equipment.

Optional or Added Equipment means any equipment, devices, accessories, enhancements, and changes, other than those that are installed by the original manufacturer as part of the original sale. Optional or Added Equipment includes, but is not limited to, dealer added items as part of the original sale, sound systems, crash bars, custom seats, sissy bars, windshields, fairings, saddle bags, tank bags, trunk and luggage racks, custom light bars, custom exhaust systems, and cycle safety riding apparel, other than helmets.

You must fully disclose to us all Optional or Added Equipment added.

Additional Payments We Will Make
1. We will pay up to $200 for loss of clothing, other than motorcycle safety apparel, 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. We will repay you up to $10 for the cost of transportation from the place of theft of an insured cycle or disablement of the cycle to your destination, if:
   a) the entire cycle is stolen and you have comprehensive insurance 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. We will pay up to $10 a day for loss of use of your insured cycle if the entire insured cycle is stolen, and you have purchased comprehensive insurance.

Payments will begin no later than 48 hours after you have submitted a claim to us for total theft of your insured cycle.

Payments will end when the aggregate amount of payments reaches $300 or when we have extended an offer of settlement, whichever is sooner.

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

Additional Definitions For Part 4
1. For Part 4, Insured Cycle means any cycle you own which is described on the Policy Declarations. This also includes:
   a) a replacement cycle;
   b) an additional cycle;
   c) a substitute cycle;
   d) a trailer while attached to an insured cycle.

The trailer must be designed specifically for use with that insured cycle.

2. Insured Person(s) means, while using an insured cycle:
   a) you,
   b) any resident relative, and
   c) any other person using it with your permission.
3. **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 not standard equipment or is not permanently installed by the original manufacturer of your **cycle** as part of the original sale.

4. **Custom Parts or Equipment** means equipment, devices, accessories, enhancements, and changes, other than those offered by the manufacturer of the **cycle** specifically for that model, or installed by the auto dealership when new as part of the original sale, which alter the appearance or performance of a **cycle**. This does not include items covered under Sound System Coverage.

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**Exclusions—What Is Not Covered**

The coverages in Part 4 don’t apply to:

1. property damage intended by, or reasonably expected to result from, the intentional or criminal acts or omissions of an **insured person**. This exclusion applies even if:
   a) such **insured person** lacks the mental capacity to control or govern his or her conduct;
   b) such **insured person** is temporarily insane or temporarily lacks the mental capacity to control or govern his or her conduct or is temporarily unable to form any intent to cause property damage;
   c) such property damage is of a different kind or degree than intended or reasonably expected; or
   d) such property damage is sustained by a different person than intended or reasonably expected.

   This exclusion applies regardless of whether an **insured person** is actually charged with, or convicted of, a crime.

   This exclusion precludes coverage for any **insured persons** under the policy regardless of whether the person seeking coverage participated in any way in the intentional or criminal acts or omissions.

2. any **cycle** used for the transportation of people or property for a fee. This exclusion does not apply to ride-share arrangements. This exclusion also does not apply to the use of an **insured cycle** for charitable events.

3. any damage or loss resulting from war or warlike acts, including, but not limited to any insurrection, rebellion, or revolution.

4. loss due to radioactive contamination.

5. any damage resulting from:
   a) wear and tear;
   b) freezing; or
   c) mechanical or electrical breakdown;

   unless the damage is the burning of wires used to connect electrical components, or the result of other loss covered by this policy,

6. 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.

7. loss, other than collision, to any **insured cycle sound system**, including any apparatus in or on the **cycle** designed for use with that system.

   This exclusion will not apply if you have purchased additional coverage for your **sound system** under Optional or Added Equipment Coverage.

8. loss, other than collision, to any tapes, compact discs, or similar items used with any **insured cycle sound system**.

9. loss to any optional or added equipment not included as standard equipment by the manufacturer of your **cycle** as part of the original sale. This exclusion does not apply if you have purchased Optional or Added Equipment Coverage for this equipment under this policy.

10. loss or damage arising out of the participation in any prearranged, organized or spontaneous:
   a) racing contest;
   b) speed contest;
   c) demolition contest;
   d) stunt contest;
   e) off road contest;
   f) **cycle** performance, maneuvering, or endurance contest; or

   in practice or preparation for any contest of this type.

11. loss which results from the bankruptcy, insolvency, or fraudulent activity of any person who has possession of your **insured cycle** for the purpose of a consignment sale.
12. Loss due to seizure, confiscation or taking away by any means, with or without your cooperation, of any cycle by any policy or governmental agency, body, or authority, for any reason whatsoever. This exclusion applies whether or not you are or were a bona fide purchaser in good faith of the cycle.

13. Loss due to conversion or embezzlement by any person who has the cycle due to any rental, lease, lien or sales agreement.

14. Any device that is designed for the detection of radar or laser.

15. Loss to any custom parts or equipment designed for racing which is installed in or upon your insured auto. This includes, but is not limited to, nitrous oxide systems, roll cages, and air intake modification.

Right To Appraisal
Both you and we have a right to demand an appraisal of the loss. Each will appoint and pay a qualified appraiser. Other appraisal expenses will be shared equally. Each appraiser will state the actual cash value and the amount of loss. If they disagree, the two appraisers, or a judge of a court of record, will select an umpire. A written agreement by any two of these three persons will determine the amount of the loss.

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

Limits Of Liability
This clause applies to all Part 4 coverages except motorcycle helmet coverage and Lease or Loan Gap Coverage.

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

Any applicable deductible amount is then subtracted.

If we, at our option, elect to pay for the cost to repair or replace the property or part, our liability does not include any decrease in the property’s value, however measured, resulting from the loss and/or repair or replacement.

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

A cycle and attached trailer are considered separate cycles for this Part 4 and you must pay the deductible, if any, on each.

When more than one coverage under this Part 4 of the policy is applicable to the loss, you may recover under the broadest coverage but not both.

Limits Of Liability Under Lease or Loan Gap Coverage
Our limit of liability with respect to Lease Or Loan Gap Coverage, when purchased and applicable to the loss, is the difference between the amount you owe at the time of loss under the terms of the lease or loan agreement to which the cycle is subject and the actual cash value of the cycle at the time of loss. Any amount payable under Lease Or Loan Gap Coverage will be reduced by:
1. Overdue loan or lease payments and the financial penalties associated with those overdue payments;
2. the transfer or rollover of a previous outstanding lease or loan balance from another vehicle to the original lease or loan for the cycle described on the Policy Declarations;

3. the dollar amount of unrepaired damage which occurred prior to the total loss of your cycle; and

4. all refunds paid or payable to you as a result of the early termination of the lease or loan agreement or, to the extent financed, as a result of the early termination of any financed warranty or extended service agreement on your cycle.

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

When this insurance covers a substitute 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.

Lease Or Loan Gap Coverage is excess over any other collectible insurance.

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

No Benefit To Bailee
This insurance will not benefit any person or organization who may be caring for or handling your property for a fee.

Loss Payable Clause
If a Lienholder and/or Lessor is shown on the Policy Declarations, we may pay loss or damage under this policy to you and the Lienholder and/or Lessor as its interest may appear, except:

1. Where fraud, misrepresentation, material omission, or intentional damage has been committed by or at the direction of you.

2. When the vehicle(s) is intentionally damaged, destroyed or concealed by or at the direction of you or any owner.

3. When you or any owner makes fraudulent statement(s) or engages in fraudulent conduct in connection with any accident or loss for which coverage is sought.

The Lienholder and/or Lessor must notify us of any change in ownership or hazard that is known.

If you or any owner fails to render proof of loss within the time granted in the policy, the Lienholder and/or Lessor must do so within sixty days in the form and manner described in the policy. The Lienholder and/or Lessor are subject to the provisions of the policy relating to appraisal, time of payment and bringing suit.

We may cancel this policy according to its terms. We will notify the Lienholder and/or Lessor at least ten days prior to the date of cancellation that the cancellation is effective as to the interest of the Lienholder and/or Lessor.

Whenever we pay the Lienholder and/or Lessor any sum for loss or damage under this policy, we will be subrogated to the extent of payment to the rights of the party to whom payment was made. However, these subrogation provisions must in no way impair the rights of the Lienholder and/or Lessor to recover the full amount of its claim from the insured.

The Lienholder and/or Lessor has no greater rights under the provisions of the policy than the insured.