

TEXAS RECREATIONAL VEHICLE POLICY

Home State County Mutual Insurance Company
underwritten by
Imperial General Agency of Texas, Inc.
13428 (12012021)

Where you can get information or make a complaint

If you have a question or a problem with a claim or your premium, contact your insurance company first. You can also get information or file a complaint with the Texas Department of Insurance.

Home State County Mutual Insurance Company

To get information or file a complaint with your insurance company:

Call: Customer Relations at

Toll-free: 1-800-847-6442

Email: CustRelations@ngic.com

Mail: 5630 University Parkway
Winston Salem, NC 27105
Attn: Customer Relations

The Texas Department of Insurance

To get help with an insurance question, learn about your rights, or file a complaint with the state:

Call: 1-800-252-3439

Online: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091,
Austin, TX 78714-9091

To compare policies and prices

Visit **HelpInsure.com** to compare prices and coverages on home and auto insurance policies. The website is a service of the Texas Department of Insurance and the Office of Public Insurance Counsel.

Donde puede obtener información o presentar una queja

Si tiene una pregunta o un problema con una reclamación o con su prima de seguro, comuníquese primero con su compañía de seguros. Usted también puede obtener información o presentar una queja ante el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés).

Home State County Mutual Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros:

Llame a: Customer Relations al

Teléfono gratuito: 1-800-847-6442

Correo electrónico: CustRelations@ngic.com

Dirección postal: 5630 University Parkway
Winston Salem, NC 27105
Attn: Customer Relations

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros, para conocer sus derechos o para presentar una queja ante el estado:

Llame: 1-800-252-3439

En línea: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091,
Austin, TX 78714-9091

Para comparar pólizas y precios

Visite **HelpInsure.com** para comparar precios y coberturas en pólizas de seguro para el hogar y automóvil. El sitio web es un servicio del Departamento de Seguros de Texas y de la Oficina del Asesor Público de Seguros (Office of Public Insurance Counsel, por su nombre en inglés).

TEXAS RECREATIONAL VEHICLE POLICY

Read your Policy carefully. Provisions of this contract and its endorsements (if any) restrict coverage. Be certain **you** understand all of the coverage terms, the exclusions, and **your** rights and duties. The Personal Automobile Policy form applies to **accidents** and **losses** not involving **recreational vehicles**. This Recreational Vehicle Policy form applies to **accidents** and **losses** involving **recreational vehicles**. The **Declarations Page**, all forms and endorsements constitute a single policy issued to **you**, regardless of the fact that the **Declarations Page** may list both personal autos and **recreational vehicles**. In no event shall both the Personal Automobile Policy form and the Recreational Vehicle Policy form apply to any single **accident** or **loss**.

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AGREEMENT

- A. This Policy is a legal contract between **you** and **us**. The policy provisions, along with the **Declarations Page** and Application, which are incorporated into and made part of this Policy, and any endorsements issued, complete this Policy. If there is no written Application, then the statements made by **you** at the time of application become a part of this Policy.
- B. This Policy is issued and renewed in reliance upon the truth and accuracy of the information you provide in the written or verbal Application for this insurance. The terms of this Policy impose obligations on all persons defined as **you** and on all persons or organizations seeking coverage under this Policy. **We** agree to provide insurance, subject to the terms, conditions and limitations set forth in this Policy.
- C. If the initial payment to **us** is in any non-cash method, this insurance is conditioned on that initial payment being honored by **your** financial institution.

DEFINITIONS

The following words or phrases, when printed in bold-faced type, will have the following meaning throughout the Policy, whether in the singular, plural or possessive.

- A. **“Accident”** and **“accidental”** mean a sudden, unexpected and unintended event. An **accident** can also include an intended event caused by a third party.
- B. **“Actual cash value”** means the fair market value of the stolen or damaged property at the time of **loss**.
- C. **“Additional recreational vehicle”** means a **recreational vehicle** that **you** acquire in addition to the **recreational vehicle(s)** shown on the **Declaration Page**, if:
1. No other insurance applies to the acquired **recreational vehicle**;
 2. Within thirty (30) calendar days after **you** become the **owner** of the **additional recreational vehicle**, **you** ask **us** to add the **additional recreational vehicle** to **your** Policy; and
 3. **We** insure all **recreational vehicles owned by you** on the date **you** take possession of the **additional recreational vehicle**.

If **you** ask **us** to insure the **additional recreational vehicle** within thirty (30) calendar days after **you** acquire the **recreational vehicle** and **we** agree to insure it, any coverage **we** provide for the **additional recreational vehicle** is subject to the following conditions:

1. On the date **you** become the **owner**, an **additional recreational vehicle** will have the broadest coverage **we** provide on any **recreational vehicle** shown on the **Declarations Page**.
 2. Any coverage **you** ask **us** to add to the **recreational vehicle** or any increase of limits of liability shall not begin until after:
 - a. **We** agree to add the coverage or increase the limits; and
 - b. **You** pay any additional premium when due.If **you** do not notify **us** within thirty days, no coverage exists for the additional **recreational vehicle**.
- D. **“Bodily injury”** means bodily harm, sickness or disease, including death that results from such **bodily injury**. **Bodily injury** does not include: harm; sickness; disease or death arising out of the transmission of disease by an **insured** through sexual contact.
- E. **“Business”** means any full-time or part-time job, trade, profession, occupation, employment or commercial enterprise.
- F. **“Business Day”** means a day other than a Saturday, Sunday or holiday recognized by the state of Texas.
- G. **“Carry persons or property for compensation or a fee”** means to deliver, transport or carry persons; products; goods; materials; property; animals; or livestock for any form of money; salary; income; property; consideration; or any other thing of value, whether or not:
1. Going to a pick-up or returning from a drop-off;
 2. The money or other item of value is paid or given:
 - a. By any passenger, recipient or other party on a per-trip basis; or
 - b. In the course of, or as related to, any **business** activities of a person insured under this Policy; or
 3. Any of the persons; products; goods; materials; property; animals; or livestock intended to be delivered or transported are actually in the vehicle or trailer at the time of the **accident** or **loss**.
- “Carry persons or property for compensation or a fee”** includes, but is not limited to, the delivery of goods, either on a wholesale or retail basis, such as food, magazines, newspapers, or flowers.
- H. **“Covered recreational vehicle”** means:
1. Any **recreational vehicle** shown on **your** **Declarations Page**, including its **customized equipment and parts**, unless **you** have asked **us** to delete that **recreational vehicle** from the Policy;

2. A **newly acquired recreational vehicle** including its **customized equipment and parts**;
 3. Any **utility trailer** that is not insured under any other motor vehicle insurance policy; or
 4. Any **recreational vehicle**, including its **customized equipment and parts**, not **owned** by **you** while used on a temporary basis as a substitute for any other **recreational vehicle** described in this definition which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. **Loss**; or
 - e. Destruction.

Coverage for a temporary substitute **recreational vehicle** shall not exceed sixty (60) days.
- I. **“Crime”** means any act or omission for which there is a conviction that is:
1. A state or federal felony in the United States;
 2. An attempt to flee or elude law enforcement or a crime scene; or
 3. An illegal activity, trade or transportation;
- Crime** does not include:
1. Misdemeanor violations of the motor vehicle or traffic laws other than an attempt to:
 - a. Flee or elude law enforcement; or
 - b. Flee a crime scene;
 2. Vehicular homicide; or
 3. Driving under the influence of alcohol or any illegal substance.
- J. **“Customized equipment and parts”** means equipment, devices, accessories, changes and enhancements, other than those installed by the original manufacturer, which alter the appearance or performance of a **recreational vehicle**. This includes, but is not limited to, such items as: awnings; generators; body or suspension alterations; custom or special wheels or tires; side exhausts; roll bars; light bars; spoilers; ground effects; bedliners; utility boxes; custom windows; custom painting; murals; or decals or graphics. **Customized equipment and parts** also includes, but is not limited to, such items as any electronic equipment; antennas; and other devices used exclusively to send or receive audio, visual or data signals, or play back recorded media. The **customized equipment and parts** must be permanently installed in a **covered recreational vehicle** using bolts, brackets or slide-out brackets.
- Customized equipment and parts** does not include snow plows or snow removal equipment.
- K. **“Declarations Page”** means the policy document showing **your** coverages, limits of liability, **covered recreational vehicles**, premiums and other policy related information.
- L. **“Depreciation”** means a decline in value due to wear and tear or obsolescence.
- M. **“Derivative claims”** include, but are not limited to, damages for care, emotional injury or mental anguish, wrongful death, or loss of:
 1. Service;
 2. Consortium;
 3. Society; or
 4. Companionship;
 resulting from the **bodily injury** of another or from witnessing the **bodily injury** of another.
- N. **“Digital network”** means any system or service offered or utilized by a **transportation network company** that enables **TNC prearranged trips** with drivers.
- O. **“Diminution in value”** means the actual or perceived loss in market or resale value by reason of the fact that the property has been damaged.
- P. **“Family member”** means:
 1. A person related to **you** by blood, marriage or adoption who **resides** in **your** household; or
 2. A ward or foster child, or stepchild who **resides** in **your** household;
 at the time of the **accident** or **loss**.
- Family member** includes **your** unmarried, dependent children living temporarily away from home who intend to **reside** in **your** household and includes **your** spouse even when not **residing** in **your** household during a period of separation in contemplation of divorce.
- Q. **“Loss”** means sudden, direct, and **accidental** destruction or damage. **“Loss”** does not include **diminution in value**.
- R. **“Minimum limits”** means the minimum amount of liability insurance required to apply to a **recreational vehicle** by the motor vehicle compulsory insurance or financial responsibility laws of the state in which **you reside**, as shown in **our** records as the garaging address for a **covered recreational vehicle**.
- S. **“Motor home”** means a self-propelled motor vehicle used for recreational purposes which includes the following:
 1. Built in cooking facilities;
 2. Built in refrigeration;
 3. Sleeping quarters;

4. Built in bathroom facilities with indoor plumbing;
5. Self-contained heating and/or air conditioning;
6. Built in drinking water supply system; and
7. Built in electrical power supply.

T. **“Motor vehicle business”** means the **business** of:

1. Selling;
 2. Repairing;
 3. Servicing;
 4. Storing;
 5. Parking;
 6. Road testing;
 7. Delivering;
 8. Leasing or renting;
 9. Washing; or
 10. Valet parking;
- any motor vehicle.

U. **“Named insured”** means the individual(s) designated as the named insured(s) on the **Declarations Page**.

V. **“Newly acquired recreational vehicle”** means an **additional recreational vehicle** or a **replacement recreational vehicle** of which **you** become the **owner** during the policy period.

W. **“Occupying”** means in; upon; getting into, out of, on or off. A person cannot be **occupying** more than one motor vehicle at a time.

X. **“Own”, “owned”, “owner”, and “ownership”,** with respect to a **recreational vehicle** or **utility trailer**, means the person who:

1. Holds the legal title to the **recreational vehicle** or **utility trailer**; or
2. Has legal possession of a **recreational vehicle** or **utility trailer** that is:
 - a. Subject to a written security agreement; or
 - b. Leased to that person by a written agreement for a continuous period of six (6) months or longer.

Y. **“Property damage”** means physical damage to, destruction of, or loss of use of tangible property if caused solely by an **accident** covered under this Policy.

Z. **“Punitive or exemplary damages”** means all damages that may be awarded, other than compensatory damages, to:

1. Punish or deter conduct; and/or
2. Fine, penalize or impose a statutory penalty due to conduct;

because the conduct is malicious, grossly negligent, wanton, willful, fraudulent or unlawful. This includes, but is not limited to, any damages that have been defined by law as punitive damages or exemplary damages, and any additional costs, attorney fees, other fees or interest awarded because of such damages.

AA. **“Racing”** means:

1. Participating in, competing in, practicing for or preparing for any prearranged or organized racing, speed, demolition or stunting contest or activity;
2. Participating in or competing in an unarranged or spontaneous street or off-road race or stunt.

BB. **“Recreational vehicle”** means:

1. A **motor home**, such as **motor homes** known as Type A, Type B and Type C **Motor Homes**;
2. A **travel trailer**, such as folding camping trailers, conventional **travel trailers**, fifth-wheel **travel trailers**, sport utility RVs and **travel trailers** with expandable ends; or
3. Any other motor vehicle shown under the Recreational Vehicle section on the **Declarations Page** which is primarily used to tow a fifth wheel **travel trailer owned by you** and insured under this Policy.

CC. **“Regular operator”** is someone who has regular access to and uses a **covered recreational vehicle**.

DD. **“Replacement recreational vehicle”** means a **recreational vehicle** that **you** acquire to replace a **recreational vehicle** shown on the **Declarations Page** if no other insurance applies to the acquired **recreational vehicle** and **we** insure all **recreational vehicles** that **you own**.

Any coverage **we** provide for a **replacement recreational vehicle** is subject to the following terms:

1. On the date **you** become the **owner** of a **replacement recreational vehicle**, if coverage applies under this Policy, that **replacement recreational vehicle** will have the same coverage as the **recreational vehicle** shown on **your Declarations Page** that is being replaced.
2. The deductible that applies to a **replacement recreational vehicle** shall be the same as the **recreational vehicle** it replaced.
3. All coverage **we** provide for the **replacement recreational vehicle** ends thirty (30) calendar days after **you** become the **owner** if **you** do not ask **us** to insure it within those thirty (30) calendar days.
4. Any coverage **you** ask **us** to add to the **recreational vehicle** or any increase of limits of liability shall not begin until after:

- a. **We** agree to add the coverage or increase the limits; and
- b. **You** pay any additional premium when due.

EE. **“Reside”, “resides”, and “residing”** mean to dwell within the household as the person’s primary and legal domicile. Minor dependent children whose parents are separated or divorced shall be deemed to **reside** in both parents’ households.

FF. **“Statutory multiple damages”** mean a damage award in civil law, in which the amount awarded is a multiple of the damages determined by a court or stipulated within the statute rather than being calculated based on the degree of harm to the plaintiff, such damages being multiplied by a factor specified in the statute.

GG. **“Transportation network company”** or **“TNC”** is a corporation, partnership, sole proprietorship, or other entity that is using a **digital network** to connect **transportation network company** passengers to **transportation network company** drivers who provide **TNC prearranged trips**.

HH. **“Transportation network company driver”** or **“TNC driver”** means an individual who:

- 1. Receives connections to potential and actual passengers and related services from a **transportation network company** in exchange for payment of a fee to the **transportation network company**; and
- 2. Uses a **covered auto** as a **TNC vehicle** to offer or provide a **TNC prearranged trip to transportation network company** passengers upon connection through a **digital network** controlled by a **transportation network company** in exchange for compensation or payment of a fee.

II. **“TNC prearranged trip”** means the provision of transportation by a **transportation network company** driver to a passenger provided through the use of a **TNC’s digital network**:

- a. beginning when a **transportation network company** driver accepts a passenger’s request for a trip through a **digital network** controlled by a **transportation network company**;
- b. continuing while the **transportation network company** driver transports the requesting passenger; and
- c. ending when the last requesting **passenger** departs from the **TNC vehicle**.

JJ. **“TNC vehicle”** means a vehicle driven by a TNC driver.

KK. **“Travel Trailer”** means a non-motorized recreational or camping trailer designed to be towed or carried by a motor vehicle, which includes the following:

- 1. Built in cooking facilities; and

- 2. Sleeping quarters.

Travel trailer does not include any type of wheeled living quarters not designed for regular use on public roads such as, but not limited to:

- 1. Park Models;
- 2. Mobile homes; or
- 3. Manufactured housing.

LL. **“Utility trailer”** means a non-motorized vehicle designed to be pulled on public roads by a motor vehicle if the **utility trailer** is:

- 1. **Owned by you**;
- 2. Shown on the **Declarations Page**;

and is not being used:

- 1. As a primary residence, office, store, **business** or for display purposes;
- 2. For commercial purposes; or
- 3. To transport passengers.

MM. **“We”, “us”** and **“our”** refer to the Company shown on the **Declarations Page** as providing this insurance.

NN. **“You”** and **“your”** refer to:

- 1. The **named insured**; and
- 2. If **residing** in the same household at the time of the **accident** or **loss**:
 - a. The spouse of the **named insured**; or
 - b. The domestic partner of the **named insured** if the domestic partnership is established pursuant to a domestic partnership, civil union or similar law in any state.

DUTIES AFTER AN ACCIDENT OR LOSS - FILING A CLAIM

GENERAL DUTIES

A. **We** do not provide coverage under this Policy unless **you** have paid the required premium when due. Failure to give notice as required may affect coverage provided under this Policy. Failure to comply with any of the duties in this Policy may result in denial of coverage and relieve **us** of all duties to investigate, settle, defend, pay any judgment or otherwise honor any claims made by an **insured** or against an **insured**.

B. **We** must be notified promptly of how, when and where the **accident** or **loss** happened. Notice should include the following:

- 1. All known facts and circumstances. This notice to **us** should include all known names, addresses and telephone numbers of any injured persons and witnesses.

2. All known license plate information of vehicles involved or vehicle descriptions; and
 3. All known driver's license information of persons involved.
- C. A person, organization or entity seeking coverage must:
1. Cooperate with **us** in the investigation, settlement or defense of any claim or lawsuit, and assist **us** in:
 - a. Making settlements;
 - b. Obtaining or authorizing **us** to obtain or secure evidence;
 - c. Giving evidence;
 - d. Obtaining the attendance of witnesses at hearings and depositions; and
 - e. The conduct of lawsuits.
 2. Promptly send **us** copies of any notices or legal papers received in connection with the **accident** or **loss**. **We** will not pay for attorney fees or costs incurred by any **insured** or other person without **our** prior written consent.
 3. Agree to give **us** information and consent necessary for **us** to comply with any statutes or government regulations, such as Medicare and Medicaid, that apply including, but not limited to, the person's social security number.
 4. Submit as often as **we** require to medical or physical exams by physicians **we** select. **We** will pay for these exams.
 5. Submit to examinations under oath by **us** or **our** representative as often as **we** reasonably require. These examinations will take place at a reasonable location of **our** choice and outside the presence of any witness, person or entity making a claim due to the same **accident** or **loss**, or any other person other than **your** attorney. If a minor is subject to examination, a parent or guardian may be present during the examination. **We** may:
 - a. Also require an examination under oath from any **family member** who may be able to assist **us** in obtaining relevant information even if that person is not claiming benefits under this Policy; and
 - b. Make a video and/or audio recording or any other type of recording of an examination under oath.
 6. Give **us** written and recorded statements as often as **we** reasonably request.
 7. Give **us** written authorization to obtain:
 - a. Medical records and reports which are pertinent and related to the loss or injury claimed, including current reports, notes and test results, records of prior medical history and treatment, therapy records and counseling records;
 - b. Credit and financial records; only if the claimant is ordered to produce the tax returns by a court; or the claim involves a fire loss, or a loss of profits or income.
 - c. Photographs;
 - d. Telephone, including cellular, text messaging and all other telephonic communication records, including billing records; and
 - e. Other records **we** deem relevant in the investigation or settlement of a claim.
 8. Submit a sworn statement as proof of loss as **we** require.
 9. Not voluntarily assume any obligation to pay, make any payment or incur any expense for **bodily injury** or **property damage** arising out of an **accident**.
 10. Attend hearings and trials as **we** require.
 11. Authorize **us** to get any information on any data, maintenance or event recorder device installed in a **covered recreational vehicle** as **we** deem relevant to the facts of the **accident** or **loss**.
- D. Within 15 days after **we** receive **your** written notice of claim, **we** must:
1. Acknowledge receipt of the claim. If **our** acknowledgment of the claim is not in writing, **we** will keep a record of the date, method and content of **our** acknowledgment.
 2. Begin any investigation of the claim.
 3. Specify the information **you** must provide in accordance with paragraph B. of the **GENERAL DUTIES** provision. **We** may request more information, if during the investigation of the claim such additional information is necessary.
- E. After **we** have received information necessary to evaluate the claim, **we** must notify **you** in writing whether the claim will be paid or has been denied or whether more information is needed:
1. Within fifteen (15) **business days**; or
 2. Within thirty (30) days if **we** have reason to believe the **loss** resulted from arson.
- F. If **we** do not approve payment of **your** claims or require more time for processing **your** claim, **we** must:
1. Give the reasons for denying **your** claim, or
 2. Give the reasons **we** require more time to process **your** claim. But, **we** must either approve or deny **your** claim within forty-five (45) days after **our** requesting more time.

- G. In the event of a weather-related catastrophe or major natural disaster, as defined by the Texas Department of Insurance, the claim-handling deadlines as stated above are extended for an additional fifteen (15) days.
- H. Loss Payment
1. If **we** notify **you** that **we** will pay **your** claim or part of **your** claim, **we** must pay within five (5) **business days** after **we** notify **you**.
 2. If payment of **your** claim or part of **your** claim requires the performance of an act by **you**, **we** must pay within five (5) **business days** after the date **you** perform the act.
- I. Notice of Settlement of Liability Claim
1. **We** will notify **you** in writing of any initial offer to compromise or settle a claim against **you** under the liability section of this Policy. **We** will give **you** notice within ten (10) days after the date the offer is made.
 2. **We** will notify **you** in writing of any settlement of a claim against **you** under the liability section of this policy. **We** will give **you** notice within thirty (30) days after the date of the settlement.

ADDITIONAL DUTIES FOR COVERAGE FOR DAMAGE TO YOUR RECREATIONAL VEHICLE

A person seeking coverage under PART D > COVERAGE FOR DAMAGE TO YOUR RECREATIONAL VEHICLE must, in addition to the **GENERAL DUTIES**:

1. Promptly, but no later than seventy-two (72) hours or as soon as practicable after discovery of the **loss**, report the theft or vandalism of any **recreational vehicle** or other property insured under this Policy, or its equipment or parts, to the police or other local law enforcement.
2. Take reasonable steps after a loss to protect all property insured under PART D > COVERAGE FOR DAMAGE TO YOUR RECREATIONAL VEHICLE from further **loss**. **We** will pay reasonable expenses incurred to protect that property. Any further **loss** due to failure to protect will not be covered under this Policy.
3. Permit **us** to inspect and appraise all **loss** covered under PART D > COVERAGE FOR DAMAGE TO YOUR RECREATIONAL VEHICLE before its repair or disposal.
4. Promptly report any **accident** or **loss** to the police or other local law enforcement if the person cannot identify the **owner** or operator of an at-fault vehicle involved in the **accident**.
5. Authorize **us** to move the damaged **recreational vehicle** or **utility trailer** to a storage facility of **our** choice at **our** expense.

PART A > LIABILITY COVERAGE

INSURING AGREEMENT

- A. Subject to the limit of liability shown on the **Declarations Page**, **we** will pay compensatory damages for which an **insured** is legally liable due to **bodily injury** or **property damage** caused by an **accident** that arises out of the **ownership**, maintenance or use of a **recreational vehicle** covered under this PART A. Damages include prejudgment interest awarded against the **insured** subject to **our** limit of liability for this PART A. **We** will not pay for **punitive** or **exemplary damages** or **statutory multiple damages**.
- B. **We** will settle or defend, as **we** consider appropriate, any claim or suit asking for these damages. If **we** defend, **we** will choose the counsel of **our** choice which may include an in-house counsel. In addition to **our** limit of liability, **we** will pay all defense costs **we** incur. **Our** duty to settle or defend ends when **our** limit of liability for this coverage has been exhausted by payment of judgments or by settlement. **We** have no duty to:
1. Defend any suit;
 2. Settle any claim; or
 3. Pay any judgment;
- for **bodily injury** or **property damage** not covered under this Policy.

ADDITIONAL DEFINITIONS – PART A > LIABILITY COVERAGE

As used in this PART A:

- A. “**Covered recreational vehicle**” means:
1. Any **recreational vehicle** shown on **your Declarations Page**, unless **you** have asked **us** to delete that **recreational vehicle** from the Policy;
 2. A **newly acquired recreational vehicle**;
 3. Any **recreational vehicle** not **owned** by **you** while used on a temporary basis as a substitute for any other **recreational vehicle** described in this definition which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. **Loss**; or
 - e. Destruction.

Coverage for a temporary substitute **recreational vehicle** shall not exceed sixty (60) days.

- B. **“Insured”** means:
1. **You** and any **family member** for:
 - a. Operation or use of any **recreational vehicle** with permission from its **owner**; or
 - b. The **ownership**, maintenance or use of a **covered recreational vehicle**.
 2. Any person using a **covered recreational vehicle** with **your** permission.
 3. For the use of a **covered recreational vehicle**, any person or organization, but only with respect to legal liability for acts or omissions of a person for whom coverage is afforded under this PART A.
 4. With respect to the use of a **recreational vehicle**, other than a **covered recreational vehicle**, by **you** or a **family member**, any person or organization to the extent of legal liability within the limit of liability imputed due to the negligence of **you** or a **family member** for whom coverage is afforded under this PART A. This provision applies only if the person or organization does not **own** or hire the **recreational vehicle**.

- C. **“Own”, “owned”, “owner”** and **“ownership”**, with respect to a **recreational vehicle**, mean the person who:
1. Holds the legal title to the **recreational vehicle**; or
 2. Has legal possession of a **recreational vehicle** that is:
 - a. Subject to a written security agreement; or
 - b. Leased to that person by a written agreement for a continuous period of six (6) months or longer.

- D. **“Recreational vehicle”** means:
1. A **motor home**; or
 2. Any other motor vehicle shown under the Recreational Vehicle section on the **Declarations Page** which is primarily used to tow a fifth wheel **travel trailer owned by you** and insured under this Policy.

SUPPLEMENTARY PAYMENTS

In addition to **our** limit of liability, **we** will pay on behalf of an **insured**:

1. Premiums on appeal bonds and bonds to release attachments in any suit **we** defend and **we** choose to appeal. **We** have no duty to:
 - a. Apply for or furnish any bond; or
 - b. Pay premium on any bond in an amount exceeding **our** limit of liability.

2. Interest accruing after a judgment is entered in any suit **we** defend on that portion of the judgment that is within **our** limit of liability. **Our** duty to pay interest ends when **we** offer to pay that part of the judgment which does not exceed **our** limit of liability for this coverage.
3. Reasonable loss of earnings, up to \$200 per day, that is incurred by an **insured** due to attendance at hearings, proceedings, or trials at **our** request. The **insured** must make a written request for loss of earnings and provide written proof of such loss.
4. Other reasonable expenses incurred at **our** request.

EXCLUSIONS

PLEASE READ THE EXCLUSIONS CAREFULLY. IF ANY EXCLUSION APPLIES, LIABILITY COVERAGE WILL NOT BE PROVIDED FOR AN ACCIDENT OR LOSS THAT OTHERWISE WOULD BE COVERED UNDER THIS POLICY.

- A. **We** do not provide Liability Coverage for, nor do **we** have a duty to defend for:

1. **Bodily injury** or **property damage**:

- a. Caused intentionally by, or at the direction of, an **insured**; or
- b. That is, or should be, reasonably expected to result from an intentional act of an **insured**;

even if the actual **bodily injury** or **property damage** that results is different than that which was intended.

However, this exclusion does not apply to an innocent spouse or an innocent **insured**.

2. **Property damage** to property:

- a. Owned by;
- b. Rented to;
- c. Used by;
- d. Transported by; or
- e. In the care, custody or control of; **you**, any **family member**, or an **insured**

or to any of the following type of vehicles not owned by or furnished or available for the regular use of **you** or any **family member**:

- a. Private passenger **autos**;
- b. **Trailers**; or
- c. Pickups or vans.

However, the exclusion does apply to a **loss** due to or as a consequence of a seizure of an **auto** listed above by a federal or state law enforcement officer as evidence in a case against **you** under the Texas Controlled Substances Act or the federal Controlled Substances Act if **you** are convicted in such case.

This exclusion does not apply to **property damage** to a residence or private garage rented to **you**, any **family member**, or an **insured**.

3. **Bodily injury** to an employee or fellow employee of any **insured** arising out of, and in the course of, employment. This exclusion does not apply to **bodily injury** to a domestic employee unless worker's compensation benefits, disability benefits, or similar benefits are required or available for that domestic employee.
4. Liability arising out of the **ownership**, maintenance or use of a vehicle while it is being used to **carry persons or property for compensation or a fee** or as a public or livery conveyance. This exclusion does not apply to a share-the-expense car pool.
5. **Bodily injury or property damage** that occurs while the **insured** is employed or otherwise engaged in any **motor vehicle business**. However, this exclusion does not apply to the **ownership**, maintenance or use of a **covered recreational vehicle** by **you** or a **family member**.
6. **Bodily injury or property damage** that occurs while maintaining or using any vehicle while an **insured** is employed or otherwise engaged in any **business** (other than farming or ranching) unless the use while engaged in any business is incidental. However, if a **business** or artisan use is noted on the **Declarations Page** for a **recreational vehicle** shown on the **Declarations Page**, this exclusion does not apply to the **ownership**; maintenance; or use of that **recreational vehicle** by:
 - a. **You**;
 - b. Any **family member**; or
 - c. Any partner, agent or employee of **you** or any **family member**.
7. **Bodily injury or property damage** that occurs while any person is using a **recreational vehicle** without the **owner's** express or implied permission or beyond the scope of the **owner's** express or implied permission. This exclusion does not apply to **you** or a **family member** when using or **occupying** a **covered recreational vehicle**.
8. **Bodily injury or property damage** arising out of the ownership or use of a vehicle while it is used by a **transportation network company**

driver who is logged onto a **transportation network company's digital network** as a driver but is not engaged in a **transportation network company prearranged trip** or while the driver who is logged onto a **transportation network company's digital network** provides a **transportation network company prearranged trip**. This exclusion does not apply when an **insured** is a passenger in a **TNC vehicle** not **owned** by an **insured**.

9. **Bodily injury to you**, any **family member**, or any **insured**, except to the extent of the minimum limits of Liability Coverage required by Texas Transportation Code Chapter 601.

This exclusion applies regardless of whether demand is made or suit is brought against the **insured** by the injured person or by a third party seeking contribution or indemnity.

10. **Bodily injury or property damage** for which an **insured**:
 - a. Is an insured under a nuclear energy liability policy; or
 - b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.For the purpose of this exclusion, a nuclear energy liability policy means a policy issued by any of the following or their successors:
 - a. Nuclear Energy Liability Insurance Association;
 - b. Mutual Atomic Energy Liability Underwriters; or
 - c. Nuclear Insurance Association of Canada.
11. **Bodily injury or property damage** arising out of the **ownership**, maintenance, or use of any **covered recreational vehicle** while **racing**.
12. **Bodily injury or property damage** for which the United States Government is held responsible under the Federal Tort Claims Act.
13. **Bodily injury or property damage** arising out of any liability assumed by an **insured** under any contract or agreement.
14. **Bodily injury or property damage** to any person that results from an **accident** or **loss** that occurs while the **insured** is committing a **crime**.
15. **Bodily injury or property damage** caused by or any consequence of:
 - a. War, whether declared or undeclared;
 - b. Civil war;
 - c. Insurrection;
 - d. Rebellion or revolution;
 - e. Radioactive contamination; or

f. Nuclear reaction or radiation, whether controlled or uncontrolled or however caused.

16. **Bodily injury or property damage** arising out of the **ownership**, maintenance, or use of a **covered recreational vehicle** as a residence or premises.

17. Court ordered criminal restitution.

18. **Bodily injury or property damage** resulting from the discharge of any firearm or weapon in connection with the **ownership**, maintenance or use of any **recreational vehicle**.

B. **We** do not provide Liability Coverage for, nor do **we** have a duty to defend, any **insured** for **bodily injury or property damage** arising out of the **ownership**, maintenance, or use of:

1. Any vehicle, other than a **covered recreational vehicle**, that is:

- a. **Owned** by **you**; or
- b. Furnished or available for **your** regular use.

2. Any **recreational vehicle**, other than a **covered recreational vehicle**, that is:

- a. **Owned** by any **family member**; or
- b. Furnished or available for the regular use of any **family member**.

However, this exclusion B.2. does not apply to **you**.

3. A **covered recreational vehicle** that:

- a. Has been rented, leased, subleased, loaned or given by **you** or a **family member** to another party in exchange for money, value, goods, services, compensation or reimbursement;
- b. Has been given in exchange for compensation;
- c. Is under a conditional sales agreement by **you** to another; or
- d. Has been entrusted to anyone other than **you** or a **family member** for consignment; sale; promoting sale; subleasing; leasing; renting; or selling, and is no longer in **your** possession.

However, a. and b. of this exclusion B.3. does not apply when the **insured** lends a **covered recreational vehicle** to another person for reimbursement of operating expenses only.

LIMIT OF LIABILITY

A. The Bodily Injury limit of liability shown on the **Declarations Page** for each person is the most **we** will pay for all damages, including **derivative claims**, arising out of and due to **bodily injury**

sustained by any one person in any one **accident**. For the purpose of such limit of liability, all damages, including **derivative claims**, shall constitute a single claim.

- B. Subject to the limit of liability for each person, the Bodily Injury limit of liability shown on the **Declarations Page** for each **accident** is the most **we** will pay for all damages, including **derivative claims**, arising out of and due to **bodily injury** resulting from any one **accident**. For the purpose of such limit of liability, all damages, including **derivative claims**, shall constitute a single claim.
- C. The Property Damage limit of liability shown on the **Declarations Page** for each **accident** is the most **we** will pay for all damages due to **property damage** sustained in any one **accident**.
- D. If the **Declarations Page** indicates that a combined single limit applies, the limit of liability shown is the most **we** will pay for the total of all damages, including **derivative claims**, arising out of and due to **bodily injury** and/or **property damage** resulting from any one **accident**. For the purpose of such limit of liability, all damages, including **derivative claims**, shall constitute a single claim. However, without changing this total limit of liability, **we** will comply with any law that requires **us** to provide any separate limits.
- E. The limits of liability for Bodily Injury Liability Coverage and Property Damage Liability Coverage shown on the **Declarations Page** are the most **we** will pay as the result of any one **accident** without regard to the number of:
 1. **Insureds**, heirs or survivors;
 2. Claimants;
 3. Claims made;
 4. Lawsuits filed;
 5. Vehicles shown on the **Declarations Page**;
 6. Premiums shown on the **Declarations Page**;
 7. Vehicles involved in the **accident**; or
 8. Premiums paid.
- F. Any payment under PART A > LIABILITY COVERAGE will be reduced by any payment made to that person under PART B > MEDICAL PAYMENTS COVERAGE, PART C (I) > UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE, or PART E > PERSONAL INJURY PROTECTION COVERAGE or NO - FAULT COVERAGE. However, this provision shall not reduce coverage under this PART A to an amount less than the **minimum limits**.
- G. No one will be entitled to receive duplicate payments for the same elements of **loss** or damage under PART A for which payment has been made:

1. Under any other coverage provided by this Policy;
2. By or on behalf of the person or organization that may be legally responsible; or
3. Under any other insurance.

OUT OF STATE COVERAGE

If an **accident** to which this Policy applies occurs in any state or province other than the one in which this Policy is written, **we** will interpret **your** Policy for that **accident** as follows:

If the state or province has:

- A. A financial responsibility or similar law requiring a nonresident driver to maintain insurance with limits of liability for **bodily injury** or **property damage** higher than the limits shown on the **Declarations Page**, the limits of liability under this Policy that apply to that **accident** will be the higher minimum Liability Coverage limits required by the law in that state or province. However, **we** will not provide any Liability Coverage for an **accident** if the **Declarations Page** does not show **you** have purchased that Liability Coverage unless that state or province has a financial responsibility or similar law that requires **us** to do so; or
- B. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a **recreational vehicle** in that state or province, this Policy will provide the greater of:
 1. The minimum limits and types of coverage; or
 2. The applicable limits of liability provided for that **insured** under this Policy.

The coverage provided shall be reduced to the extent that other automobile liability insurance applies. No person may in any event collect more than once for the same loss.

FINANCIAL RESPONSIBILITY REQUIRED

When this Policy is certified as proof of financial responsibility, this Policy will comply with the law of the state in which the Policy is written to the extent required. If **we** make a payment for an **accident** which is not covered under the terms of this Policy but which **we** paid solely to comply with the terms of a financial responsibility certification, **you** must reimburse **us** to the extent of such payment.

OTHER INSURANCE

- A. If there is other applicable liability insurance, self-insurance or bond, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limit of liability bear to the total of all applicable limits with the same priority. However, any insurance **we** provide shall be excess over any other collectible insurance, self-insurance or bond:
 1. For a recreational vehicle you do not own; or

2. If the recreational vehicle described on the Declarations Page is loaned to, borrowed by, or used by someone other than a family member.

B. If the other insurer refuses to defend, **we**:

1. Will continue to defend where required by law;
2. Shall be subrogated to the **insured's** rights against the other insurer;
3. Reserve **our** rights against such insurer; and
4. Do not waive any of **our** rights against the other insurer by continuing to defend.

PART B > MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

A. Subject to the limit of liability shown on the **Declarations Page**, **we** will pay **medical expenses** and funeral service expenses arising out of **bodily injury**:

1. Caused by an **accident**;
2. Sustained by an **insured**; and
3. Arising out of the **ownership**, maintenance or use of a **recreational vehicle**.

We will pay only those **medical expenses** and funeral service expenses incurred within three (3) years from the date of the **accident**.

B. **We** have the right to review the **medical expenses** to determine if they are reasonable and necessary for diagnosis and treatment of **bodily injury**. **We** may use independent sources of information selected by **us** to assist **us** in determining if any **medical expense** is reasonable and necessary. These sources may include, but are not limited to:

1. Physical exams paid for by **us** and performed by physicians **we** select;
2. Review of medical files;
3. Computer databases; or
4. Published sources of **medical expense** information.

C. **We** may refuse to pay for:

1. Any portion of a **medical expense** that is unreasonable because the fee for the service is greater than the **usual and customary charge**; and/or
2. Any **medical expense** because the service rendered is unnecessary for the treatment of the **bodily injury** sustained.

If **we** refuse to pay for any portion of a **medical expense** because the fee is unreasonable or for any service because the service is unnecessary and the **insured** is sued for payment of this **medical expense**, **we** will defend the **insured** with an attorney of **our** choice. **We** will pay defense costs and any judgment against the **insured** up to **our** limit of liability for this coverage. The **insured** must cooperate with **us** in the defense of the lawsuit and attend depositions, hearings, or trials at **our** request. **We** will pay, upon written request by the **insured**:

1. Reasonable loss of earnings to an **insured**, up to \$200 per day, that is incurred by an **insured** due to attendance at hearings, proceedings or trials at **our** request. The **insured** must provide **us** written proof of such loss; and
 2. Other reasonable expenses the **insured** incurs at **our** request as a result of a lawsuit by a health care provider to recover **medical expenses we** refuse to pay because the fee is unreasonable or unnecessary.
- D. **We** may refuse to pay for any medical services that are not provided and prescribed by a licensed medical provider and acting within the scope of that license.
- E. **We** will not pay for any portion of a **medical expense** that exceeds the amount that the medical provider charges to patients who do not have insurance.
- F. **We** have the right to make payment directly to a provider of necessary **medical expenses** and funeral service expenses if we have received an assignment of benefits on behalf of an **insured**.

ADDITIONAL DEFINITIONS – PART B > MEDICAL PAYMENTS COVERAGE

As used in this PART B:

- A. **“Covered recreational vehicle”** means:
1. Any **recreational vehicle** shown on **your Declarations Page**, unless **you** have asked **us** to delete that **recreational vehicle** from the Policy;
 2. A **newly acquired recreational vehicle**;
 3. Any **recreational vehicle** not **owned** by **you** while used on a temporary basis as a substitute for any other **recreational vehicle** described in this definition which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

Coverage for a temporary substitute **recreational vehicle** shall not exceed sixty (60) days.

- B. **“Insured”** means:
1. **You** or any **family member**:
 - a. While **occupying**; or
 - b. As a pedestrian when struck by:
a motor vehicle designed for use mainly on public roads.
 2. Any other person while **occupying** a **covered recreational vehicle** when the **covered recreational vehicle** is being used with, and within the scope of, **your** permission.
- C. **“Medical expense”** and **“medical expenses”** mean the **usual and customary charge** for reasonable and necessary:
1. Services, treatment, procedures and products provided by a licensed health care provider;
 2. Medications, orthopedic and prosthetic devices, eyeglasses, hearing aids and other medical supplies when prescribed by a licensed health care provider; and
 3. Services, treatment, procedures and products provided by a licensed health care provider for physical therapy, vocational rehabilitation, occupational therapy and speech pathology and audiology.
- “Medical expense”** and **“medical expenses”** do not include any fees, costs or charges for:
1. Massage therapy not prescribed by a licensed doctor of chiropractic;
 2. Treatment, services, products, or procedures that are:
 - a. Experimental or for research; or
 - b. Not commonly and customarily recognized in the medical profession in the United States as customary treatment for **bodily injury**;
 3. Thermography, acupuncture or other related procedures of similar nature; or
 4. The purchase or rental of equipment not primarily designed to serve a medical purpose.
- D. **“Own”, “owned”, “owner”** and **“ownership”**, with respect to a **recreational vehicle**, mean the person who:
1. Holds the legal title to the **recreational vehicle**; or
 2. Has legal possession of a **recreational vehicle** that is:
 - a. Subject to a written security agreement; or
 - b. Leased to that person by a written agreement for a continuous period of six (6) months or longer.

- E. **“Recreational vehicle”** means:
1. A **motor home**; or
 2. Any other motor vehicle shown under the Recreational Vehicle section on the **Declarations Page** which is primarily used to tow a fifth wheel **travel trailer owned by you** and insured under this Policy.
- F. **“Usual and customary charge”** means the fees, costs or charges **we** determine that represents a common and typical charge for services in the geographical area in which the service is rendered. **We** may determine the **usual and customary charge** by using independent sources of **our** choice.

EXCLUSIONS

PLEASE READ THE EXCLUSIONS CAREFULLY. IF ANY EXCLUSION APPLIES, MEDICAL PAYMENTS COVERAGE WILL NOT BE PROVIDED FOR AN ACCIDENT OR LOSS THAT OTHERWISE WOULD BE COVERED UNDER THIS POLICY.

- A. **We** do not provide Medical Payments Coverage for any person for **bodily injury**:
1. Caused intentionally by, or at the direction of, an **insured** or that is, or should be, reasonably expected to result from an intentional act of an **insured** even if the actual **bodily injury** that results is different than that which was intended..
 2. Arising out of, and in the course of, employment if worker's compensation benefits, disability benefits or similar benefits are required or available for the **bodily injury**.
 3. Arising out of the **ownership**, maintenance or use of a vehicle while it is being used to **carry persons or property for compensation or a fee** or as a public or livery conveyance. This exclusion does not apply to a share-the-expense car pool.
 4. That occurs while the **insured** is employed or otherwise engaged in any **motor vehicle business**. However, this exclusion does not apply to the **ownership**, maintenance or use of a **covered recreational vehicle** by **you** or a **family member**.
 5. That occurs while maintaining or using any vehicle while an **insured** is employed or otherwise engaged in any **business** (other than farming or ranching) unless the use while engaged in any business is incidental. However, if a **business** or artisan use is noted on the **Declarations Page** for a **recreational vehicle** shown on the **Declarations Page**, this exclusion does not apply even if the business use is more than incidental to the **ownership**; maintenance; or use of that **recreational vehicle** by:
 - a. **You**;
 - b. Any **family member**; or
 - c. Any partner, agent or employee of **you** or any **family member**.
6. That occurs while any person is using a **recreational vehicle** without the **owner's** express or implied permission or beyond the scope of the **owner's** express or implied permission. This does not apply to **you** or a **family member** when using or **occupying** a **covered recreational vehicle**.
 7. Arising out of the ownership or use of a vehicle while it is used by a **transportation network company driver** who is logged onto a **transportation network company's digital network** as a driver but is not engaged in a **transportation network company prearranged trip** or while the driver who is logged onto a **transportation network company's digital network** provides a **transportation network company prearranged trip**. This exclusion does not apply when an **insured** is a passenger in a **TNC vehicle** not owned by an **insured**.
 8. For which an **insured**:
 - a. Is an insured under a nuclear energy liability policy; or
 - b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

For the purpose of this exclusion, a nuclear energy liability policy means a policy issued by any of the following or their successors:

 - a. Nuclear Energy Liability Insurance Association;
 - b. Mutual Atomic Energy Liability Underwriters; or
 - c. Nuclear Insurance Association of Canada.
 9. Arising out of the **ownership**, maintenance or use of any **covered recreational vehicle** while **racing**.
 10. Resulting from an **accident** or **loss** that occurs while the **insured** is committing a **crime**.
 11. Caused by or any consequence of:
 - a. War, whether declared or undeclared;
 - b. Civil war;
 - c. Insurrection;
 - d. Rebellion or revolution;
 - e. Radioactive contamination; or
 - f. Nuclear reaction or radiation, whether controlled or uncontrolled or however caused.

12. Arising out of the **ownership**, maintenance or use of a **covered recreational vehicle** as a residence or premises.
13. Resulting from the discharge of any firearm or weapon in connection with the **ownership**, maintenance or use of any **recreational vehicle**.

B. **We** do not provide Medical Payments Coverage for any **insured** for **bodily injury** arising out of the **ownership**, maintenance, or use of:

1. Any vehicle, other than a **covered recreational vehicle** for which this coverage has been purchased, that is:
 - a. **Owned** by **you**; or
 - b. Furnished or available for **your** regular use.
2. Any vehicle, other than a **covered recreational vehicle** for which this coverage has been purchased, that is:
 - a. **Owned** by any **family member**; or
 - b. Furnished or available for the regular use of any **family member**.

However, this Exclusion B.2. does not apply to **you**.

3. A **covered recreational vehicle** that:
 - a. Has been rented, leased, subleased, loaned or given by **you** or a **family member** to another party in exchange for money, value, goods, services, compensation or reimbursement;
 - b. Has been given in exchange for compensation;
 - c. Is under a conditional sales agreement by **you** to another; or
 - d. Has been entrusted to anyone other than **you** or a **family member** for consignment; sale; promoting sale; subleasing; leasing; renting; or selling, and is no longer in **your** possession.

However, a. and b. of this exclusion B.3. does not apply when the **insured** lends a **covered recreational vehicle** to another person for reimbursement of operating expenses only.

LIMIT OF LIABILITY

A. The limit of liability shown on the **Declarations Page** for Medical Payments Coverage is the most **we** will pay for all damages arising out of and due to **bodily injury** for each person injured in any one **accident**. The limit of liability for Medical Payments Coverage shown on the **Declarations Page** is the most **we** will pay without regard to the number of:

1. **Insureds**, heirs or survivors;
2. Claimants;

3. Claims made;
4. Lawsuits filed;
5. Vehicles shown on the **Declarations Page**;
6. Premiums shown on the **Declarations Page**;
7. Vehicles involved in the **accident**; or
8. Premiums paid.

- B. Any payment under PART B > MEDICAL PAYMENTS COVERAGE will be reduced by any payment made to that person under PART A > LIABILITY COVERAGE, PART C (I) > UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE or PART E > PERSONAL INJURY PROTECTION OR NO-FAULT COVERAGE.
- C. No one will be entitled to receive duplicate payments for the same elements of damage under PART B for which payment has been made:
 1. Under any other coverage provided by this Policy;
 2. By or on behalf of the person or organization that may be legally responsible; or
 3. Under any other insurance.
- D. We will not pay that portion of any **medical expense** for which benefits are available or paid under any:
 1. Law which provides worker's compensation; or
 2. Personal Injury Protection Coverage of this Policy. An **insured** may recover for **medical expenses** under Part B - Medical Payments Coverage or Part E - Personal Injury Protection Coverage, but cannot recover under both for the same **medical expenses**.

No payment will be made unless the injured person or that person's legal representative agrees in writing that any payment shall be applied toward any settlement or judgment that person receives under any Auto Liability or Uninsured/ Underinsured Motorists Coverage provided by this policy.

ASSIGNMENT OF BENEFITS

We will pay for **medical expenses** directly to a licensed health care provider if the **insured** gives **us** a signed written assignment of benefits payable under PART B > MEDICAL PAYMENTS COVERAGE. If **we** pay benefits directly to a health care provider, **we** have no further duty or liability to pay those same benefits to an **insured** or to any other person or entity.

OTHER INSURANCE

- A. If there is other applicable insurance that provides coverage for **medical expenses** and/or funeral service expenses including, but not limited to, other motor vehicle medical payments coverage, personal injury protection coverage, no-fault coverage, worker's compensation, any insurance **we** provide for an **auto** that **you** do not **own** shall be excess.
- B. If there is any other insurance for **medical expenses** under an **auto** or **recreational vehicle** policy with the same priority as this Medical Payments Coverage, **we** will not pay more than **our** share of the unpaid covered **medical expenses**. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits with the same priority.
- C. This Policy will be excess over any coverage afforded under any **auto** or **recreational vehicle** policy:
1. To a permissive user of a **covered recreational vehicle**; or
 2. To an **insured** while using or **occupying** a **recreational vehicle** other than a **covered recreational vehicle**.

PART C (I) > UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE

INSURING AGREEMENT

- A. Subject to the limit of liability shown on the **Declarations Page**, **we** will pay compensatory damages for which an **insured** is legally entitled to recover from the **owner** or operator of an **uninsured motor vehicle** or **underinsured motor vehicle** because of **bodily injury**:
1. Sustained by that **insured**;
 2. Caused by an **accident**; and
 3. Arising out of the **ownership**, maintenance or use of an **uninsured motor vehicle** or **underinsured motor vehicle**.

We will not pay for **punitive** or **exemplary damages** or **statutory multiple damages**.

ADDITIONAL DEFINITIONS – PART C (I) > UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE

As used in this PART C (I):

- A. “**Insured**” means:
1. **You** or any **family member**.
 2. Any other person **occupying** a **covered recreational vehicle** with, and within the scope of, **your** express or implied permission.

3. Any person for damages that person is legally entitled to recover because of **bodily injury** to which this coverage applies sustained by a person listed in A.1. or A.2. above. This shall not increase **our** limit of liability to an amount that exceeds the limit of liability applicable to that person referred to in A. 1 or A.2. above.

- B. **Underinsured motor vehicle**. An **underinsured motor vehicle** is one to which a liability bond or policy applies at the time of the **accident** but its limit of liability either:

1. Is not enough to pay the full amount the **insured** is legally entitled to recover as damages; or
2. Has been reduced by payment of claims to an amount which is not enough to pay the full amount the **insured** is legally entitled to recover as damages.

Underinsured motor vehicle does not include any vehicle or equipment:

1. **Owned** by any governmental unit or agency unless:
 - a. The operator of the vehicle is uninsured; and
 - b. There is no statute imposing liability for damage because of **bodily injury** or **property damage** on the governmental unit or agency for an amount not less than the limit of liability for this coverage.
2. Operated on rails or crawler treads;
3. Designed mainly for use off public roads while not on public roads;
4. While located for use as a residence or premises;
5. **Owned** by, furnished to or available for the regular use of **you** or any **family member**;
6. Which is shown on the **Declarations Page** or which is insured for coverage under PART A of this Policy; or
7. Which is an **uninsured motor vehicle**.

- C. “**Uninsured motor vehicle**” means a land motor vehicle or **trailer**:

1. To which no **bodily injury** liability bond or policy applies at the time of the **accident**.
2. Which is a hit-and-run vehicle whose operator or **owner** cannot be identified and which hits:
 - a. **You** or a **family member**;
 - b. A vehicle that **you** or a **family member** are **occupying**; or
 - c. A **covered recreational vehicle**.
3. To which a **bodily injury** liability bond or policy applies at the time of the **accident** but the bonding or insuring company:

- a. Denies coverage; or
- b. Is or becomes insolvent.

However, **uninsured motor vehicle** does not include any vehicle or equipment:

1. **Owned** or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent;
2. **Owned** by any governmental unit or agency unless:
 - a. The operator of the vehicle is uninsured; and
 - b. There is no statute imposing liability for damage because of **bodily injury** or **property damage** on the governmental unit or agency for an amount not less than the limit of liability for this coverage.
3. Operated on rails or crawler treads;
4. Designed mainly for use off public roads while not on public roads;
5. While located for use as a residence or premises;
6. **Owned** by, furnished to or made available for the regular use of **you** or any **family member**;
7. Which is shown on the **Declarations Page** or which is insured for coverage under PART A of this Policy; or
8. Which is an **underinsured motor vehicle**.

AN ACCIDENT OR LOSS THAT OTHERWISE WOULD BE COVERED UNDER THIS POLICY.

- A. **We** do not provide Uninsured/Underinsured Motorist Bodily Injury Coverage for **bodily injury** sustained by any **insured**:
1. If the **insured** or his or her legal representative, without thirty (30) days advance written notice to **us**, either:
 - a. Settles the **bodily injury** claim; or
 - b. Brings suit and obtains a judgment related to the **bodily injury** claim;
 and, in doing so, impairs or prejudices **our** rights or interests.
 2. If **our** interests or rights have been impaired or prejudiced by a judgment in any lawsuit against any person or organization that may be liable for such **bodily injury** and **we** have not given prior written consent to the **insured** to proceed with that lawsuit.
 3. Resulting from the intentional acts of that person.
 4. While **occupying a covered recreational vehicle** while it is being used to **carry persons or property for compensation or a fee**, or as a public or livery conveyance. This exclusion does not apply to a share-the-expense car pool.
 5. While occupying any vehicle is used by a **transportation network company driver** who is logged onto a **transportation network company's digital network** as a driver at the time of loss.
 6. While using a **recreational vehicle** without the **owner's** express or implied permission or beyond the scope of the **owner's** express or implied permission. This exclusion does not apply to **you** or a **family member** when using or **occupying a covered recreational vehicle**.
- B. **We** do not provide Uninsured/Underinsured Motorist Bodily Injury Coverage for any **insured** for **bodily injury** arising out of the **ownership, maintenance or use of**:
1. Any vehicle which is not insured for Uninsured/Underinsured Motorist Bodily Injury Coverage under this Policy, that is:
 - a. **Owned by you**; or
 - b. Furnished or available for **your** regular use.
 This includes a **utility trailer** of any type used with that vehicle.
 2. Any vehicle which is not insured for Uninsured/Underinsured Motorist Bodily Injury Coverage under this Policy that is:
 - a. **Owned by any family member**; or

ADDITIONAL DUTIES FOR PART C (I) > UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE

A person seeking coverage under PART C (I) > UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE must also, in addition to the **GENERAL DUTIES**:

1. Promptly report any hit-and-run **accident** or **loss** to the police or other local law enforcement.
2. Notify the police within twenty-four (24) hours or as soon as practical after an **accident** that involves a hit-and-run vehicle or unknown driver.
3. Report the **accident to us**.
4. Serve a copy of any legal action and all pleadings on **us** as required by law.
5. Send **us** copies of legal papers if a lawsuit is commenced.
6. Promptly notify **us** in writing of an offer of settlement between the **insured** and the **owner**, operator or insurer of the **underinsured motor vehicle**.

EXCLUSIONS

PLEASE READ THE EXCLUSIONS CAREFULLY. IF ANY EXCLUSION APPLIES, UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE WILL NOT BE PROVIDED FOR

- b. Furnished or available for the regular use of any **family member**.
- C. Coverage under this PART C (I) shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar laws:
 - 1. Worker's compensation law; or
 - 2. Disability benefits law.
- D. **We** will not be bound by:
 - 1. Any settlement entered into without **our** consent; or
 - 2. Judgment entered into with a party who is liable for damages without **our** consent.

LIMIT OF LIABILITY

- A. The Uninsured or Underinsured Motorist Bodily Injury limit of liability shown on the **Declarations Page** for each person is the most **we** will pay for all damages, including **derivative claims**, arising out of and due to **bodily injury** sustained by any one person in any one **accident**. For the purpose of such limit of liability, all damages, including **derivative claims**, shall constitute a single claim.
- B. Subject to the limit of liability for each person, the Uninsured or Underinsured Motorist Bodily Injury limit of liability shown on the **Declarations Page** for each **accident** is the most **we** will pay for all damages, including **derivative claims**, arising out of and due to **bodily injury** resulting from any one **accident**. For the purpose of such limit of liability, all damages, including **derivative claims**, shall constitute a single claim.
- C. If the **Declarations Page** indicates that a combined single limit applies, the limit of liability shown is the most **we** will pay for the total of all damages, including **derivative claims**, arising out of and due to **bodily injury** and **property damage** as the result of any one **accident**. For the purpose of such limit of liability, all damages, including **derivative claims**, shall constitute a single claim. However, without changing this total limit of liability, **we** will comply with any law that requires **us** to provide any separate limits.
- D. The limits of liability for Uninsured or Underinsured Motorist Bodily Injury shown on the **Declarations Page** are the most **we** will pay as the result of any one **accident** without regard to the number of:
 - 1. **Insureds**, heirs or survivors;
 - 2. Claimants;
 - 3. Claims made;
 - 4. Lawsuits filed;
 - 5. Vehicles shown on the **Declarations Page**;
 - 6. Premiums shown on the **Declarations Page**;
 - 7. Vehicles involved in the **accident**;

- 8. Premiums paid; or
- 9. Policies issued by **us**.

- E. Any payment under PART C (I) > UNINSURED/ UNDERINSURED MOTORIST BODILY INJURY COVERAGE will be reduced by all sums:
 - 1. Paid or payable from or on behalf of persons or organizations that may be legally liable. This includes, but is not limited to, all sums paid or payable under PART A > LIABILITY COVERAGE and PART E > PERSONAL INJURY PROTECTION COVERAGE.
 - 2. In order to avoid insurance benefits payments in excess of actual damages sustained, subject only to the limits set out on the **Declarations Page** and other applicable provisions of this coverage, **we** will pay all covered damages not paid or payable under any worker's compensation law, disability benefits law, or any similar law, auto medical expense coverage or Personal Injury Protection Coverage.
- F. No one will be entitled to receive duplicate payments for the same elements of **loss** or damage under PART C (I) for which payment has been made:
 - 1. Under any other coverage provided by this Policy; or
 - 2. By or on behalf of the person or organization that may be legally responsible; or

OTHER INSURANCE

- A. If there is other Uninsured/Underinsured Motorist Bodily Injury Coverage, or similar insurance, that applies or is available under one or more policies, **we** will pay only **our** share of the damages or **loss**. **Our** share is the proportion that **our** limits of liability under this PART C (I) bears to the total of all applicable limits with the same priority as this coverage on either a primary or excess basis, whichever is applicable.
- B. However:
 - 1. Any insurance **we** provide with respect to a vehicle that **you** do not own shall be excess over any collectible insurance providing coverage on a primary basis.
 - 2. Any insurance **we** provide to an **insured** that is not **occupying** a **covered recreational vehicle** shall be excess over any collectible insurance.

ARBITRATION

- A. If **we** and an **insured** do not agree:
 - 1. Whether the **insured** is legally entitled to recover damages for **bodily injury** from the driver of an **uninsured motor vehicle** or **underinsured motor vehicle** under this PART C (I); or
 - 2. On the amount of damages that are recoverable by the **insured**;

then upon mutual agreement of both parties, only these two issues may be submitted to arbitration. However, unless required by law, neither party may be compelled to participate in arbitration, and neither party shall be liable to the other for refusing to arbitrate.

- B. If both **we** and an **insured** agree to arbitration, each party will select a competent, licensed and impartial arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within thirty (30) days, **you** or **we** may request that a judge of a court of record, in the county where the **insured** lives, select the third arbitrator.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the **insured** lives and the American Arbitration Association rules as to procedure and evidence will apply. If the parties do not agree to be governed by the American Arbitration Association rules, local rules of law as to procedure and evidence will apply.
- D. A decision agreed to by two of the arbitrators will be binding as to:

1. Whether the **insured** is legally entitled to recover damages; and
2. The amount of the damages.

However, the decision shall be binding only if the amount of damages awarded does not exceed:

1. The limits for **bodily injury** shown on the **Declarations Page** for Uninsured Motorist Bodily Injury Coverage; or
2. The **minimum limit** for **bodily injury**.

If the amount of the arbitrators' award exceeds the **minimum limit** for **bodily injury**, either party may demand the right to trial. This demand must be made within sixty (60) days of the arbitrators' decision. If this demand is not made within sixty (60) days, the amount of damages agreed to by the arbitrators will be binding.

- E. The arbitrators shall have no authority to:
1. Award an amount in excess of the limit of liability for this coverage as shown on the **Declarations Page**;
 2. Award any amount as **punitive** or **exemplary damages** or **statutory multiple damages**;
 3. Award any costs or fees;
 4. Award any amount as interest;
 5. Decide any coverage issue; or
 6. Decide any issues or resolve any dispute with respect to anything other than:
 - a. The legal liability of the **owner** or operator of an **uninsured motor vehicle** or **underinsured motor vehicle**; and

- b. The amount of compensatory damages that is recoverable by the **insured**.

- F. Each party will:
1. Pay the costs, fees and other expenses it incurs; and
 2. Bear the expenses of the third arbitrator equally.
- G. Arbitration must be demanded in writing and agreed to by the parties within the applicable statute of limitation for filing suit for a contract action which is four (4) years.

PART C (II) > UNINSURED/UNDERINSURED MOTORIST PROPERTY DAMAGE COVERAGE

INSURING AGREEMENT

Subject to the limit of liability shown on the **Declarations Page**, for Uninsured/Underinsured Motorist Property Damage Coverage, **we** will pay compensatory damages for which an **insured** is legally entitled to recover from the **owner** or operator of an **uninsured motor vehicle** or **underinsured motor vehicle** because of **property damage**:

1. To a **covered recreational**;
2. Caused by an **accident**; and
3. Arising out of the **ownership**, maintenance or use of an **uninsured motor vehicle** or **underinsured motor vehicle**.

We will not pay for **punitive** or **exemplary damages** or **statutory multiple damages**.

ADDITIONAL DEFINITIONS FOR PART C (II) > UNINSURED/UNDERINSURED MOTORIST PROPERTY DAMAGE

As used in this PART C (II):

- A. "**Insured**" means:
1. **You** or a **family member**.
 2. Any other person **occupying a covered recreational vehicle** with, and within the scope of, **your** express or implied permission.
- B. "**Property damage**" means injury to, destruction of or loss of use of:
1. A **covered recreational vehicle**.
 2. Any property owned by an **insured** while contained in a **covered recreational vehicle**.
 3. Any property owned by **you** or any family member while contained in any vehicle not **owned**, but being operated, by **you** or any **family member**.
- C. "**Uninsured motor vehicle**" means a land motor vehicle or **trailer** of any type:
1. To which no **property damage** liability bond or policy applies at the time of the **accident**.

2. Which is a hit-and-run vehicle whose operator or **owner** cannot be identified and which hits a **covered recreational vehicle**.
3. To which a **property damage** liability bond or policy applies at the time of the **accident**, but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

However, “**uninsured motor vehicle**” does not include any vehicle or equipment:

1. **Owned** or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent;
2. **Owned** by any governmental unit or agency unless:
 - a. The operator of the vehicle is uninsured; and
 - b. There is no statute imposing liability for damage because of **bodily injury** or **property damage** on the governmental unit or agency for an amount not less than the limit of liability for this coverage.
3. Operated on rails or crawler treads;
4. Designed mainly for use off public roads while not on public roads;
5. While located for use as a residence or premises;
6. **Owned** by, furnished to or available for the regular use of **you** or any **family member**.
7. Which is shown on the **Declarations Page** or which is covered under PART A of this Policy; or
8. Which is an **underinsured motor vehicle**.

- D. “**Underinsured motor vehicle**”. An **underinsured motor vehicle** is one to which a liability bond or policy applies at the time of the **accident** but its limit of liability either:
1. Is not enough to pay the full amount the **insured** is legally entitled to recover as damages; or
 2. Has been reduced by payment of claims to an amount which is not enough to pay the full amount the **insured** is legally entitled to recover as damages.

However, **underinsured motor vehicle** does not include any vehicle or equipment:

1. **Owned** by any governmental unit or agency unless:
 - a. The operator of the vehicle is uninsured; and
 - b. There is no statute imposing liability for damage because of **bodily injury** or **property damage** on the governmental

unit or agency for an amount not less than the limit of liability for this coverage.

2. Operated on rails or crawler treads;
3. Designed mainly for use off public roads while not on public roads;
4. While located for use as a residence or premises;
5. **Owned** by, furnished to or available for the regular use of **you** or any **family member**;
6. Which is shown on the **Declarations Page** or which is insured for coverage under PART A of this Policy; or
7. Which is an **uninsured motor vehicle**.

ADDITIONAL DUTIES FOR PART C (II) > UNINSURED/UNDERINSURED MOTORIST PROPERTY DAMAGE COVERAGE

A person seeking coverage under PART C (II) > UNINSURED/UNDERINSURED MOTORIST PROPERTY DAMAGE COVERAGE must also, in addition to the **GENERAL DUTIES**:

1. Promptly report any hit-and-run **accident** or **loss** to the police or other local law enforcement.
2. Notify the police within twenty-four (24) hours or as soon as practical after an **accident** that involves a hit-and-run vehicle or unknown driver.
3. Report the **accident** to **us**.
4. Serve a copy of any legal action and all pleadings on **us** as required by law.
5. Send **us** copies of legal papers if a lawsuit is commenced.
6. Promptly notify **us** in writing of an offer of settlement between the **insured** and the **owner**, operator or insurer of the **underinsured motor vehicle**.
7. Take reasonable steps after a **loss** to protect all property insured under PART C (II) from further **loss**. **We** will pay reasonable expenses incurred to protect that property. Any further **loss** due to failure to protect will not be covered under this Policy.
8. Permit **us** to inspect and appraise all **loss** covered under PART C (II) before its repair or disposal.
9. Authorize **us** to move the damaged **recreational vehicle** or **utility trailer** to a storage facility of **our** choice at **our** expense.

EXCLUSIONS

PLEASE READ THE EXCLUSIONS CAREFULLY. IF ANY EXCLUSION APPLIES, UNINSURED/UNDERINSURED MOTORIST PROPERTY DAMAGE COVERAGE WILL NOT BE PROVIDED FOR AN ACCIDENT OR LOSS THAT OTHERWISE WOULD BE COVERED UNDER THIS POLICY.

- A. **We** do not provide Uninsured/Underinsured Motorist Property Damage Coverage for **property damage** sustained by any **insured**:
1. If the **insured** or his or her legal representative, without thirty (30) days advance written notice to **us**, either:
 - a. Settles the **property damage** claim; or
 - b. Brings suit and obtains a judgment related to the **property damage** claim;
 and, in doing so, impairs or prejudices **our** rights or interests.
 2. If **our** interests or rights have been impaired or prejudiced by a judgment in any lawsuit against any person or organization that may be liable for such **property damage** and **we** have not given prior written consent to the **insured** to proceed with that lawsuit.
 3. Resulting from the intentional acts of that person.
 4. That occurs while the **covered recreational vehicle** is being used to **carry persons or property for compensation or a fee**, or as a public or livery conveyance. This exclusion does not apply to a share-the-expense car pool.
 5. That occurs while any vehicle is used by a **transportation network company driver** who is logged onto a **transportation network company's digital network** as a driver at the time of loss..
 6. For the first \$250 of property damage to the **covered recreational vehicle**.
- B. **We** do not provide coverage for **property damage** arising out of the **ownership**, maintenance, or use of a **covered recreational vehicle** that:
1. Has been rented, leased, subleased, loaned or given by **you** or a **family member** to another party in exchange for money, value, goods, services, compensation or reimbursement; or
 2. Has been given in exchange for compensation.
- However, 1. and 2. of this exclusion does not apply when the **insured** lends a **covered recreational vehicle** to another person for reimbursement of operating expenses only.
- C. Coverage under this PART C (II) will not apply directly or indirectly to benefit any insurer or self-insurer of property.
- D. **We** will not be bound by:
1. Any settlement entered into without **our** consent; or
 2. Judgment entered into with a party who is liable for damages without **our** consent.

LIMIT OF LIABILITY

- A. The limit of liability for Uninsured Motorist Property Damage shown on the **Declarations Page** is the most **we** will pay for all **property damage** sustained in any one **accident** without regard to the number of:
1. **Insureds**, heirs or survivors;
 2. Claimants;
 3. Claims made;
 4. Lawsuits filed;
 5. Vehicles shown on the **Declarations Page**;
 6. Premiums shown on the **Declarations Page**;
 7. Vehicles involved in the **accident**;
 8. Premiums paid; or
 9. Policies issued by **us**.
- B. In the event of a total **loss** to a **recreational vehicle** listed on the **Declarations Page**, **you**, or someone on **your** behalf, must provide **us** the key to such **recreational vehicle** at **our** request. If **we** are not provided the key to such **recreational vehicle**, **we** will reduce any amount payable to **you** by \$250 because of:
1. The cost in duplicating the key; or
 2. The loss in salvage value.
- This provision will not apply if **you** retain the salvage.
- C. Payments for **loss** covered under this PART C (II) are subject to the terms set forth here:
1. No more than one deductible shall be applied to any one covered **loss**.
 2. In determining the amount necessary to repair damaged property to its pre-**loss** condition, the amount to be paid by **us** will be based on the cost of repair or on the cost of replacement parts and equipment which may be new, reconditioned, remanufactured or used including, but not limited to:
 - a. Original manufacturer parts or equipment; and
 - b. Non-OEM parts or equipment.
 3. The **actual cash value** is determined by the market value, age and condition of the **covered recreational vehicle** at the time the **loss** occurs.

- D. No one will be entitled to receive duplicate payments for the same elements of damages or **loss** under this coverage for which payment has been made:
1. Under any other coverage provided by this Policy;
 2. By or on behalf of the person or organization that may be legally responsible; or
 3. Under any other insurance.
- E. Any payment to a person under this PART C (II) > UNINSURED/UNDERINSURED MOTORIST PROPERTY DAMAGE COVERAGE shall be reduced by any payment made to that person under PART D > COVERAGE FOR DAMAGE TO YOUR RECREATIONAL VEHICLE.
- F. For any **property damage** to which PART D - > COVERAGE FOR DAMAGE TO YOUR RECREATIONAL VEHICLE of this Policy (or similar coverage from another policy) and this coverage both apply, **you** may choose the coverage from which damages will be paid. **You** may recover under both coverages, but only if:
1. Neither one by itself is sufficient to cover the **loss**;
 2. **You** pay the higher deductible amount (but **you** do not have to pay both deductibles); and
 3. **You** will not recover more than the actual damages.

PAYMENT OF LOSS

- A. At **our** option, **we** may pay for the **loss** in money or repair or replace the **property damage**.
- B. **We** may make payment for a **loss** to **you**, the owner of the property or the lienholder.
- C. If **we** make a payment for a total **loss** of a **covered recreational vehicle**, **you** must transfer the title of that **recreational vehicle** to **us** at or before the time of payment, unless **you** keep the salvage of the totaled **covered recreational vehicle**.
- D. A party with an additional interest in a **covered recreational vehicle** shall have no greater rights than **your** rights to recover for a **loss**.

PERMISSION TO RELEASE VEHICLE

This Policy allows **us** to act as an agent on **your** behalf in the event a **covered recreational vehicle** is non-drivable and incurring storage and/or any additional **accident** related expenses thus conferring authority for **us** to move the **covered recreational vehicle** to a secure, storage free inspection facility.

OTHER INSURANCE

- A. If there is other Uninsured/Underinsured Motorist Property Damage Coverage, or similar insurance, that applies and is available under one or more policies, **we** will pay only **our** share of the damages

or **loss**. **Our** share of the damages or **loss** is the proportion that **our** limit of liability under this PART C (II) > UNINSURED/UNDERINSURED MOTORIST PROPERTY DAMAGE COVERAGE bears to the total of all applicable limits with the same priority as this coverage on either a primary or excess basis, whichever is applicable. Any applicable deductible of this Policy will be taken in a proportionate share based on the applicable deductibles of each policy.

- B. However:

Any insurance **we** provide with respect to a **covered recreational vehicle** shall be excess over any other property insurance, self-insurance or other source of recovery that covers that **property damage**.

ARBITRATION

- A. If **we** and an **insured** do not agree:
 1. Whether the **insured** is legally entitled to recover damages for **property damage** from the driver of an **uninsured motor vehicle** or **underinsured motor vehicle** under this Part C (II); or
 2. The amount of damages that are recoverable by the **insured**;

then upon mutual agreement of both parties, these two issues only may be submitted to arbitration. However, unless required by law, neither party may be compelled to participate in arbitration nor shall be liable to the other for refusing to arbitrate.
- B. If both **we** and an **insured** agree to arbitration, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within thirty (30) days, either may request that selection of a third arbitrator be made by a judge of a court having jurisdiction.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the **insured** lives and the American Arbitration Association rules as to procedure and evidence will apply. If the parties do not agree to be governed by the American Arbitration Association rules, local rules of law as to procedure and evidence will apply.
- D. A decision agreed to by two of the arbitrators will be binding as to:
 1. Whether the **insured** is legally entitled to recover damages; and
 2. The amount of the damages.

However, the decision shall be binding only if the amount of damages awarded does not exceed:

1. The limits for **property damage** shown on the **Declarations Page** for Uninsured or Underinsured Motorist Property Damage; or

2. The **minimum limit** for **property damage**.

If the amount exceeds the **minimum limit** for **property damage**, either party may demand the right to trial. This demand must be made within sixty (60) days of the arbitrators' decision. If this demand is not made within sixty (60) days, the amount of damages agreed to by the arbitrators will be binding.

- E. The arbitrators shall have no authority to:
1. Award an amount in excess of the limit of liability;
 2. Award any amount as **punitive** or **exemplary damages** or **statutory multiple damages**;
 3. Award any costs or fees;
 4. Award any amount as interest;
 5. Decide any coverage issue; or
 6. Decide any issues or resolve any dispute with respect to anything other than:
 - a. The legal liability of the owner or operator of an **uninsured motor vehicle**; and
 - b. The amount of compensatory damages that are recoverable by the **insured**.
- F. Each party will:
1. Pay the costs, fees and other expenses it incurs; and
 2. Bear the expenses of the third arbitrator equally.
- G. Arbitration must be demanded in writing and agreed to by the parties within the applicable statute of limitation for filing suit for a contract action which is four (4) years.

7. Malicious mischief or vandalism;
8. Riot or civil commotion;
9. Impact with a bird or animal; or
10. Breakage of glass, except breakage of glass caused by a **collision**.

Our payment will be reduced by the applicable deductible shown on the **Declarations Page**.

LOCKSMITH SERVICES

We will pay up to \$50 for the expense **you** incur for a locksmith's service if a **covered recreational vehicle's** ignition or door key is lost, stolen or locked in the **covered recreational vehicle**.

THEFT REWARD

We will pay \$1,000 to any person providing information which directly results in the conviction of any person(s) involved in the total theft of a **covered recreational vehicle**. The total amount **we** will pay for any such conviction is \$1,000 regardless of the number of persons who may provide information resulting in any such conviction and regardless of the number of persons convicted of the crime.

FIRE DEPARTMENT SERVICE PROTECTION

If Comprehensive Coverage applies to the **covered recreational vehicle**, **we** will pay up to \$1000 for **your** liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect the **covered recreational vehicle** from a covered **loss**. No deductible applies to this coverage.

TOW BAR/TOW DOLLY COVERAGE

In the event of a **loss** covered under this PART D, **we** will pay to repair or replace, at **our** option, a tow bar or tow dolly, up to the Tow Bar/Tow Dolly Coverage limit shown on the **Declarations Page**, if:

- A. The tow bar or tow dolly is damaged or stolen; and
- B. The tow bar or tow dolly is designed:
 1. To tow a private passenger type vehicle behind a **motor home**; and
 2. The private passenger type vehicle has at least two (2) wheels remaining on the ground while being towed.

Our payment will be reduced by the applicable deductible shown on the **Declarations Page** for Comprehensive Coverage and/or Collision Coverage.

WINDSHIELD REPAIRS

If **we** have the window glass of a **covered recreational vehicle** repaired rather than replaced, **we** will waive any applicable deductible and pay the entire cost of the repair. It is the insured's decision as to whether the window glass should be repaired or replaced.

PET PROTECTION

PART D > COVERAGE FOR DAMAGE TO YOUR RECREATIONAL VEHICLE

INSURING AGREEMENT – COLLISION COVERAGE

If Collision Coverage is shown on the **Declarations Page**, **we** will pay for **loss** to a **covered recreational vehicle** caused by a **collision**. **Our** payment will be reduced by the applicable deductible shown on the **Declarations Page**.

INSURING AGREEMENT – COMPREHENSIVE COVERAGE

If Comprehensive Coverage is shown on the **Declarations Page**, **we** will pay for **loss** to a **covered recreational vehicle** and its equipment caused by a peril other than **collision** such as:

1. Missiles or falling objects;
2. Fire or lightning;
3. Theft or larceny;
4. Explosion or earthquake;
5. Windstorm;
6. Hail, water or flood;

If **your pet** is **occupying a covered recreational vehicle** involved in a covered **collision** or comprehensive **loss**, **we** will provide up to:

1. \$1000 per incident, regardless of the number of **your pets** involved, up to \$3,000 per policy period for **pet injury treatment** or **pet replacement**;
2. \$25 per day up to \$125 per policy period for boarding fees if **you** are hospitalized and unable to care for **your pet**;
3. \$75 per policy period for recovery costs if **your pet** is missing after the **accident**; and
4. \$125 per policy period for replacing pet-related travel equipment damaged in the **accident**.

Any payment **we** make for **pet replacement** will be reduced by any prior payments **we** made for **pet injury treatment** for **your pet** resulting from the same incident. No deductible applies to this coverage.

TOWING AND LABOR COVERAGE

- A. If Towing and Labor Coverage is shown on the **Declarations Page**, **we** will pay the reasonable cost, as determined by **us**, that **you** incur for a **covered recreational vehicle** for:
 1. Mechanical labor up to one hour at the place where the **covered recreational vehicle** broke down;
 2. Towing to the nearest place where the necessary repairs can be made during regular business hours if the **covered recreational vehicle** will not run;
 3. Towing the **covered recreational vehicle** out if it is stuck on or immediately next to a public roadway; and
 4. Delivery of gas, oil, battery or change of tire.
- B. Towing and Labor Coverage will apply only to the **covered recreational vehicle** for which this coverage and specific premium are shown on the **Declarations Page**.
- C. **We** will not pay for the cost of the necessary repairs or the cost of the gas, oil, battery or tire.
- D. This coverage is limited to no more than six (6) occurrences per policy period.
- E. **You** will not be entitled to receive duplicate payment under this coverage for reasonable costs **you** incur and which are covered elsewhere under this Policy.
- F. **We** will only provide Towing and Labor Coverage within the policy territory as defined in the GENERAL PROVISIONS of this Policy.

EMERGENCY EXPENSE COVERAGE

Losses Occurring Away from Home:

- A. In the event a **loss** covered under PART D > COVERAGE FOR DAMAGE TO YOUR RECREATIONAL VEHICLE causes the **covered**

recreational vehicle to be rendered uninhabitable or inoperable more than fifty (50) miles from the principal garaging or storage location, **we** will pay **you** for the expenses **you** incur for lodging, transportation, meals and pet boarding;

- B. **We** will pay up to \$250 per day up to the maximum limit displayed on the **Declarations Page** per **loss** until the **covered recreational vehicle** is repaired or returned to its principal garaging or storage location; and
- C. The maximum limit displayed on the **Declarations Page** is the most **we** will pay for such expenses regardless of any other emergency expense allowance, additional living expenses, or transportation expense coverage in **your** Policy.

ADDITIONAL DEFINITIONS - PART D > COVERAGE FOR DAMAGE TO YOUR RECREATIONAL VEHICLE

As used in this PART D:

- A. “**Additional recreational vehicle**” means a **recreational vehicle** or **utility trailer** that **you** acquire in addition to the **recreational vehicle(s)** or **utility trailer(s)** shown on the **Declaration Page**, if:
 1. No other insurance applies to the acquired **recreational vehicle** or **utility trailer**;
 2. Within thirty (30) calendar days after **you** become the **owner** of the **additional recreational vehicle**, **you** ask **us** to add the **additional recreational vehicle** to **your** Policy; and
 3. The **additional recreational vehicle** is a:
 - a. **Recreational vehicle**, **we** insure all **recreational vehicles owned by you** on the date **you** take possession of the **recreational vehicle**; or
 - b. **Utility trailer**, **we** insure all **utility trailers owned by you** on the date **you** take possession of the **utility trailer**.

If **you** ask **us** to insure the **additional recreational vehicle** within thirty (30) calendar days after **you** acquire the **recreational vehicle** or **utility trailer** and **we** agree to insure it, any coverage **we** provide for the **additional recreational vehicle** is subject to the following conditions:

1. On the date **you** become the **owner**, an **additional recreational vehicle** will have the broadest coverage **we** provide on any:
 - a. **Recreational vehicle** shown on the **Declarations Page**, if the **additional recreational vehicle** is a **recreational vehicle**; or
 - b. **Utility trailer** shown on the **Declarations Page**, if the **additional recreational vehicle** is a **utility trailer**.

2. Any coverage **you** ask **us** to add to the **recreational vehicle** or **utility trailer** or any increase of limits of liability shall not begin until after:
 - a. **We** agree to add the coverage or increase the limits; and
 - b. **You** pay any additional premium when due.
- B. **“Collision”** means the upset of a **covered recreational vehicle** or its impact with another vehicle or object.
- C. **“Original equipment manufacturer”** and **“OEM”** mean parts or items:
 1. Produced and/or installed by the manufacturer of the **recreational vehicle**; or
 2. Produced by a vendor of the manufacturer of the **recreational vehicle** that the manufacturer intends as a part of the **recreational vehicle** or manufacturer’s option when new.
- D. **“Pet injury treatment”** means reasonable and customary veterinary costs incurred by **you** or a **family member** for treatment of **your pet** that is injured in a covered **loss** while **occupying a covered recreational vehicle**. Reasonable and customary veterinary costs include any medications or procedures prescribed by a veterinarian.
- E. **“Pet replacement”** means the cost to replace **your pet** with one of like kind and quality, if **your pet**:
 1. Dies as the result of a covered **loss**; or
 2. Is **occupying** the **covered recreational vehicle** during a covered total theft **loss** and **your pet** is not recovered.

This does not include any training, grooming, veterinary bills, or any other expenses other than the cost to replace **your pet** itself.
- F. **“Replacement recreational vehicle”** means a **recreational vehicle** or **utility trailer** that **you** acquire to replace a **recreational vehicle** or **utility trailer** shown on the **Declarations Page** if no other insurance applies to the acquired **recreational vehicle** or **utility trailer** and **we** insure all:
 1. **Recreational vehicles** that **you** own, if the **replacement recreational vehicle** is a **recreational vehicle**; or
 2. **Utility trailers** that **you** own, if the **replacement recreational vehicle** is a **utility trailer**.

Any coverage **we** provide for a **replacement recreational vehicle** is subject to the following terms:

1. On the date **you** become the **owner** of a **replacement recreational vehicle**, if coverage applies under this Policy, that **replacement recreational vehicle** will have the same coverage as the **recreational vehicle** or **utility trailer** shown on **your Declarations Page** that is being replaced.
2. The deductible that applies to a **replacement recreational vehicle** shall be the same as the **recreational vehicle** or **utility trailer** it replaced.
3. All coverage **we** provide for the **replacement recreational vehicle** ends thirty (30) calendar days after **you** become the **owner** if **you** do not ask **us** to insure it within those thirty (30) calendar days.
4. Any coverage **you** ask **us** to add to the **recreational vehicle** or **utility trailer** or any increase of limits of liability shall not begin until after:
 - a. **We** agree to add the coverage or increase the limits; and
 - b. **You** pay any additional premium when due.
- G. **“Your pet”** means a dog or cat owned by **you** or a **family member**.

EXCLUSIONS

PLEASE READ THE EXCLUSIONS CAREFULLY. IF ANY EXCLUSION APPLIES, COVERAGE FOR DAMAGE TO YOUR RECREATIONAL VEHICLE WILL NOT BE PROVIDED FOR AN ACCIDENT OR LOSS THAT OTHERWISE WOULD BE COVERED UNDER THIS POLICY.

- A. **We** will not pay for:
 1. **Loss**:
 - a. Caused intentionally by, or at the direction of, **you** or any **family member**; or
 - b. That is, or should be, reasonably expected to result from an intentional act of **you** or any **family member**;

even if the actual **loss** or damage is different than that which was intended.

However, this exclusion does not apply to an innocent spouse or an innocent **insured**.
 2. **Loss** to a **covered recreational vehicle** that occurs while it is being used to **carry persons or property for compensation or a fee** or as a public or livery conveyance. This exclusion does not apply to a share-the-expense car pool.
 3. **Loss** to a **covered recreational vehicle** being maintained or used by any person while

employed or otherwise engaged in any **motor vehicle business**.

4. **Loss** to a **covered recreational vehicle** while maintained or used by any person employed or otherwise engaged in any **business** (other than farming or ranching) unless the use while engaged in any business is incidental. If a **business** or artisan use is noted on the **Declarations Page** for a **recreational vehicle** shown on the **Declarations Page**, this exclusion does not apply to the **ownership**, maintenance, or use of that **recreational vehicle** by:

- a. **You**; or
- b. Any **family member**.

5. **Loss** to any vehicle for which insurance:
- a. Is afforded under a nuclear energy liability policy; or
 - b. Would be afforded under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

For purposes of this exclusion, a nuclear energy liability policy means a policy issued by any of the following or their successors:

- a. Nuclear Energy Liability Insurance Association;
- b. Mutual Atomic Energy Liability Underwriters;
- c. Nuclear Insurance Association of Canada.

6. **Loss** to a **covered recreational vehicle** while such **recreational vehicle** is engaged in **racing**.
7. **Loss** that occurs while a **covered recreational vehicle** is being used in the course of committing a **crime**. This does not apply to **loss** that occurs when the **covered recreational vehicle** has been stolen.
8. **Loss** to a **covered auto** or any **non-owned auto** arising out of the **ownership** or use of an auto while it is used by a **transportation network company driver** who is logged onto a **transportation network company's digital network** as a driver but is not engaged in a **transportation network company prearranged trip** or while the driver logged onto a **transportation network company's digital network** provides a **transportation network company prearranged trip**. This exclusion does not apply when an **insured** is a passenger in a **TNC vehicle owned** by an **insured**.
9. **Loss** caused by or as any consequence of:
- a. War, whether declared or undeclared;
 - b. Civil war;
 - c. Insurrection;
 - d. Rebellion or revolution;

- e. Radioactive contamination; or
- f. Nuclear reaction or radiation, whether controlled or uncontrolled or however caused.

10. Damage due and confined to:

- a. Wear and tear;
- b. Prior loss or damage;
- c. Freezing;
- d. Mechanical or electrical breakdown or failure;
- e. Manufacturer's defects or faulty materials;
- f. Road damage to tires; or
- g. **Your** lack of routine and/or proper maintenance as prescribed by the manufacturer.

This exclusion does not apply if the damage results from the total theft of a **covered recreational vehicle** to which Comprehensive Coverage under this Policy applies.

11. **Loss** caused directly or indirectly by any of the following:
- a. Water leakage or seepage unless the result of any other covered **loss** under PART D > COVERAGE FOR DAMAGE TO YOUR RECREATIONAL VEHICLE;
 - b. Gradual deterioration;
 - c. Rust or corrosion;
 - d. Wet or dry rot; or
 - e. Dampness of atmosphere or temperature extremes.

This exclusion does not apply to damages resulting from the total theft of the **covered recreational vehicle**.

12. **Loss** to a **covered recreational vehicle** due to or as a consequence of:
- a. Destruction, seizure or confiscation by government or civil authorities including, but not limited to, destruction, seizure, or confiscation by any federal or state law enforcement officer in connection with any violation of any controlled substances law for which **you** are convicted; or
 - b. Repossession by any entity acting on behalf of the **owner** of the **covered recreational vehicle**.

This exclusion does not apply to the interests of Loss Payees in a **covered recreational vehicle**.

13. **Loss** to equipment designed or used for the detection or location of radar, laser or other

speed measuring equipment or its transmission.

14. **Loss** to portable equipment, devices, accessories and any other personal effects that are not permanently installed on the **covered recreational vehicle**. This includes, but is not limited to:
 - a. Wearing apparel;
 - b. Tools;
 - c. Tapes, records, compact discs, DVDs or other recording or recorded media;
 - d. Any containers designed to carry or store tapes, records, compact discs, DVDs or other recording or recorded media;
 - e. Personal computers, telephones, DVD players, two-way mobile radios or televisions; or
 - f. Any other accessories used with electronic equipment designed to receive or transmit audio, visual or data signals.
15. **Loss** due to theft, larceny or conversion of a **covered recreational vehicle** or its equipment by **you**, a **family member** or any other persons listed as a driver on the **Declarations Page**.
16. **Loss** to a **covered recreational vehicle**:
 - a. Prior to its delivery to **you**; or
 - b. Due to theft prior to its delivery to **you**.
17. **Loss** resulting from the purchase of a **covered recreational vehicle** from any person or organization other than the **recreational vehicle's** rightful **owner**.
18. **Loss** arising out of any liability assumed by **you** or a **family member** under any contract or agreement.
19. **Loss** to internal equipment or furnishings, whether permanently attached to the **covered recreational vehicle** or not, due and confined to scorching, marring, scratching or breakage unless:
 - a. The breakage is to glass which is permanently a part of or attached to the **covered recreational vehicle**;
 - b. The cause of such damage is malicious mischief, vandalism, riot, civil commotion, fire or lightning; or
 - c. The damage results from the theft of the **covered recreational vehicle**.
20. **Loss** due to vermin, insects, birds, animals or rodents. This exclusion does not apply to damage from **collision** with birds or animals.
21. **Loss** to a **covered recreational vehicle** caused by previously unrepaired damage.

- B. **We** do not provide coverage for **loss** arising out of the **ownership**, maintenance or use of a **covered recreational vehicle** that:
 1. Has been rented, leased, subleased, loaned or given by **you** or a **family member** to another party in exchange for money, value, goods, services, compensation or reimbursement;
 2. Has been given in exchange for compensation;
 3. Is under a conditional sales agreement by **you** to another; or
 4. Has been entrusted to anyone other than **you** or a **family member** for consignment; sale; promoting sale; subleasing; leasing; renting; or selling and is no longer in **your** possession.

However, 1. and 2. of this exclusion B. does not apply when the **insured** lends a **covered recreational vehicle** to another person for reimbursement of operating expenses only.

LIMIT OF LIABILITY

- A. **Our** limit of liability for **loss** shall not exceed the lowest of the:
 1. **Actual cash value** reduced by:
 - a. The applicable deductible shown on the **Declarations Page**; and
 - b. Its salvage value if **you** or the **owner** retain the salvage;
 2. Amount necessary to repair or replace the property with other property of like kind and quality reduced by:
 - a. The applicable deductible shown on the **Declarations Page**; and
 - b. Its salvage value if **you** or the **owner** retain the salvage; or
 3. Stated amount shown on the **Declarations Page**, if any.
- B. If **you** have declared a stated amount for a specific **recreational vehicle** shown on the **Declarations Page**, that stated amount is the most **we** will pay for **loss** to that **recreational vehicle**, including its **customized equipment and parts**.
- C. In repairing damaged property, **we** may specify the use of mechanical, non-safety related automobile parts not made by the original manufacturer. These parts will be at least equal in terms of fit, kind, quality, performance and warranty to the original manufacturer parts they replace. If **we** specify the use of non-**OEM** parts, **we** will identify each such part on **your vehicle** repair estimate.
- D. In determining the amount necessary to repair the damaged parts, **we** will not pay more than the prevailing competitive labor rates charged in the area in which the property is to be repaired. **We** will

also not pay more than the cost of repair or replacement parts as reasonably determined by **us**. PART D > COVERAGE FOR DAMAGE TO YOUR RECREATIONAL VEHICLE does not cover, and **we** will not pay for, **diminution in value**.

E. In the event of a total **loss** to a **recreational vehicle** listed on the **Declarations Page**, **you**, or someone on **your** behalf, must provide **us** the key to such **recreational vehicle** at **our** request. If **we** are not provided the key to such **recreational vehicle**, **we** will reduce any amount payable to **you** by \$250 because of:

1. The cost in duplicating the key; or
2. The loss in salvage value.

This provision will not apply if **you** retain the salvage.

F. Payments for **loss** covered under this PART D are subject to the terms set forth here:

1. No more than one deductible shall be applied to any one covered **loss**.
2. In determining the amount necessary to repair damaged property to its pre-**loss** condition, the amount to be paid by **us** will be based on the cost of repair or on the cost of replacement parts and equipment which may be new, reconditioned, remanufactured or used including, but not limited to:
 - a. Original manufacturer parts or equipment; and
 - b. Non-OEM parts or equipment.
3. The **actual cash value** is determined by the market value, age and condition of the vehicle at the time the **loss** occurs.
4. Duplicate recovery for the same elements of **loss** is not permitted. No one will be entitled to receive duplicate payments for the same elements of **loss** under this coverage and:
 - a. Any other coverage provided by this Policy; or
 - b. Under any other **auto** or **recreational vehicle** insurance

G. After an **accident** to which PART D applies, **we** will pay reasonable charges, for transporting and storing a **covered recreational vehicle** to a repair facility near the location of **loss**.

H. For any **property damage** to which PART C (II) UNINSURED/UNDERINSURED MOTORIST PROPERTY DAMAGE of this policy (or similar coverage from another policy) and this coverage both apply, **you** may choose the coverage from which damages will be paid. **You** may recover under both coverages, but only if:

1. Neither one by itself is sufficient to cover the loss;

2. **You** pay the higher deductible amount (but you do not have to pay both deductibles); and
3. **You** will not recover more than the actual damages.

PAYMENT OF LOSS

- A. At **our** option, **we** may pay for the **loss** in money or repair or replace the damaged or stolen property.
- B. **We** may, at **our** expense, return any stolen property to **you** or to the address last known by **us**. If **we** return stolen property, **we** will pay for any direct physical damage to a **covered recreational vehicle**, or its equipment, resulting from the theft, subject to the provisions of the **LIMIT OF LIABILITY** section. **We** may keep all or part of the property at an agreed or appraised value, but there shall be no abandonment to **us**.
- C. **We** may make payment for a **loss** to **you**, the **owner** of the property or the lienholder.
- D. If **we** make a payment for theft or total **loss** of a **covered recreational vehicle**, **you** or the **owner** must transfer the title of that **covered recreational vehicle** to **us** at or before the time of payment, unless **you** or the **owner** keep the salvage of a totaled **covered recreational vehicle**.
- E. A party with an additional interest in a **covered recreational vehicle** shall have no greater rights than **your** rights to recover for a **loss**.

PERMISSION TO RELEASE VEHICLE

This Policy allows **us** to act as an agent on **your** behalf in the event a **recreational vehicle** or **utility trailer** listed on the **Declarations Page** is non-drivable and incurring storage and/or any additional **accident** related expenses thus conferring authority for **us** to move the listed **recreational vehicle** or **utility trailer** to a secure, storage free inspection facility.

NO BENEFIT TO BAILEE

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

OTHER SOURCES OF RECOVERY

- A. If other collectible insurance and bonds also cover the **loss** to a **covered recreational vehicle**, and:
 1. **You** or a **family member** are **occupying** the **covered recreational vehicle** at the time of **loss**; or
 2. The vehicle is in the care, custody and control of **you** or a **family member**;

we will pay only **our** share of the **loss**. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits. Any applicable deductible of this Policy will be taken in a proportionate share based on the applicable deductibles of each policy.

- B. If other insurance also covers the **loss** to a **covered recreational vehicle**, and:
1. **You** or a **family member** are not **occupying** the **covered recreational vehicle** at the time of **loss**; and
 2. The vehicle is in the care, custody and control of someone other than **you** or a **family member**;
- any insurance **we** provide shall be excess to all other collectible insurance and bonds.

APPRAISAL

- A. If **we** and **you** do not agree on the amount of **loss**, either may demand an appraisal of the **loss**. In this event, each party will select a competent, licensed and impartial appraiser within fifteen (15) days of the demand for appraisal. The two appraisers will select an umpire. If they are unable to agree upon an umpire within fifteen (15) days, **we** or **you** may request that a judge of a court of record, in the county where **you** live, select an umpire. The appraisers will state separately the **actual cash value** and the amount of **loss**. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
1. Pay its chosen appraiser; and
 2. Bear the expenses of the appraisal and umpire equally.
- B. Appraisers have authority only to decide the amount of the **loss**. The appraisers have no authority to:
1. Make any coverage decisions under the Policy; or
 2. Award any fees, interest or costs.

LOSS PAYABLE CLAUSE

- A. Subject to all the terms of this Policy, **loss** or damage shall be paid, as interest may appear, to the **named insured** and/or the loss payee shown on the **Declarations Page** of this Policy, both jointly or separately, at **our** discretion.
- B. The loss payee's interest will not be protected if the **loss** results from **your** fraudulent acts or omissions, conversion, secretion or embezzlement of a **covered recreational vehicle** or if the **loss** is not payable to **you** under the terms of this Policy.
- C. **We** reserve the right to cancel or nonrenew this Policy as permitted by policy terms and state law. The cancellation or nonrenewal shall terminate this agreement as to the loss payee's interest. If **we** are required by law or regulation to give the loss payee notice of cancellation, **we** will give such notice in accordance to such law or regulation. In addition, any continuance of coverage protecting the loss payee's interest shall terminate on the effective date of a policy contract or insurance binder for similar coverage issued by another insurance carrier.

- D. In the event the loss payee makes a claim under this Policy, the loss payee shall be required to abide by all terms and conditions of this Policy applicable to **you** and shall have no greater rights than **you** to receive payment.
- E. When **we** pay the loss payee, **we** shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.
- F. This clause has no effect if the name of the loss payee is not shown on the **Declarations Page**.

PART E > PERSONAL INJURY PROTECTION COVERAGE

INSURING AGREEMENT

- A. **We** will pay Personal Injury Protection benefits because of **bodily injury**:
1. Resulting from a motor vehicle **accident**; and
 2. Sustained by a **covered person**.
- Our** payment will only be for losses or expenses incurred within three years from the date of **accident**.
- B. Personal Injury Protection benefits consist of:
1. Reasonable expenses incurred for necessary medical, surgical, x-ray, or dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing expenses and funeral services.
 2. Eighty percent of a **covered person's** loss of income from employment. These benefits apply only if, at the time of the **accident**, the **covered person**:
 - a. Was an income producer; and
 - b. Was in an occupational status.

These benefits do not apply to any loss after the covered person dies.

As a condition of receiving loss of income benefits, the **covered person** must provide **us** with reasonable medical proof of disability related to the injury causing the loss of income.

Loss of income is the difference between:

- a. Income which would have been earned had the **covered person** not been injured; and
- b. The amount of income actually received from employment during the disability.

If the income being earned as of the date of **accident** is a salary or fixed remuneration, it shall be used in determining the amount of income which would have been earned. Otherwise, the average monthly income earned during the period (not more than 12 months) preceding the **accident** shall be used.

3. Reasonable and necessary expenses incurred for obtaining essential services. These services must replace those a **covered person** would normally have performed:

- a. Without pay;
- b. During a period of disability; and
- c. For the care and maintenance of the family or household.

These benefits apply only if, at the time of the accident, the **covered person**:

- a. Was not an income producer; and
- b. Was not in an occupational status.

The benefits do not apply to any loss after the **covered person** dies.

ADDITIONAL DEFINITION – PART E > PERSONAL INJURY PROTECTION COVERAGE

- A. **"Covered person"** as used in this PART E means:

1. **You** or any **family member**:
 - a. While **occupying**; or
 - b. When struck by;
a motor vehicle designed for use mainly on public roads or a **trailer** of any type.
2. Any other person while **occupying your covered recreational vehicle** with your permission.

EXCLUSIONS

We do not provide Personal Injury Protection Coverage for any person for **bodily injury** sustained:

1. In an **accident** caused intentionally by that person.
2. By that person while in the commission of a felony.
3. By that person while attempting to elude arrest by a law enforcement official.
4. While occupying, or when struck by, any motor vehicle (other than a **covered auto**) which is owned by **you**.
5. By a **family member** while occupying, or when struck by any motor vehicle (other than a **covered auto**) which is **owned** by a **family member**.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:
1. Covered persons;
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations; or
 4. Vehicles involved in the accident.

- B. No one will be entitled to receive duplicate payment for the same elements of damage.

OTHER INSURANCE

If there is other Personal Injury Protection Insurance, **we** will pay only **our** share. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits. However, any insurance **we** provide with respect to a vehicle **you** do not own shall be excess over any other collectible Personal Injury Protection Insurance.

OTHER PROVISIONS

- A. Loss Payments. Benefits are payable:
1. Not more frequently than every two weeks; and
 2. Within thirty (30) days after satisfactory proof of claim is received.
- B. Modification. The OUR RIGHT TO RECOVER PAYMENT section of GENERAL PROVISIONS does not apply to this coverage.

ASSIGNMENT OF BENEFITS

Payments for medical expenses will be paid directly to a physician or other health care provider if **we** receive a written assignment signed by the **covered person** to whom such benefits are payable.

GENERAL PROVISIONS

ADDITIONAL DEFINITIONS USED IN THIS SECTION

- A. **"Mail"**, **"mailing"** or **"mailed"** means:
1. Delivery by **us** to any of the following:
 - a. United States Postal Service; or
 - b. Public or private mail carrier;
 2. Sent by **us** through electronic transmission, if not prohibited by state law; or
 3. Any other methods allowed by law.
- B. **"Proof of mailing"** means sufficient evidence that a correspondence or notice has been presented to the United States Postal Service for mailing. **Proof of mailing** includes, but is not limited to, any form of certificate of mailing or certificate of bulk mailing issued by the United States Postal Service, including a Certificate of Bulk Mail or any other form allowed by state law.

BANKRUPTCY

Bankruptcy or insolvency of the **insured** shall not relieve **us** of any obligations under this Policy.

CHANGES

- A. This Policy, along with the **Declarations Page** and Application, which are incorporated into and made part of this Policy, and any endorsements issued by **us**, contain all the agreements between **you**

and **us**. Its terms may not be changed or waived except in writing by **us**.

B. The premium for each **covered recreational vehicle** is based on information **we** have received from **you** or other sources. **You** agree:

1. That if any of this information material to the development of the Policy premium is incorrect, incomplete or changed, **we** may adjust the premium accordingly during the policy period.
2. To cooperate with **us** in determining if this information is correct and complete.
3. To advise **us** of any changes such as the following which **we** consider material to the development of the Policy premium:
 - a. The number or types of **covered recreational vehicles**;
 - b. The operators using the **recreational vehicle** insured under **your** Policy (either additions or deletions);
 - c. People **residing** in **your** household;
 - d. **Your** address and/or the principal place where **you** garage any of the **recreational vehicles** insured under this Policy;
 - e. The use of **recreational vehicles** insured under **your** Policy;
 - f. **You** or a **family member** obtain a driver's license or operator's permit or have a driver's license revoked, suspended or reinstated; or
 - g. The marital status of **you**, a **family member** or any **regular operator**.

C. Any adjustment of **your** premium will be made using **our** rules in effect at the time of the change. Premium adjustments may include, but are not limited to, changes in:

1. **Recreational vehicles** insured under the Policy;
2. Use of the **recreational vehicles** insured under the Policy;
3. Drivers;
4. Coverages or coverage limits;
5. Principle place where **you** garage any of the **recreational vehicles** insured under this Policy;
6. Eligibility for discounts or surcharges or other premium credits or debits;
7. Marital status; or
8. Other factors permitted by law.

- D. **We** may revise **your** Policy coverages to provide more protection without additional premium charge. If **we** do this and **you** have the coverage which is changed, **your** Policy will automatically provide the additional coverage as of the date the revision is effective in **your** state. This does not apply to changes made with a general program revision that includes both broadening and restrictions in coverage, whether that general program revision is made through introduction of a subsequent edition of **your** Policy or an amendatory endorsement.
- E. If **you** ask **us** to delete a **recreational vehicle**, no coverage will apply as of the date and time **you** ask **us** to delete such **recreational vehicle**.
- F. If **we** make a change to this Policy during the policy period that broadens any coverage without an additional premium charge, **you** will have the broadened coverage if that coverage is in effect on the date of change. The effective date of a change will be the date **we** implement that change in the state in which the Policy is written.

SETTLEMENT OF CLAIMS

We may use estimating, appraisal, or injury evaluation systems or tools to determine any amounts to be paid under this Policy. These systems or tools may be developed by **us** or by third parties and may include computer software, databases and special technology.

LEGAL ACTION AGAINST US

- A. No legal action may be brought against **us** until there has been full compliance with all the terms of this Policy. In addition, under PART A > LIABILITY COVERAGE, no legal action may be brought against **us** unless:
 1. **We** agree in writing that the **insured** has an obligation to pay for damages due to a covered **accident**; or
 2. The amount of that obligation has been finally determined by judgment after trial.
- B. No person or organization has any right under this Policy to bring legal action against **us** or to make **us** a party to any legal proceeding to determine the liability of the **insured**.
- C. If **we** retain salvage, **we** have no duty to preserve or otherwise retain the salvage for any purpose, including as evidence for a legal proceeding absent any specific and formal written request to do so.
- D. Any lawsuit against **us** for benefits under any part of this Policy, or any lawsuit filed against **us** by an **insured** following an **accident**, must be commenced within two years and one day from the date the cause of action first accrues.

OUR RIGHT TO RECOVER PAYMENT

- A. If **we** make a payment under this Policy and the person to or for whom payment was made has a right to recover damages from another, **we** shall be subrogated to that right. That person shall:
1. Do whatever is necessary to enable **us** to exercise **our** rights;
 2. Do nothing after an **accident** or **loss** to prejudice **our** rights;
 3. Deliver to **us** any legal papers relating to that recovery;
 4. Take the necessary or appropriate action, through a representative designated by **us**, to recover payment as damages from the responsible person or organization; and
 5. Execute and deliver to **us** any legal instruments or papers necessary to secure the rights and obligations of the **insured** and **us** as established here.

However, **our** rights under this paragraph A. do not apply under Part D > COVERAGE FOR DAMAGE TO YOUR RECREATIONAL VEHICLE against any person using a **covered recreational vehicle** with the **owner's** express or implied permission.

- B. If **we** make a payment under this Policy and the person to or for whom payment is made recovers damages from another, that person shall:
1. Hold in trust for **us** the proceeds of the recovery; and
 2. Reimburse **us** to the extent of **our** payment.
- C. If **we** pursue recovery from a liable party:
1. **You** permit **us** to seek recovery of any deductible that may apply, but **we** have no duty to do so. **We** will notify **you** if **we** do not intend to collect the deductible.
 2. **We** reserve the right to compromise or settle the deductible and property damage claims against the responsible parties for less than the full amount. For those sums, **you** agree to be bound by:
 - a. A settlement agreement entered into by **us** and the liable party; or
 - b. The outcome of appraisal or arbitration.
 3. If the total recovery is less than the total of **our** payment and the deductible, **we** will reduce reimbursement of the deductible to **you** based on the proportion that the actual recovery bears to the total of **our** payment and the deductible.

POLICY PERIOD AND TERRITORY

- A. This Policy applies only to **accidents** or **losses** which occur:

1. During the policy period as shown on the **Declarations Page**; and
 2. Within the policy territory.
- B. The policy territory is:
1. The United States of America, its territories or possessions; or
 2. Canada.

This Policy also applies to covered **accidents** or covered **losses** while the **recreational vehicle** insured under this Policy is being transported

POLICY TERMINATION

A. Cancellation

1. This Policy may be cancelled during the policy period as follows:
 - a. **You** may cancel by:
 - i. Returning this Policy to **us**; or
 - ii. Giving **us**, or **our** authorized representative, advance written notice of the date cancellation is to take effect. The effective date of the cancellation shall be either the date **we** receive such notice or the date specified in the notice, whichever is later. **We** may, at **our** option, waive the requirement that the notice state a future date for cancellation and cancel the Policy as of the effective date shown in the notice.
 - b. **We** may cancel this Policy by **mailing** a notice of cancellation to the **named insured** at the address last known by **us**:
 - i. At least ten (10) days notice:
2. When this Policy has been in effect for less than sixty (60) days, **we** may cancel this Policy for any lawful reason. Notice of Cancellation will be provided as required by state law and will be provided not later than the tenth (10) day before the effective date of cancellation.
3. After this Policy is in effect for sixty (60) days, or if this is a renewal or continuation policy, **we** will cancel only for one or more of the following reasons:
 - a. If cancellation is for nonpayment of premium; or
 - b. If **you** submit a fraudulent claim; or
 - c. If **your** driver's license or motor vehicle registration or that of:
 - i. Any driver who lives with **you**; or
 - ii. Any driver, who customarily uses a **covered auto** has been suspended or revoked. However, we will not cancel if **you** consent to the attachment of an

endorsement eliminating coverage when a **covered auto** is being operated by the driver whose license has been suspended or revoked.

- d. If the department determines that the continuation of the policy would violate or place **us** in violation of the Insurance Code or any other law governing the business of insurance in Texas.

We may not cancel this Policy based solely on the fact that **you** are an elected official.

B. **Nonrenewal**

If **we** decide not to renew or continue this Policy, **we** will **mail** notice to the **named insured** at the address last known by **us**. Notice will be **mailed** at least thirty (30) days before the end of the policy period. Subject to this notice requirement, if the policy period is:

1. Less than one year, **we** will have the right not to renew or continue this Policy at the Policy anniversary date.
2. 1 year or longer, **we** will have the right not to renew or continue this Policy at each anniversary of its original effective date.

We will not refuse to renew because of the age of the **insured**. **We** may not refuse to renew this Policy based solely on the fact that **you** are an elected official.

In accordance with Texas Insurance Code section 551.1053, if an **insured** fails or refuses to cooperate with **us** in the investigation, settlement or defense of a claim or action; or **we** have been unable to contact the **insured** after using reasonable efforts to do so, **we** will provide written notice to the **named insured** stating:

1. How the **insured** failed or refused to cooperate, including failure as a result of **our** inability to contact the **insured**;
2. The claim or action for which **we** are requesting cooperation; and
3. **We** will not renew the policy if the **insured** continues to fail or refuse to cooperate.

If the **named insured** fails or refuses to cooperate with **us** in the investigation, settlement or defense of a claim or action described by such notice, **we** will not renew the policy.

C. **Automatic Termination**

1. If **we** offer to renew or continue **your** Policy and **you** or **your** representative do not accept, this Policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that **you** have not accepted **our** offer.

2. If other insurance is obtained on a **covered recreational vehicle**, any similar insurance provided by this Policy will terminate as to that **recreational vehicle** on the effective date of the other insurance.
3. If a **covered recreational vehicle** is sold or transferred to someone other than **you** or a **family member**, insurance provided by this Policy will terminate as to that **recreational vehicle** on the effective date of the sale or transfer.
4. Nothing in this **POLICY TERMINATION** section shall waive **our** rights to void this Policy, if permitted by law.

D. **Payment Of Premium**

1. If **you** make a premium payment for a renewal of **your** Policy using an uncollectible instrument, **our** offer of policy renewal is deemed rejected by **you** and the Policy terminated without renewal. **Our** right to void this Policy will not be affected if **we** submit the remittance for payment more than once.
2. Examples of an uncollectible instrument and payment not being honored upon presentment include, but are not limited to:
 - a. Checks dishonored or refused due to insufficient funds;
 - b. Checks drawn from closed accounts;
 - c. Invalid credit cards or credit card charges dishonored or refused by the issuing financial institution; and
 - d. Electronic Funds Transfer (EFT) or Automated Clearing House (ACH) transfers or payments from a financial institution or similar account that are refused, dishonored or rejected.
3. If any of these acts or events occur at initial application or at any time during the policy period, it shall be deemed to be nonpayment of premium.

E. **Other Termination Provisions**

1. If the law in effect at the time this Policy is issued, renewed or continued:
 - a. Requires a longer notice period;
 - b. Requires a special form of, or procedure for, giving notice; or
 - c. Modifies any of the stated termination reasons;**we** will comply with those requirements.
2. If not prohibited by state law, **we** may deliver any notice in person instead of **mailing** it.
3. **Proof of mailing** of any notice shall be sufficient proof of notice.

4. If this Policy is cancelled, the premium refund, if any, will be computed of pro-rata. Any refund of unearned premium will be returned no later than the fifteenth (15) business day after the effective date of cancellation.
5. Any notice stating the Policy has ended shall terminate all coverages under this Policy as of the effective date in the notice.

TRANSFER OF YOUR INTEREST IN THIS POLICY

Your rights and duties under this Policy may not be assigned without **our** written consent. However, upon the death of the **named insured**, coverage will be provided until the end of the policy period or cancellation date, whichever is earlier, for:

1. The **named insured's** surviving spouse or domestic partner. Coverage applies to the spouse as if a named insured shown on the **Declarations Page**.
2. The legal representative of the deceased person while acting within the scope of the duties of a legal representative. This applies only with respect to the representative's legal responsibility to maintain or use a **covered recreational vehicle**.

MISREPRESENTATION AND FRAUD

- A. This Policy was issued in reliance on the information provided on **your** written or verbal insurance Application.

To the extent permitted by Texas Insurance Code sections 705.003 and 705.004, **we** reserve the right to void from inception or rescind this Policy if **you** or a **family member** fraudulently or negligently:

1. Made any false statements or representations to **us** with respect to any material fact or circumstance; or
2. Concealed, omitted or misrepresented any material fact or circumstance or engaged in any fraudulent conduct;

in the Application for this insurance or when renewing this Policy, requesting reinstatement of this Policy or applying for any coverage under this Policy which misled **us** which caused **us** to waive or lose a valid defense to the policy.

A fact or circumstance will be deemed material if **we** would not have:

1. Written this Policy;
2. Agreed to insure the risk assumed; or
3. Assumed the risk at the premium charged.

This includes, but is not limited to, failing to disclose in the verbal or written Application all persons **residing in your** household or **regular operators** of a **covered recreational vehicle**.

- B. If **we** void this Policy, the Policy will be void from its inception, and **we** will not be liable for any claims or damages that would otherwise be covered.

- C. **We** may cancel this Policy and/or may not provide coverage under this Policy if **you**, a **family member** or anyone else seeking coverage under this Policy concealed or misrepresented any material fact or circumstance or engaged in fraudulent conduct in connection with the presentation or settlement of a claim. This includes, but is not limited to, misrepresentation concerning a **covered recreational vehicle** or **your** interest in a **covered recreational vehicle**.
- D. **We** may, at **our** sole discretion, void or rescind this Policy for fraud or misrepresentation even after the occurrence of an **accident** or **loss**. This means that **we** will not be liable for any claims or damages which would otherwise be covered.
- E. If **we** make a payment under this Policy for a **loss** or **accident** to **you** or to a person seeking coverage under this Policy which **we** later discover was obtained through fraud, concealment or misrepresentation by **you** or the person seeking coverage under this Policy, **we** reserve the right, at **our** sole discretion, to recover such payment made or incurred.

TWO OR MORE RECREATIONAL VEHICLE POLICIES

If this Policy and any other **recreational vehicle** policy issued to **you** by **us** apply to the same **accident** or **loss**, the total limit of **our** liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

TERMS OF POLICY CONFORM TO STATUTE

If any provision of this Policy fails to conform to the statutes of the state in which this Policy is written, the provision shall be deemed amended to conform to such statutes. All other provisions shall be given full force and effect. Any disputes as to the coverages provided or the provisions of this Policy shall be governed by the law of the state in which this Policy is written.

JOINT AND INDIVIDUAL INTERESTS

You may change or cancel this Policy; however, **your** action(s) shall be binding on all persons provided coverage under this Policy.

ELECTRONIC SIGNATURE

- A. **You** and **we** agree that electronic signatures may be used and will satisfy any regulatory or other requirement for written signatures. When a law requires:

1. A signature on any form or document; or
2. A letter or document to be notarized, verified, acknowledged or made under oath;

the electronic signatures will satisfy this requirement if the signature of the person authorized to perform the service of notarizing, verification, or acknowledgment is attached or logically associated with the signature or electronic signatures of record.

- B. **You and we** agree that electronic signatures shall include, but are not limited to, any assent; acceptance; agreement; election; selection; and rejection sent via e-mail; internet; text message; or fax; or done as a recorded telephonic signature or assent, when done with the intent of the person to be bound, as if signed in writing.

SPECIAL PROVISIONS

This Company is licensed to operate under Chapter 912, Texas Insurance Code, and such statutes shall apply to and form a part of this policy the same as if written or printed upon, attached or appended hereto.

This policy is issued subject to the constitution and bylaws and all amendments thereto of the Company, which shall form a part of this policy.

MUTUALS – MEMBERSHIP AND VOTING NOTICE

The insured is notified that by virtue of this policy, he is a member of the Home State County Mutual Insurance Company of Waco, Texas, and is entitled to vote either in person or by proxy at any and all meetings of said Company. The Annual Meetings are held at its Home Office at 4315 Lake Shore Drive, Suite J, Waco, Texas, on the first Tuesday following the second Monday in February in each year, at 10:00 o'clock A.M.

MUTUALS – PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY

No Contingent Liability: This policy is non-assessable. The policyholder is a member of the Company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

In Witness Whereof, the Company has caused this policy to be executed and attested.



J. Davis
President



M. Davis
Secretary

