

California Recreational Vehicle Insurance Policy

NATIONAL
GENERAL[®]
an **Allstate**[®] company

10954NG (01012022)

5630 University Parkway • PO Box 3199 • Winston-Salem NC 27102-3199

**National General
Assurance Company**

10832 (05012012)

YOUR RECREATIONAL VEHICLE POLICY QUICK REFERENCE**DECLARATIONS PAGE**

Your Name, Address, Recreational Vehicle or Utility Trailer, Policy Period, Coverages and Amounts of Insurance

This policy is a legal contract between you and us. These policy provisions, along with the Declarations Page, statements made at the time of application and any endorsements issued, complete this 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. This policy specifically addresses under what conditions coverage will be afforded for any insured and any person who may use your recreational vehicle.

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AGREEMENT

This policy is issued and renewed in reliance upon the truth and accuracy of the representations made in the application for this insurance. The terms of this policy impose obligations on all persons defined as **you**. The responsibilities, acts and/or omissions, in connection with this insurance, of any person defined as **you** shall be binding upon all other persons defined as **you**.

In return for payment of the premium and subject to all the terms of this policy, **we** agree with **you** as follows:

DEFINITIONS USED THROUGHOUT THIS POLICY

The following words and phrases in bold letters have special meaning when used throughout this policy and, unless specifically modified, in the endorsements:

- A. "**Accident**" means: a sudden, unexpected, and unintended event arising out of the ownership, maintenance, or use of a **recreational vehicle** that results in a claim for damages either by an **insured** or against an **insured** under the terms of **your** policy.
- B. "**Actual Cash Value**" means: the fair market value of the stolen or damaged property at the time of **loss**.
- C. "**Bodily injury**" means: bodily harm, sickness or disease, including death that results therefrom. **Bodily injury** does not include harm, sickness, disease or death arising out of a medically defined communicable disease contracted by any person nor the exposure of such a disease by any person to any other person.
- D. "**Business**" means: trade, profession or occupation.
- E. "**Depreciation**" means: decline of value due to wear and tear or obsolescence.
- F. "**Derivative claims**" include, but are not limited to, damages for care, emotional injury, mental anguish, loss of society, loss of companionship, loss of services, loss of consortium and wrongful death resulting from **bodily injury** to another.
- G. "**Diminution in value**" means: the actual or perceived reduction, if any, in the **actual cash value** by reason of the fact that the property has been damaged and repaired.
- H. "**Family member**" means: a person related to **you** by blood, marriage or adoption who is a resident of **your** household. This includes a ward or foster child, or stepchild.
- I. "**Insured recreational vehicle**" means:
1. any **recreational vehicle** specifically described in the Declarations for which a premium is shown.
2. a replacement **recreational vehicle**. A replacement **recreational vehicle** is a **recreational vehicle** that permanently replaces a **recreational vehicle** specifically described in **your** Declarations. A replacement **recreational vehicle** will have the same coverage as the **recreational vehicle** it replaced if it is not covered by any other insurance policy or bond and:
- a. **you** acquire the **recreational vehicle** during the policy period;
 - b. it is eligible for coverage pursuant to **our** underwriting guidelines;
 - c. **you** ask **us** to insure it within 30 days after **you** become the owner; and
 - d. **you** insure all of the **recreational vehicles you** own with **us**.
- If **you** do not notify **us** within the time limit noted in c., no coverage exists for the replacement **recreational vehicle**. **You** must pay any added premium resulting from this coverage extension.
3. an additional **recreational vehicle**. An additional **recreational vehicle** is a **recreational vehicle** of which **you** become the owner during the policy period that does not permanently replace a **recreational vehicle** expressly described in **your** Declarations. An additional **recreational vehicle** is not covered by any other insurance policy or bond. If the additional **recreational vehicle** is in addition to any shown in the Declarations, it will have the broadest coverage **we** now provide for any **recreational vehicle** shown in the Declarations, if:
- a. **you** acquire the **recreational vehicle** during the policy period;
 - b. it is eligible for coverage pursuant to **our** underwriting guidelines;
 - c. **you** ask **us** to insure it within 30 days after **you** become the owner; and
 - d. **you** insure all of the **recreational vehicles you** own with **us**.
- If **you** do not notify **us** within the time limit noted in c., no coverage exists for the additional **recreational vehicle**. **You** must pay any added premium resulting from this coverage extension.
4. any **utility trailer you** own:
- a. while attached to an **insured recreational vehicle**;
 - b. not used in a **business**; and
 - c. that is not insured under any other insurance policy.

5. any **recreational vehicle** or **utility trailer** not owned by **you** while used on a temporary basis as a substitute for any other **recreational vehicle** or **utility trailer** described in this definition which is out of normal use because of its:

- a. breakdown;
- b. repair;
- c. servicing;
- d. **loss**; or
- e. destruction.

The **recreational vehicle** or **utility trailer** used on a temporary basis must be eligible for coverage pursuant to **our** underwriting criteria.

- J. **"Loss"** means: sudden, direct, and accidental destruction or damage. **"Loss"** does not include **diminution in value**.
- K. **"Occupying"** means: in; upon; getting into, out of, on or off.
- L. **"Property damage"** means: physical injury to, destruction of, or loss of use of tangible property.
- M. **"Recreational vehicle"** means: a vehicle used primarily for recreational purposes with permanently installed equipment for sleeping, cooking, eating, plumbing, and/or refrigeration, which is a:
1. self-propelled motor home;
 2. travel trailer; or
 3. camper body which is designed and constructed to be used with a pickup truck.
- N. **"Utility trailer"** means: a non-powered vehicle, that is not a **recreational vehicle**, designed to be pulled on public roads by a **recreational vehicle** or land motor vehicle. **Utility trailer** does not include any type of mobile home, manufactured housing, or any other wheeled device not designed for use on public roads.
- O. **"We," "us"** and **"our"** refer to the Underwriting Company shown in the Declarations as providing this insurance.
- P. **"You"** and **"Your"** refer to:
1. the named insured shown in the Declarations; and
 2. the spouse of the named insured if a **resident** of the same household at the time of loss.

because of an **accident**. Damages include prejudgment interest awarded against the **insured** subject to **our** limit of liability for this coverage. Damages do not include punitive or exemplary damages or attorney fees incurred with respect to any claim for punitive or exemplary damages. **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 **we** offer to pay and pay **our** limit of liability for this coverage. **We** have no duty to defend any suit, settle any claim or pay any judgment for **bodily injury** or **property damage** not covered under this policy.

ADDITIONAL DEFINITIONS

When used in PART A – LIABILITY COVERAGE, **"insured"** means:

1. **you** or any **family member** with respect to an **accident** arising out of the ownership, maintenance, or use of any **recreational vehicle** or **utility trailer** attached to that **recreational vehicle**, with the owner's permission.
2. any person using an **insured recreational vehicle** with **your** permission.

SUPPLEMENTARY PAYMENTS

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

1. up to \$300 for the cost of bail bonds required because of traffic law violations resulting from an **accident**. The **accident** must result in **bodily injury** or **property damage** covered under this policy. **We** have no obligation to apply for or furnish a bond.
2. premiums on appeal bonds and or bonds to release attachments in any suit **we** defend and **we** choose to appeal. **We** have no duty to purchase a bond in an amount exceeding **our** limit of liability, and **we** have no duty to apply for or furnish these bonds.
3. for damages covered under this policy, interest accruing after a judgment is entered in any suit **we** defend. **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. This does not apply if **we** have not been given notice of suit or the opportunity to defend an **insured**.
4. reasonable loss of wages, up to \$50 per day, because of attendance at hearings, proceedings, or trials at **our** request. This does not include other types of income.
5. reasonable expenses for emergency first aid **you** administer to others at the scene of an **accident** involving any **recreational vehicle** covered by this policy.
6. other reasonable expenses incurred at **our** request.

PART A - LIABILITY COVERAGE

INSURING AGREEMENT

If **you** pay the premium for this coverage, **we** will pay damages for **bodily injury** or **property damage** for which any **insured** becomes legally responsible

EXCLUSIONS

READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, **YOU WILL NOT HAVE COVERAGE FOR AN ACCIDENT OR LOSS THAT OTHERWISE WOULD BE COVERED UNDER PART A.**

A. Coverage under PART A – LIABILITY COVERAGE, including **our** duty to defend, does not apply to:

1. **bodily injury** or **property damage** caused intentionally by or at the direction of an **insured**.
2. **property damage** to property owned or being transported by an **insured**.
3. **property damage** to property:
 - a. rented to;
 - b. used by; or
 - c. in the care, custody, or control of; an **insured**.

This exclusion does not apply to **property damage** to a rented residence or rented private garage caused by an **insured recreational vehicle**.

4. **bodily injury** to an employee or fellow employee of any **insured** arising out of or within the course of employment. This exclusion does not apply to **bodily injury** to a domestic employee unless workers' compensation benefits, disability benefits, or similar benefits are required or available for that domestic employee.
5. liability arising out of the ownership or operation of a vehicle while it is being used to carry persons or property for compensation or a fee. This exclusion does not apply to a share-the-expense car pool.
6. any person while employed or otherwise engaged in the **business** of:
 - a. selling;
 - b. repairing;
 - c. servicing;
 - d. storing;
 - e. parking;
 - f. road testing;
 - g. delivering;
 - h. leasing; or
 - i. washing;vehicles designed for use mainly on public highways.
7. maintaining or using any vehicle while that person is employed or otherwise engaged in any **business** not described in Exclusion 6.

8. any person using a vehicle beyond the scope of the owner's express or implied permission.
9. **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.

10. **bodily injury** or **property damage** arising out of the ownership, maintenance, or use of:

- a. a motorcycle or any motorized vehicle having fewer than four wheels or more than six wheels;
- b. an all-terrain vehicle regardless of the number of wheels it has;
- c. any self-propelled vehicle not licensed for use on public roads; or
- d. any vehicle weighing 10,000 pounds or more, other than the **insured recreational vehicle**.

11. **bodily injury** or **property damage** arising out of any person's liability for the ownership, maintenance, or use of an **insured recreational vehicle** when it:

- a. is being rented or leased to others;
- b. has been sold to another; or
- c. is under a conditional sales agreement by **you** to another.

12. **bodily injury** or **property damage** arising out of the ownership, maintenance, or use of a vehicle while it is being operated in or while in practice or preparation for any prearranged or organized:

- a. race event;
- b. hill climb;
- c. demonstration;
- d. speed contest;
- e. stunting contest; or
- f. performance contest.

13. **bodily injury** or **property damage** for which the United States Government is held responsible under the Federal Tort Claims Act.

14. **bodily injury** or **property damage** arising out of any liability assumed by an **insured** under any contract or agreement.
 15. **bodily injury** or **property damage** to any person while **occupying** any vehicle:
 - a. being used in unlawful activity (other than a traffic violation), illicit trade or transportation; or
 - b. used or operated in an attempt to flee a law enforcement agent;

and such person is a willing participant in such activity listed in a. or b. above.
 16. **bodily injury** or **property damage** caused by or as a consequence of:
 - a. war, whether declared or undeclared;
 - b. civil war;
 - c. insurrection;
 - d. rebellion or revolution;
 - e. radioactive contamination;
 - f. nuclear reaction or radiation, whether controlled or uncontrolled or however caused; or
 - g. discharge of any nuclear weapon, even if accidental.
 17. **bodily injury** or **property damage** arising out of the ownership, maintenance, or use of an **insured recreational vehicle** while it is parked and:
 - a. being used as a residence or premises which includes, but may not be limited to, use of an **insured recreational vehicle** for entertainment purposes, camping purposes, as a living facility, or as a sleeping facility;
 - b. being used for commercial or **business** purposes;
 - c. being used as a premises for office, store or display purposes; or
 - d. stabilizing jacks are in use.
 18. **bodily injury** or **property damage** arising out of or resulting from, in whole or in part, any actual, alleged, or threatened migration, release, existence, or presence of or actual, alleged, or threatened exposure to any mold, mildew, fungus or other microbes, including any type or form of: (i) decomposing or disintegrating organic material or microorganism; (ii) organic surface growth on moist, damp, or decaying matter; (iii) yeast or spore-bearing plant-like organism; or (iv) spores, scents, toxins, mycotoxins, bacteria, viruses, or any other by-products produced or released by any mold, mildew, fungus, or other microbes.
 19. **bodily injury** to **you** or a **family member**.
 20. **bodily injury** or **property damage** caused by animals owned by or in the care of an **insured**.
 21. **bodily injury** or **property damage** when caused by the use of firearms or any other weaponry in connection with the ownership, maintenance or use of any vehicle.
 22. **bodily injury** or **property damage** while an **insured recreational vehicle** is being used, operated or driven by an individual who:
 - a. is under the minimum age to obtain a driver's license;
 - b. does not have a valid driver's license or learner's permit;
 - c. has a suspended driver's license; or
 - d. has a revoked driver's license.
 23. a **recreational vehicle** that is not a self-propelled motor home.
- B. We** do not provide Liability Coverage for the ownership, maintenance, or use of:
1. any vehicle, other than an **insured recreational vehicle**, which is:
 - a. owned by **you**; or
 - b. furnished or available for **your** regular use.
 2. any vehicle, other than an **insured recreational vehicle**, which 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 **your** maintenance or use of such vehicle.
- ### LIMIT OF LIABILITY
- A.** The limit(s) of liability shown in the Declarations for Liability Coverage is the most **we** will pay as a result of any one **accident** regardless of the number of:
1. **insureds**;
 2. claims made or lawsuits brought;
 3. **recreational vehicles** shown in the Declarations;
 4. premiums shown in the Declarations;
 5. vehicles involved in the **accident**;
 6. premiums paid; or
 7. policies applicable.
- B. COMBINED SINGLE LIMITS**
- If **your** Declarations indicate that a combined single limit (CSL) applies, the amount shown in the Declarations is the most **we** will pay for the total of all damages resulting from any one **accident**. This

includes all **derivative claims** arising out of and due to **bodily injury**. For the purpose of such limit of liability, all damages, including **derivative claims**, shall constitute a single claim. However, without changing this total “each **accident**” limit of liability, **we** will comply with any law that requires **us** to provide any separate limits.

C. SEPARATE LIMITS OF LIABILITY

If **your** Declarations indicate that separate limits apply per person and per **accident**:

1. The limit of liability shown in the Declarations for “each person” is the most **we** will pay for all damages arising out of and due to **bodily injury** sustained by any one person in any one **accident**. This includes all **derivative claims** arising out of and due to said **bodily injury**. For the purpose of such limit of liability, all damages, including **derivative claims**, shall constitute a single claim.
2. Subject to this limit for “each person”, the limit of liability shown in the Declarations for “each **accident**” is the most **we** will pay for all damages due to **bodily injury** sustained by two or more persons in any one **accident**. This includes all **derivative claims** arising out of and due to said **bodily injury**. For the purpose of such limit of liability, all damages, including **derivative claims**, shall constitute a single claim.
3. The limit of liability shown in the Declarations for each **accident** for **property damage** is the most **we** will pay for all damages to all property resulting from any one **accident**.

D. A **recreational vehicle** and attached **utility trailer** are considered one **recreational vehicle**. Therefore, the limit of liability will not be increased for an **accident** involving a **recreational vehicle** with an attached **utility trailer**.

E. Any amount payable under this coverage to or for an injured person will be reduced by any payment made to that person under any Medical Payments Coverage, Uninsured Motorist Coverage or Underinsured Motorist Coverage, Personal Injury Protection Coverage or No Fault Coverage.

F. No one will be entitled to receive duplicate payments for the same elements of damage.

G. If multiple vehicle policies issued by **us** are in effect for **you**, **we** will pay no more than the highest limit of liability for this coverage available under any one policy.

OUT OF STATE COVERAGE

If an **accident** to which this policy applies occurs in any state or province other than the one in which an **insured recreational vehicle** is principally garaged, **we** will interpret **your** policy for that **accident** as follows:

If the state or province has:

1. a financial responsibility or similar law specifying limits of liability for **bodily injury** or **property damage** higher than the limit shown in the Declarations, **your** policy will provide the higher specified limit.
2. a compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a **recreational vehicle** in that state or province, **your** policy will provide at least the required minimum amounts and types of coverage.

FINANCIAL RESPONSIBILITY REQUIRED

When this policy is certified as proof of financial responsibility, this policy will comply with the law 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

If there is other applicable liability insurance, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits. If the **recreational vehicle** described in the Declarations is loaned to, borrowed by, or used by someone other than **you** or a **family member**, this insurance shall be excess over any other collectible insurance. Any insurance **we** provide for a **recreational vehicle you** do not own shall be excess over any other collectible insurance, self insurance or bond.

No coverage is provided under PART A – LIABILITY COVERAGE for **bodily injury** or **property damage** covered under:

1. a policy applicable to an insured location as described in the Full Time Protection Coverage endorsement or to a temporary location; or
2. Full Time Protection Coverage or Vacation Liability Coverage.

PART B - MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

If **you** pay the premium for Medical Payments Coverage, **we** will pay reasonable expenses incurred for necessary **medical expenses** because of **bodily injury**:

1. caused by an **accident**; and
2. sustained by an **insured**.

We, or someone on **our** behalf, will determine:

1. whether the **medical expenses** are reasonable; and
2. whether the **medical expenses** are necessary.

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

ADDITIONAL DEFINITIONS

When used in PART B:

1. **"Insured"** means:
 - a. **you** or any **family member** while **occupying** an **insured recreational vehicle**; or
 - b. any other person while **occupying** an **insured recreational vehicle** when the **insured recreational vehicle** is being used within the scope of **your** permission.
2. **"Medical expenses"** mean reasonable, necessary and curative medical, surgical, dental, x-ray, ambulance, hospital, and funeral services, including the cost of pharmaceuticals, orthopedic and prosthetic devices. **Medical expenses** do not include expenses:
 - a. for treatment, services, products or procedures that are:
 - i. experimental in nature, for research, or not primarily designed to serve a medical purpose; or
 - ii. not commonly and customarily recognized throughout the medical profession and within the United States as appropriate for the treatment of **bodily injury**; or
 - b. incurred for:
 - i. the use of thermography or other related procedures of similar nature;
 - ii. the use of acupuncture or other related procedures of similar nature; or
 - iii. the purchase or rental of equipment not primarily designed to serve a medical purpose.

UNREASONABLE OR UNNECESSARY MEDICAL EXPENSES

- A. If an **insured** incurs **medical expenses** that **we** deem to be unreasonable or unnecessary, **we** may refuse to pay for those expenses and contest them.
- B. If the medical service provider sues the **insured** because **we** refuse to pay for **medical expenses** that **we** deem to be unreasonable or unnecessary, **we** will pay any resulting defense costs and any resulting judgment against the **insured**, subject to the limit of liability for this coverage. **We** will choose the counsel.
- C. **We** will pay reasonable expenses, including loss of earnings up to \$50 per day, incurred by the **insured** because of attendance at hearings, proceedings or trials at **our** request.
- D. The **insured** may not sue **us** for **medical expenses** **we** deem to be unreasonable or unnecessary unless the **insured** paid the entire disputed amount to the medical service provider or the medical service provider has initiated collection activity against the

insured for the unreasonable or unnecessary expenses.

EXCLUSIONS

READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, **YOU** WILL NOT HAVE COVERAGE FOR AN **ACCIDENT OR LOSS** THAT OTHERWISE WOULD BE COVERED UNDER PART B.

We do not provide Medical Payments Coverage for any person for **bodily injury**:

1. arising out of the ownership or operation of a vehicle while it is being used to carry persons or property for compensation or a fee. This exclusion does not apply to a share-the-expense car pool.
2. occurring during the course of employment if workers' compensation benefits are required or available for the **bodily injury**.
3. sustained while **occupying** any vehicle being used beyond the scope of the owner's express or implied permission.
4. resulting from the maintenance or use of any vehicle while that person is engaged in the **business** of:
 - a. selling;
 - b. repairing;
 - c. servicing;
 - d. storing;
 - e. parking;
 - f. road testing;
 - g. delivering;
 - h. leasing; or
 - i. washing;vehicles designed for use mainly on public highways.
5. resulting from the maintenance or use of any vehicle while that person is employed or otherwise engaged in any **business** not described in Exclusion 4.
6. caused by or as a consequence of:
 - a. war, whether declared or undeclared;
 - b. civil war;
 - c. insurrection;
 - d. rebellion or revolution;
 - e. radioactive contamination;
 - f. nuclear reaction or radiation, whether controlled or uncontrolled or however caused; or
 - g. discharge of any nuclear weapon, even if accidental.
7. sustained while **occupying**:
 - a. a motorcycle or any motorized vehicle having fewer than four wheels or more than six wheels;

- b. an all-terrain vehicle regardless of the number of wheels it has;
 - c. any self-propelled vehicle not licensed for use on public roads; or
 - d. any vehicle weighing 10,000 pounds or more, other than the **insured recreational vehicle**.
8. resulting from the ownership, maintenance, or use of a vehicle while it is being operated in or while in practice or preparation for any prearranged or organized:
- a. race;
 - b. hill climb;
 - c. demonstration;
 - d. speed contest;
 - e. stunting contest; or
 - f. performance contest.
9. sustained while **occupying** any vehicle located for use as a residence or premises, except for an **insured recreational vehicle**.
10. intentionally caused by that person or reasonably expected to result from an intentional act by that person.
11. sustained while **occupying** any vehicle:
- a. being used in unlawful activity (other than a traffic violation), illicit trade or transportation; or
 - b. used or operated in an attempt to flee a law enforcement agent;
- and such person is a willing participant in such activity listed in a. or b. above.
12. to any person while **occupying** an **insured recreational vehicle** while leased or rented to others or given in exchange for any compensation. This exclusion does not apply to the operation of any **insured recreational vehicle** by **you** or a **family member**.
13. arising out of or resulting from, in whole or in part, any actual, alleged, or threatened migration, release, existence, or presence of or actual, alleged, or threatened exposure to mold, mildew, fungus or other microbes, including any type or form of: (i) decomposing or disintegrating organic material or microorganism; (ii) organic surface growth on moist, damp, or decaying matter; (iii) yeast or spore-bearing plant-like organism; or (iv) spores, scents, toxins, mycotoxins, bacteria, viruses, or any other by-products produced or released by any mold, mildew, fungus, or other microbes.
14. arising out of the ownership, maintenance, or use of an **insured recreational vehicle** while it is parked and:
- a. being used as a residence or premises which includes, but may not be limited to, use of an **insured recreational vehicle** for entertainment purposes, camping purposes, as a living facility, or as a sleeping facility;
 - b. being used for commercial or **business** purposes;
 - c. being used as a premises for office, store or display purposes; or
 - d. stabilizing jacks are in use.
15. sustained by any person while **occupying** or when struck by any vehicle owned by **you** or a **family member** or furnished or available for the regular use of **you** or a **family member**, other than an **insured recreational vehicle** for which this coverage has been purchased.
16. for which the United States Government is held responsible under the Federal Tort Claims Act.
17. 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.
18. when caused by the use of firearms or any other weaponry in connection with the ownership, maintenance or use of any vehicle.
19. sustained while an **insured recreational vehicle** is being used, operated or driven by an individual who:
- a. is under the minimum age to obtain a driver's license;
 - b. does not have a valid driver's license or learner's permit;
 - c. has a suspended driver's license; or
 - d. has a revoked driver's license.
20. sustained while **occupying** an **insured recreational vehicle** that is not a self-propelled motor home.

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** regardless of the number of:
- 1. **insureds**;
 - 2. claims made or lawsuits brought;
 - 3. **recreational vehicles** shown in the Declarations;

4. premiums shown in the Declarations;
 5. vehicles involved in the **accident**;
 6. premiums paid; or
 7. policies applicable.
- B. Any amounts payable for expenses under this coverage shall be reduced by any amounts paid or payable for the same expenses under PART A - LIABILITY COVERAGE, Uninsured Motorist Coverage, Underinsured Motorist Coverage, No Fault Coverage or Personal Injury Protection Coverage provided by this policy.
- C. When **we** make payment to **you** for any amount due under this PART B, **we** may deduct from the payment any premium or fees that are due and unpaid under this policy.
- D. No one will be entitled to receive duplicate payments for the same elements of damage.
- E. If multiple vehicle policies issued by **us** are in effect for **you**, **we** will pay no more than the highest limit of liability for this coverage available under any one policy.

OTHER INSURANCE

- A. If there is other applicable vehicle medical payments insurance, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits. This policy will be excess over any coverage afforded to a permissive user of an **insured recreational vehicle**. Further, any coverage afforded under this PART B shall be excess over any Personal Injury Protection Coverage, No Fault Coverage or workers' compensation benefits required by law. Any insurance **we** provide for an **insured occupying** a vehicle or **utility trailer**, other than an **insured recreational vehicle**, will be excess over any other vehicle insurance providing payments for **medical expenses**.
- B. **We** will not be liable under this policy for any **medical expenses** paid or payable under the provisions of any:
1. premises insurance providing coverage for **medical expenses**;
 2. individual, blanket, or group accident, disability or hospitalization plan;
 3. medical, surgical, hospital or funeral expenses benefit or reimbursement plan;
 4. workers' compensation or disability benefits law or any similar law; or
 5. no fault insurance or personal injury protection insurance.

PART C - COVERAGE FOR DAMAGE TO AN INSURED RECREATIONAL VEHICLE

A. INSURING AGREEMENT – COLLISION COVERAGE

If **you** pay the premium for Collision Coverage, **we** will pay for sudden, direct and accidental **loss** to an **insured recreational vehicle**, including an attached **utility trailer**, resulting from a **collision**.

Our payment will be reduced by any deductible shown in the Declarations.

B. INSURING AGREEMENT – OTHER THAN COLLISION COVERAGE

If **you** pay the premium for Other Than Collision Coverage, **we** will pay for sudden, direct and accidental **loss** to an **insured recreational vehicle**, including an attached **utility trailer**, resulting from a **loss** caused by **Other Than Collision**.

Our payment will be reduced by any deductible shown in the Declarations.

- C. If the **insured recreational vehicle** is a camper body that is normally attached to a pick-up truck, the camper body need not be attached to that pick-up truck at the time of the **loss** for coverage to be provided.

ADDITIONAL DEFINITIONS

When used in PART C:

- A. "**Collision**" means the upset of an **insured recreational vehicle** or its impact with another vehicle or object.
- B. "**Other Than Collision**" means **loss** caused by the following:
1. missiles or falling objects;
 2. fire;
 3. theft or larceny;
 4. explosion or earthquake;
 5. windstorm;
 6. hail, water or flood;
 7. malicious mischief or vandalism;
 8. riot or civil commotion;
 9. contact with bird or animal; or
 10. breakage of glass, except as a result of **collision**.

TOWING AND STORAGE CHARGES

In addition, after an **accident** to which PART C applies, **we** will pay reasonable charges for transporting and storing an **insured recreational vehicle** or any **utility trailer** to the nearest qualified repair facility.

TRANSPORTATION AND EMERGENCY TRAVEL EXPENSES

Losses Occurring Away from Home:

In the event of a total theft of an **insured recreational vehicle** or in the event a **loss** covered under PART C – COVERAGE FOR DAMAGE TO AN INSURED RECREATIONAL VEHICLE causes an **insured recreational vehicle** to be rendered uninhabitable or inoperable more than 50 miles from the principal garaging or storage location, **we** will pay **you** for the expenses **you** incur for lodging, transportation and meals.

We will pay up to \$250 per day up to the maximum limit displayed in the Declarations per **loss** until an **insured recreational vehicle** is repaired or returned to its principal garaging or storage location. In the event of a total theft of an **insured recreational vehicle**, **we** will only pay expenses until the **insured recreational vehicle** is returned to use or **we** offer to pay for its **loss**.

The maximum limit displayed in the Declarations 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.

FIRE DEPARTMENT SERVICE PROTECTION

If Other Than Collision Coverage applies to an **insured 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 **insured recreational vehicle** from a covered **loss**. No deductible applies to this coverage.

SUPPLEMENTARY PAYMENTS

The following Supplementary Payments apply only to an **insured recreational vehicle** that has both Collision Coverage and Other Than Collision Coverage as shown by a premium for those coverages in the Declarations. However, for an **insured recreational vehicle** kept in storage, only Other Than Collision Coverage is required on that **insured recreational vehicle**. No deductible applies to these payments.

A. LOCKSMITH SERVICES

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

B. 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 an **insured 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.

EXCLUSIONS

READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, **YOU** WILL NOT HAVE COVERAGE FOR AN **ACCIDENT** OR **LOSS** THAT OTHERWISE WOULD BE COVERED UNDER PART C.

We will not pay for:

1. **loss** to an **insured recreational vehicle** which occurs while it is being used to carry persons or property for compensation or a fee. This exclusion does not apply to a share-the-expense car pool.
2. damage due and confined to:
 - a. wear and tear;
 - b. freezing;
 - c. mechanical or electrical breakdown or failure;
 - d. road damage to tires;
 - e. latent defect;
 - f. rust or corrosion;
 - g. gradual deterioration;
 - h. improper maintenance or lack of routine maintenance;
 - i. gradual accumulation of snow and ice on the **insured recreational vehicle**;
 - j. gradual leakage of water; or
 - k. prior **loss** or damage.

This exclusion does not apply if the damage results from the total theft of an **insured recreational vehicle**.
3. **loss** caused by or as a consequence of:
 - a. war, whether declared or undeclared;
 - b. civil war;
 - c. insurrection;
 - d. rebellion or revolution;
 - e. radioactive contamination;
 - f. nuclear reaction or radiation, whether controlled or uncontrolled or however caused; or
 - g. discharge of any nuclear weapon, even if accidental.
4. **loss** to a **utility trailer you** own which is not shown in the Declarations. This exclusion does not apply to a **utility trailer you**:
 - a. acquire during the policy period; and
 - b. ask **us** to insure within 30 days after **you** become the owner.
5. **loss** to an **insured recreational vehicle** due to forfeiture ordered by the courts or destruction or confiscation by governmental or civil authorities. This exclusion does not apply to the interests of Loss Payees in an **insured recreational vehicle**.

6. **loss** to an **insured recreational vehicle** being maintained or used by any person while employed or otherwise engaged in the **business** of:
 - a. selling;
 - b. repairing;
 - c. servicing;
 - d. storing;
 - e. parking;
 - f. road testing; or
 - g. delivering;
 vehicles designed for use on public highways.
7. **loss** to an **insured recreational vehicle** while maintained or used by any person employed or otherwise engaged in any **business** not described in Exclusion 6.
8. **loss** to an **insured recreational vehicle** which occurs while being operated in, or while in practice or preparation for any prearranged or organized:
 - a. race;
 - b. hill climb;
 - c. demonstration;
 - d. speed contest;
 - e. stunting contest; or
 - f. performance contest.
9. **loss** to equipment designed or used for the detection of radar or laser.
10. **loss** to wearing apparel, tools or personal effects.
11. **loss** to tapes, records, compact discs, DVD's, other media, or any other accessories used with electronic equipment designed to receive or transmit audio, visual or data signals.
12. **loss** to CB radios, telephones, two-way mobile radios, DVD players, personal computers, personal digital assistants, televisions, or any other type of personal effects that are not permanently installed.
13. **loss** due to and resulting from intentional acts committed by or at the direction of **you** or any **family member**.
14. **loss** to an **insured recreational vehicle** while it:
 - a. is being rented or leased to others;
 - b. has been sold to another; or
 - c. is under a conditional sales agreement by **you** to another.
15. **loss** to an **insured recreational vehicle** and its equipment while **you** or any **family member** or anyone driving with express or implied permission from **you** or a **family member** is:
 - a. using the **insured recreational vehicle** in any unlawful activity (other than a traffic violation), illicit trade or transportation; or
 - b. using or operating the **insured recreational vehicle** in an attempt to flee a law enforcement agent;

and such person is a willing participant in such activity listed in a. or b. above; or
 - c. intoxicated or impaired.
16. **loss** of the entire **insured recreational vehicle** or any part thereof:
 - a. due to conversion, embezzlement, secretion, theft, larceny, robbing, or pilferage committed by any person in lawful possession or custody of the **insured recreational vehicle**; or
 - b. resulting from any person voluntarily parting with the title to or possession of the **insured recreational vehicle** if induced to do so by any fraudulent scheme, trick, device, or false pretense.
17. **loss** to internal equipment or furnishings, whether permanently attached to the **insured recreational vehicle** or not, caused by scorching, marring, scratching or breakage unless:
 - a. the breakage is to glass which is permanently a part of or attached to an **insured recreational vehicle**; or
 - b. the cause of such damage is malicious mischief, vandalism, riot or civil commotion.
18. **loss** to an **insured recreational vehicle** or **utility trailer** caused directly or indirectly by any of the following:
 - a. water leakage or seepage unless caused by any other **loss** covered under this PART C;
 - b. wet or dry rot;
 - c. rust or corrosion;
 - d. dampness of atmosphere or extremes of temperature;
 - e. deterioration or disintegration; or
 - f. delamination unless caused by any other **loss** covered under this PART C.

This exclusion does not apply to sudden and immediate damage caused by the failure or breakage of a hot water heater, fresh water or wastewater plumbing system, dishwasher, refrigerator, washing machine or similar appliances.
19. **loss** to an **insured recreational vehicle** caused directly or indirectly by mold, mildew, fungus or other microbes, including any type or form of:
 - a. decomposing or disintegrating organic material;
 - b. organic surface growth on moist, damp, or decaying matter;

- c. yeast or spore bearing plant-like organism; or
- d. spores, scents, toxins, mycotoxins, bacteria, viruses, or any other by-products produced or released by any mold, mildew, fungus or other microbes.

However, this exclusion does not apply to **loss** caused by mold, mildew or fungus, if such **loss** is caused by any other **loss** covered in this PART C.

20. **loss** 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.

21. **loss** caused by birds, insects, or other animals, including rodents and other types of vermin, while the **insured recreational vehicle** is unoccupied and has been so for more than three months.

22. **loss** caused by the use of firearms or any other weaponry in connection with the ownership, maintenance or use of any vehicle.

23. **loss** while an **insured recreational vehicle** is being used, operated or driven by an individual who:

- a. is under the minimum age to obtain a driver's license;
- b. does not have a valid driver's license or learner's permit;
- c. has a suspended driver's license; or
- d. has a revoked driver's license.

LIMIT OF LIABILITY

A. **Our** limit of liability for **loss** will be the lesser of the:

- 1. **actual cash value** of the property at the time of **loss**;
- 2. amount necessary to repair or, at **our** option, replace the property with other property of like kind and quality less deduction for any applicable **depreciation**; or
- 3. stated amount shown in the Declarations, if applicable.

B. An adjustment for **depreciation** and physical condition will be made in determining **actual cash value** in the event of a total loss. If a repair or replacement results in better than like kind or quality, **we** will not pay for the amount of the betterment.

C. If there is a stated amount which **you** declared on the application or endorsement for a specific **recreational vehicle** listed and shown in the Declarations, that stated amount will be the maximum Limit of Liability applicable for **loss** to that **recreational vehicle**.

D. In the repair of an **insured recreational vehicle** under PART C of this policy, **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, quality, performance and warranty to the original manufacturer parts they replace.

E. **Our** liability for the cost of repairing an **insured recreational vehicle** is limited to the amount needed to perform physical repairs to the stolen or damaged property. PART C - COVERAGE FOR DAMAGE TO AN INSURED RECREATIONAL VEHICLE does not cover, and **we** will not pay for, **diminution in value**.

F. **Our** payment for **loss** will be reduced by:

- 1. any applicable deductible shown in the Declarations for Collision Coverage and/or Other Than Collision Coverage;
- 2. any unrepaired prior damage and;
- 3. the salvage value of an **insured recreational vehicle** that has been determined a total loss, if **you** elect to retain salvage.

G. No one will be entitled to duplicate payments under this policy for the same elements of damages.

H. If **you** have purchased Uninsured Motorist Property Damage and it is applicable, then any amount paid or payable under this PART C shall be reduced by any amount paid for **property damage** under Uninsured Motorist Property Damage Coverage.

PAYMENT OF LOSS

A. **We** may, at **our** option, pay for the **loss** in money or repair or replace the damaged or stolen property. **We** may, at **our** expense, return any stolen property to **you** or to the address shown in the Declarations of this policy.

B. If **we** return stolen property, **we** will pay for any direct physical damage to an **insured 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. **You** do not have the right to abandon salvage to **us**.

C. When **we** make payment of any amounts due under PART C to **you** or the loss payee, as interests may appear, or to anyone on **your** behalf, **we** may deduct from the payment any premium or fees that are due and unpaid under the policy.

NO BENEFIT TO BAILEE

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

OTHER SOURCES OF RECOVERY

If other insurance also covers the **loss**, **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. However, any insurance **we** provide with respect to a **utility trailer** not shown in the Declarations shall be excess over any other collectible source of recovery including, but not limited to:

1. any coverage provided by the owner of the **utility trailer**;
2. any other applicable physical damage insurance; or
3. any other source of recovery applicable to the **loss**.

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 appraiser. The two appraisers will 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. **We** do not waive any of **our** rights under this policy by agreeing to an appraisal.

PART D - DUTIES AFTER AN ACCIDENT OR LOSS - FILING A CLAIM

GENERAL DUTIES

A. **We** must be notified promptly of how, when and where the **accident** or **loss** happened. Notice should also include the names and addresses of any injured persons and of any witnesses. Failure to give notice as required herein may affect coverage provided under this policy. Failure to comply with any of the duties under this PART D and any applicable endorsements 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 against an **insured**.

B. A person seeking coverage must:

1. cooperate with **us** in the investigation, settlement or defense of any claim or lawsuit.
2. promptly send **us** copies of any notices or legal papers received in connection with the **accident** or **loss**.
3. submit as often as **we** require:
 - a. to physical exams by physicians **we** select. **We** will pay for these exams.
 - b. to examinations under oath outside the presence of any person other than **your** attorney.
 - c. to recorded statements.

4. authorize **us** to obtain:

- a. medical reports; and
 - b. other pertinent records.
5. submit a sworn statement as proof of loss as **we** require.
 6. provide **us** with records and documents **we** request and permit **us** to make copies.
 7. not voluntarily assume any obligation to pay, make any payment or incur any expense, other than to provide first aid to others, for **bodily injury** or **property damage** arising out of an **accident**.
 8. attend hearings and trials as **we** require.

ADDITIONAL DUTIES FOR COVERAGE FOR DAMAGE TO AN INSURED RECREATIONAL VEHICLE

A person seeking coverage under PART C - COVERAGE FOR DAMAGE TO AN INSURED RECREATIONAL VEHICLE must also in addition to the duties stated above:

1. notify the police within 24 hours after discovery of the **loss** if an **insured recreational vehicle**, including its equipment, is stolen or vandalized.
2. take reasonable steps after **loss** to protect an **insured recreational vehicle**, including its equipment, from further **loss**. **We** will pay reasonable expenses incurred to do this. If failure to provide such protection results in further **loss**, any additional damages will not be covered under this policy.
3. permit **us** to inspect and appraise the damaged property before its repair or disposal.

PART E - GENERAL PROVISIONS

ADDITIONAL DEFINITION USED IN THIS PART

“**Mail**”, “**mailing**” or “**mailed**” means:

1. delivery by **us** to any of the following:
 - a. United States Postal Service;
 - b. public or private mail carrier; or
2. sent by **us** through electronic transmission, if not prohibited by state law.

BANKRUPTCY

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

CHANGES

1. This policy, **your** insurance application, the Declarations and any endorsements to this policy issued by **us** contain all of the coverage agreements between **you** and **us**. Subject to the following, its

terms may not be changed or waived except by an endorsement issued by **us**.

2. The premium for each of **your insured recreational vehicles** is based on information **we** have received from **you** or other sources. **You** agree:

- a. 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.
- b. to cooperate with **us** in determining if this information is correct and complete.
- c. to advise **us** of any changes such as new drivers, residents of **your** household, garaging location of an **insured recreational vehicle**, or the way **you** use an **insured recreational vehicle**.

3. 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:

- a. **recreational vehicles** insured by the policy, including changes in use;
- b. drivers;
- c. coverages or coverage limits or deductibles;
- d. place of principal garaging of the **insured recreational vehicles**;
- e. eligibility for discounts or surcharges or other premium credits or debits;
- f. an operator's marital status changes; or
- g. other factors permitted by law.

4. **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. Otherwise, this policy contains all of the coverage agreements between **you** and **us**. Its terms may not be changed or waived except by an endorsement issued by **us**.

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, no legal action may be brought against **us** under PART A – LIABILITY COVERAGE unless:

1. **we** agree in writing that the **insured** has an obligation to pay; 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**.

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 them;
 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. If there is a recovery, then **we** shall be reimbursed out of the recovery for expenses, costs and attorney's fees incurred in connection with this recovery; 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 C - COVERAGE FOR DAMAGE TO AN INSURED RECREATIONAL VEHICLE of this policy against any person using an **insured recreational vehicle** with the express or implied permission of the owner.

- 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.

POLICY PERIOD AND TERRITORY

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

1. during the policy period as shown in the Declarations; and
2. within the policy territory.

B. The policy territory is:

1. The United States of America, its territories or possessions;
2. Puerto Rico; or
3. Canada.

This policy also applies to covered **accidents** or covered **losses** while the **insured recreational vehicle** is being transported between their ports.

PREMIUM DUE ON POLICIES

- A. An affiliate or business partner of **ours** may provide **you** with special offers that may be applied toward the premium to purchase a policy issued by **us**, and **we** may provide **you** with special offers that may be applied toward the purchase of products offered by an affiliate or business partner of **ours**.
- B. In addition, **our** affiliate or business partner may:
1. provide **you** with special offers toward the purchase of a product or service provided through or by **our** affiliate or business partner;
 2. make a contribution on **your** behalf to an educational or charitable fund under a program sponsored through or by **our** affiliate or business partner; or
 3. make a contribution toward any educational or charitable fund of **your** choice.

POLICY CANCELLATION AND NONRENEWAL

Cancellation and nonrenewal of this policy will be in accordance with the laws of **your** state by endorsement to **your** policy as shown in the Declarations.

AUTOMATIC TERMINATION

- A. If **we** or an affiliate 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.
- B. If **you** obtain other insurance on an **insured recreational vehicle**, any similar insurance provided by this policy will terminate as to that **insured recreational vehicle** on the effective date of the other insurance.
- C. If an **insured recreational vehicle** is sold or transferred to someone other than **you** or a **family member**, any insurance provided by this policy will terminate as to that **insured recreational vehicle** on the effective date of the sale or transfer.

DISHONORED / INSUFFICIENT CHECKS, CREDIT CARDS, DRAFT OR OTHER REMITTANCE

Coverage offered by this policy is conditioned upon **our** receipt of payment for the premium. If **you** pay **your** initial premium for any new policy or pay any subsequent renewal by check, credit card, draft, or any remittance other than cash, and it is not honored upon presentment by the financial institution, then **we** shall be deemed not to have accepted the payment. If allowed by law, this policy, at **our** option, shall be void from inception for a new policy and shall terminate on the renewal date if it is a renewal policy. This means **we** will not be liable under this policy for any claims or damages that would otherwise be covered if the check, credit card, draft or

any remittance other than cash had been honored by the financial institution.

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 or terminated, the premium refund, if any, will be computed according to **our** manuals. However, making or offering to make the refund is not a condition of cancellation.
5. The effective date of cancellation or termination stated in the notice shall terminate all coverages under this policy.

REINSTATEMENT OF COVERAGE

- A. Policies that have been canceled, terminated, nonrenewed or expired may be eligible, at **our** discretion, for reinstatement of coverage. Requirements for reinstatement include but are not limited to:
1. no **accidents** or **losses** against the policy during the canceled, terminated, nonrenewed or expired period; and
 2. all money due on the policy must be received.
- B. If there was an **accident** or **loss** against the policy during the canceled, terminated, nonrenewed or expired period, then the reinstatement will be voided, if allowed by law. The policy will remain canceled, terminated, nonrenewed or expired.
- C. If the policy is reinstated and the payment received is not honored for any reason, the reinstatement will be voided, if allowed by law. The policy will remain canceled, terminated, nonrenewed or expired.

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 shown in the Declarations, coverage will be provided until the end of the policy period or cancellation date, whichever is earlier, for:

1. the surviving spouse, if a resident in the same household at the time of the named insured's death. Coverage applies to the spouse as if a named insured shown in the Declarations.

2. the legal representative of the deceased person while acting within the scope of duties of a legal representative. This applies only with respect to the representative's legal responsibility to maintain or use an **insured recreational vehicle**.

MISREPRESENTATION AND FRAUD

- A. This policy was issued in reliance on the information provided on **your** insurance application. **We** reserve the right, at **our** sole discretion, to void or rescind this policy if **you**, any **family member** or anyone seeking coverage under this policy concealed or misrepresented any material fact or circumstance or engaged in fraudulent conduct at the time of application. This includes, but is not limited to, failing to disclose all persons 14 years of age or older that reside in **your** household at the time of application.
- B. **We** will not provide coverage under this policy if **you**, any **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(s) concerning an **insured recreational vehicle** or **your** interest in an **insured recreational vehicle**.
- C. **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.

- D. If **we** make a payment under this policy for a **loss** or **accident to you** or a person seeking coverage under this policy, which **we** later discover was obtained through fraud, concealment or misrepresentation by **you** or a person seeking coverage under this policy, **we** reserve the right, at **our** sole discretion, to recover such payment(s) made and costs incurred.

UNPAID PREMIUM AND FEES

When **we** make payment to **you** or the loss payee, as interests may appear, or to anyone on **your** behalf for any first party claim made by **you** under this policy, **we** may deduct from the payment any premium or fees that are due and unpaid under the policy.

TERMS OF POLICY CONFORMED TO STATUTES

If any provision of this policy conflicts with the statutes of the state in which this policy is issued, the provision will be deemed amended to conform to such statutes. All other provisions shall be given full force and effect.

PARTICIPATION CLAUSE

Having the power and authority to permit policyholders to participate in the profits of the operations, the Board of Directors of the Company, within its discretion and in accordance with the provisions of law, may from time to time make determinations concerning payment of such distributions. When distributions are payable, the Board may make reasonable classifications of policies for such distribution, as well as the conditions governing payment.

IN WITNESS WHEREOF, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our duly authorized representative.



Sarah Inciong
President



Rhonda S. Ferguson
Secretary

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