

# Michigan Recreational Vehicle Policy



PERSONAL



COMMERCIAL



MOTORCYCLE



RV



HOMEOWNERS



FLOOD



HEALTH & LIFE

10954 (05/16)

**National General**   
Auto, Home & Health Insurance

5630 University Parkway • PO Box 3199  
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Integon National Insurance Company

11145 (05012013)



## 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**.

**WARNING** – When a named excluded person operates a vehicle, all liability coverage is void – no one is insured. Owners of the vehicle and others legally responsible for the acts of the named excluded person remain fully personally liable.

### Table of Contents

<p><b>AGREEMENT</b> ..... 1</p> <p><b>DEFINITIONS</b>..... 1</p> <p><b>DUTIES AFTER AN ACCIDENT OR LOSS - FILING A CLAIM</b> ..... 4</p> <p style="padding-left: 20px;">GENERAL DUTIES..... 4</p> <p style="padding-left: 20px;">ADDITIONAL DUTIES FOR COVERAGE FOR DAMAGE TO YOUR RECREATIONAL VEHICLE ..... 5</p> <p><b>PART A &gt; LIABILITY COVERAGE</b>..... 5</p> <p style="padding-left: 20px;">INSURING AGREEMENT– BODILY INJURY AND PROPERTY DAMAGE COVERAGE ..... 5</p> <p style="padding-left: 20px;">INSURING AGREEMENT – LIMITED PROPERTY DAMAGE LIABILITY COVERAGE ..... 6</p> <p style="padding-left: 20px;">ADDITIONAL DEFINITIONS – PART A &gt; LIABILITY COVERAGE ..... 6</p> <p style="padding-left: 20px;">SUPPLEMENTARY PAYMENTS ..... 6</p> <p style="padding-left: 20px;">EXCLUSIONS ..... 7</p> <p style="padding-left: 20px;">LIMIT OF LIABILITY ..... 9</p> <p style="padding-left: 20px;">OUT OF STATE COVERAGE ..... 9</p> <p style="padding-left: 20px;">FINANCIAL RESPONSIBILITY REQUIRED ..... 9</p> <p style="padding-left: 20px;">OTHER INSURANCE ..... 10</p> <p><b>PART B (I) &gt; PERSONAL INJURY PROTECTION COVERAGE</b>..... 10</p> <p style="padding-left: 20px;">INSURING AGREEMENT ..... 10</p> <p style="padding-left: 20px;">ADDITIONAL DEFINITIONS – PART B (I) &gt; PERSONAL INJURY PROTECTION COVERAGE .. 11</p> <p style="padding-left: 20px;">PREMIUM RECOMPUTATION ..... 12</p> <p style="padding-left: 20px;">EXCLUSIONS ..... 12</p> <p style="padding-left: 20px;">LIMIT OF LIABILITY ..... 14</p> <p style="padding-left: 20px;">DUPLICATION OF BENEFITS ..... 14</p> <p style="padding-left: 20px;">PART B (II) &gt; PROPERTY PROTECTION INSURANCE ..... 15</p> <p style="padding-left: 20px;">INSURING AGREEMENT ..... 15</p> <p style="padding-left: 20px;">ADDITIONAL DEFINITIONS – PART B (II) &gt; PROPERTY PROTECTION INSURANCE ..... 15</p> <p style="padding-left: 20px;">EXCLUSIONS ..... 16</p> <p style="padding-left: 20px;">LIMIT OF LIABILITY ..... 16</p>	<p style="padding-left: 20px;">DUPLICATION OF BENEFITS..... 17</p> <p style="padding-left: 20px;">ADDITIONAL DUTIES AFTER AN ACCIDENT OR LOSS ..... 17</p> <p><b>PART C &gt; UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE</b> ..... 17</p> <p style="padding-left: 20px;">INSURING AGREEMENT ..... 17</p> <p style="padding-left: 20px;">ADDITIONAL DEFINITIONS – PART C &gt; UNINSURED MOTORIST BODILY INJURY COVERAGE ..... 17</p> <p style="padding-left: 20px;">ADDITIONAL DUTIES FOR PART C &gt; UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE ..... 18</p> <p style="padding-left: 20px;">EXCLUSIONS ..... 19</p> <p style="padding-left: 20px;">LIMIT OF LIABILITY ..... 20</p> <p style="padding-left: 20px;">OTHER INSURANCE ..... 21</p> <p style="padding-left: 20px;">ARBITRATION ..... 21</p> <p><b>PART D &gt; COVERAGE FOR DAMAGE TO YOUR RECREATIONAL VEHICLE</b>..... 22</p> <p style="padding-left: 20px;">INSURING AGREEMENT – COLLISION COVERAGE ..... 22</p> <p style="padding-left: 20px;">INSURING AGREEMENT – LIMITED COLLISION COVERAGE ..... 22</p> <p style="padding-left: 20px;">INSURING AGREEMENT – BROADENED COLLISION COVERAGE ..... 22</p> <p style="padding-left: 20px;">INSURING AGREEMENT – COMPREHENSIVE COVERAGE ..... 22</p> <p style="padding-left: 20px;">CHILD RESTRAINTS ..... 23</p> <p style="padding-left: 20px;">LOCKSMITH SERVICES ..... 23</p> <p style="padding-left: 20px;">THEFT REWARD ..... 23</p> <p style="padding-left: 20px;">FIRE DEPARTMENT SERVICE PROTECTION..... 23</p> <p style="padding-left: 20px;">TOW BAR/TOW DOLLY COVERAGE ..... 23</p> <p style="padding-left: 20px;">WINDSHIELD REPAIRS ..... 23</p> <p style="padding-left: 20px;">PET PROTECTION ..... 23</p> <p style="padding-left: 20px;">TOWING AND LABOR COVERAGE ..... 23</p> <p style="padding-left: 20px;">EMERGENCY EXPENSE COVERAGE ..... 24</p> <p style="padding-left: 20px;">ADDITIONAL DEFINITIONS - PART D &gt; COVERAGE FOR DAMAGE TO YOUR RECREATIONAL VEHICLE..... 24</p>
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EXCLUSIONS .....	25	LEGAL ACTION AGAINST US .....	31
LIMIT OF LIABILITY .....	27	OUR RIGHT TO RECOVER PAYMENT .....	31
PAYMENT OF LOSS .....	28	POLICY PERIOD AND TERRITORY .....	32
PERMISSION TO RELEASE VEHICLE .....	28	PREMIUM DUE ON POLICIES .....	32
NO BENEFIT TO BAILEE .....	28	POLICY TERMINATION.....	32
OTHER SOURCES OF RECOVERY .....	28	TRANSFER OF YOUR INTEREST	
APPRAISAL .....	29	IN THIS POLICY.....	33
ARBITRATION.....	29	MISREPRESENTATION AND FRAUD .....	33
LOSS PAYABLE CLAUSE .....	29	UNPAID PREMIUM AND FEES .....	34
<b>GENERAL PROVISIONS</b> .....	30	TWO OR MORE RECREATIONAL VEHICLE	
ADDITIONAL DEFINITIONS USED IN THIS		POLICIES .....	34
SECTION .....	30	TERMS OF POLICY CONFORM TO STATUTE .....	34
BANKRUPTCY .....	30	JOINT AND INDIVIDUAL INTERESTS .....	34
CHANGES .....	30	ELECTRONIC SIGNATURE .....	34
SETTLEMENT OF CLAIMS.....	31		

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## AGREEMENT

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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.

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, if **you** have paid, when due, all of the premiums for the coverages **you** have chosen. **We** will only insure **you** for the coverages and the Limits of Liability for which a premium is shown on the **Declarations Page** of the Policy.

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.

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## DEFINITIONS

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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.
- 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 **Declarations 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.
  - 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:
    - 1. The contraction of a medically defined communicable disease by any person; nor
    - 2. The exposure of such a disease by any person to any other person.
  - E. **“Business”** means any full-time or part-time job, trade, profession, occupation, employment or commercial enterprise.
  - F. **“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.
- G. **“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.

- H. "**Crime**" means any act or omission 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;
- whether or not there is an arrest, charge or conviction. However, for **us** to establish a criminal or intentional act or omission for purposes of this definition by other than a criminal conviction, **we** must independently prove that the **insured** committed a criminal or intentional act or omission. For purposes of this definition, a traffic conviction does not equate to a criminal or intentional act or omission.

"**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.

- I. "**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; side exhausts; 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.

- J. "**Declarations Page**" means the policy document showing **your** coverages, limits of liability, **covered recreational vehicles**, premiums and other policy related information.
- K. "**Depreciation**" means a decline in value due to wear and tear or obsolescence.
- L. "**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.
- M. "**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.
- N. "**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.
- O. "**Loss**" means sudden, direct, and **accidental** destruction or damage. "**Loss**" does not include **diminution in value**.
- P. "**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**.
- Q. "**Motor home**" means a licensed and registered 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.
- R. **“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.
- S. **“Named insured”** means the individual(s) designated as the named insured(s) on the **Declarations Page**.
- T. **“Newly acquired recreational vehicle”** means an **additional recreational vehicle** or a **replacement recreational vehicle** of which **you** become the **owner** during the policy period.
- U. **“Occupying”** means in; upon; getting into, out of, on or off. A person cannot be **occupying** more than one motor vehicle at a time.
- V. **“Own”, “owned”, “owner”,** and **“ownership”**, with respect to a **recreational vehicle** or **utility trailer**, mean 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.
- W. **“Personal vehicle sharing program”** means the sharing of a vehicle for non-commercial use.
- X. **“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.
- Y. **“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.
- Z. **“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;
  3. Operating a **recreational vehicle** on an indoor or outdoor track, course or trail designed or used for:
    - a. Racing or speed contest or adventure;
    - b. Demonstration driving;
    - c. Driver or skills training;
    - d. High performance driving; or
    - e. Driving competition.
- AA. **“Recreational vehicle”** means:
1. A **motor home**;
  2. A **travel trailer**; 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.
- BB. **“Regular operator”** is someone who uses a **covered recreational vehicle** at least once a week or at least thirty (30) times over the last twelve (12) months prior to an **accident** or **loss**.
- CC. **“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 vehicle** 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.

DD. **“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.

EE. **“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

FF. **“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.

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

HH. **“You” and “your”** refer to:

1. The **named insured**; and
2. The spouse of the **named insured if residing** in the same household at the time of the **accident** or **loss**.

A spouse is considered to be a resident of the household when there is a legitimate marital covenant, shared economic and non-economic burdens and legitimate reasons for the spouse to be staying in another home or location.

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## DUTIES AFTER AN ACCIDENT OR LOSS - FILING A CLAIM

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### 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.
1. 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.
2. Agree to give **us** information and consent necessary for **us** to comply with any statutes or government regulations that apply including, but not limited to, the person’s social security number.
3. Submit as often as **we** require to medical or physical exams by physicians **we** select. **We** will pay for these exams.



4. 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. **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.

The duty to submit to examinations under oath does not apply to PART B (I) > PERSONAL INJURY PROTECTION COVERAGE or PART B (II) > PROPERTY PROTECTION INSURANCE.

5. Give **us** written and recorded statements as often as **we** reasonably request.
6. Give **us** written authorization to obtain:
  - a. Medical records and reports, including current reports, notes and test results, records of prior medical history and treatment, therapy records and counseling records;
  - b. Credit and financial records;
  - 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.
7. Submit a sworn statement as proof of loss as **we** require.
8. 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**.
9. Attend hearings and trials as **we** require.
10. 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**.

#### **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 twenty-four (24) hours 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.
6. Failure to give any notice required to be given by this Policy within the time specified shall not invalidate any claim made by the **insured** if it shall be shown not to have been reasonably possible to give such notice within the prescribed time and that notice was given as soon as was reasonably possible.

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### **PART A > LIABILITY COVERAGE**

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#### **INSURING AGREEMENT– BODILY INJURY AND PROPERTY DAMAGE COVERAGE**

- A. Subject to the limit of liability shown on the **Declarations Page**, if **you** pay **us** the premium for Liability Coverage, **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**.
- 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.

#### INSURING AGREEMENT – LIMITED PROPERTY DAMAGE LIABILITY COVERAGE

- A. If **you** pay **us** the premium for Limited Property Damage, **we** will pay for damage to a motor vehicle for which an **insured** is legally liable because of an **accident** occurring in Michigan that arises out of the **ownership**, maintenance or use of a **recreational vehicle**. **We** will pay up to the maximum limit required by Chapter 31 of the Michigan Insurance Code for this coverage. This coverage applies only to the extent that the damage is not covered by collision insurance. Damage will not be assessed in favor of a party who is more than 50% at fault.
- B. Unless **we** choose to settle the claim, the **insured** must appear and defend any action commenced for this damage in a court having jurisdiction. Failure of the **insured** to appear and defend voids this Limited Property Damage Liability Coverage.
- C. Damages shall not be assessed if the damaged motor vehicle was being operated at the time of the damage without the security required by Section 500.3101 of the Michigan Insurance Code.

#### 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**”, as used in this PART A, 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, 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. This includes willful acts, that are the result of an **insured's** improper conduct. However, to establish an intentional act or omission for purposes of this exclusion by other than a criminal conviction, **we** will independently prove that the **insured** committed an intentional act or omission.

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**.

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 **covered recreational vehicle**:
  - a. When used in a share-the-expense car pool;
  - b. When used for volunteer or charitable purposes; or
  - c. For which reimbursement for normal operating expenses is received.
5. Liability arising out of the **ownership**, maintenance or use of a vehicle while it is being used in a **personal vehicle sharing program**.
6. **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**.
7. **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). 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**.
8. **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**.

9. **Bodily injury to you, any family member, or any insured.** This exclusion applies only to damages in excess of the minimum limits required by the Financial Responsibility Laws of the state of Michigan.
  10. **Bodily injury or property damage** that occurs while:
    - a. **You;** or
    - b. **A family member;**
 are operating a **recreational vehicle** with no license or with a license that has been suspended, revoked or cancelled.
  11. **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.
  12. **Bodily injury or property damage** arising out of the **ownership, maintenance, or use of any vehicle while racing.**
  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 that results from an **accident or loss** that occurs while the **insured** is committing a **crime.**
  16. **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.
  17. **Bodily injury or property damage** arising out of the **ownership, maintenance, or use of a covered recreational vehicle** as a residence or premises.
  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. This includes 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. Court ordered criminal restitution.
  20. **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.

- C. **We** do not provide Liability Coverage for any **insured** for **property damage** to any vehicle subject to Section 500.3101 of the Michigan Insurance Code, or its contents, as a result of an **accident** occurring in Michigan.

#### 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. There will be no adding, stacking or combining of coverage. 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. A **covered 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 **covered recreational vehicle** with an attached **utility trailer**.
- 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 or source of recovery.

#### 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:

1. 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
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, this Policy will provide the greater of:
  - a. The minimum limits and types of coverage; or
  - b. The applicable limits of liability provided for that **insured** under this Policy.

#### 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** limits 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.

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## PART B (I) > PERSONAL INJURY PROTECTION COVERAGE

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### INSURING AGREEMENT

- A. Subject to the provisions of the Michigan Insurance Code, if **you** pay **us** the premium for Personal Injury Protection Coverage, **we** will pay Personal Injury Protection benefits to or for an **insured** who sustains **accidental bodily injury**. The **bodily injury** must:
1. Be caused by a **motor vehicle accident** involving a **covered recreational vehicle**; and
  2. Arise out of the **ownership**, operation, maintenance or use of that **covered recreational vehicle** as a **recreational vehicle**.
- Nothing contained in this PART B (I) shall be construed to provide coverage greater than the coverages provided for in the Michigan Insurance Code.
- B. No legal action may be brought against **us** later than one year after the date of the **motor vehicle accident** causing the injury unless:
1. Written notice of injury has been given to **us** or **our** authorized agent within one year after the date of the **motor vehicle accident**; or
  2. **We** have made payment to the **insured** under this PART B(I).

If either a. or b. apply, **you** may bring action against **us**. Action must be brought within one year from the date the most recent allowable expenses or work loss or survivors' benefits was incurred. No one may recover benefits for any portion of the damages incurred more than one year before the date on which the action was begun.

- C. Personal Injury Protection benefits are subject to the provisions of the Michigan Insurance Code. Subject to the limits established by law, Personal Injury Protection benefits consist of the following:

#### 1. Allowable expenses

Reasonable charges incurred for reasonably necessary products, services and accommodations for an **insured's**:

- a. Care;
- b. Recovery; or
- c. Rehabilitation.

Allowable expenses do not include:

- a. Charges for a hospital room in excess of a reasonable and customary charge for semi-private room unless special or intensive care is required.
- b. Funeral and burial expenses in excess of the amount established by law.

#### 2. Work loss

Up to 85% of an **insured's** actual loss of income from work he or she would have performed during the first three (3) years after the date of the **motor vehicle accident** if he or she had not been injured. **We** will pay a higher percentage if the **insured** gives **us** reasonable proof that net income is more than 85% of gross income. The most **we** will pay in any thirty (30) day period for this benefit is the amount shown on the **Declarations Page** unless another amount is established by law. Any income an **insured** earns during the thirty (30) day period is included in determining the income benefit **we** will pay. Work loss does not include any loss after the date on which an **insured** dies. **We** will pro-rate this benefit for any period less than thirty (30) days.

#### 3. Replacement services

Expenses, not to exceed \$20 per day, reasonably incurred in obtaining ordinary and necessary services to replace those that an **insured**, had he or she not been injured, would have done:

- a. Without pay; and
- b. For the benefit of that **insured** or that **insured's dependents**.

Replacement services are payable for loss sustained during the three (3) years after the **motor vehicle accident**. It does not include any loss after the date on which an **insured** dies.

4. **Survivors' benefits**

a. Income loss

The contributions a deceased **insured's dependents** would have received from the deceased for their support if the **insured** had not died. The contributions must be tangible things of economic value for the **dependent's** support, not including services.

a. Replacement services

Expenses, not exceeding \$20.00 per day, reasonably incurred by the deceased's **dependents** during their dependency in obtaining ordinary and necessary services to replace those a deceased **insured** would have done for their benefit.

Survivors' benefits include payments for loss that occurs after the date on which the deceased died and within three (3) years after the date of the **motor vehicle accident**. The most we will pay in any thirty (30) day period for the total of these benefits shall not exceed the amount established by law.

**ADDITIONAL DEFINITIONS – PART B (I) > PERSONAL INJURY PROTECTION COVERAGE**

As used in this PART B (I):

A. **"Covered recreational vehicle"** means:

1. A **recreational vehicle** shown on the **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.

The **covered recreational vehicle** must be a **recreational vehicle** for which **you** are required to maintain security under Chapter 31 of the Michigan Insurance Code and to which the bodily injury liability coverage of this Policy applies.

B. **"Dependent(s)"** means:

1. The surviving spouse of a deceased **insured** if the spouse lived with, was domiciled or otherwise **resided** with the deceased insured at the time of death or was dependent upon the deceased **insured** at the time of death. The benefits end for a spouse at remarriage or death.
2. Any other person who was financially dependent on the deceased **insured** at the time of death if, and as long as, that **dependent** is:
  - a. Under age eighteen (18);
  - b. Physically or mentally unable to earn a living; or
  - c. Engaged full time in a formal program of academic or vocational education or training.

Dependency terminates upon the death of the **dependent** survivor.

C. **"Insured"** means:

1. **You** or any **family member** injured in a **motor vehicle accident**;
2. Anyone else injured in a **motor vehicle accident**:
  - a. While **occupying** a **covered recreational vehicle**; or
  - b. If the **motor vehicle accident** involves any other **recreational vehicle**, if the person is **occupying** such other **recreational vehicle**:
    - i. Which is operated by **you** or any **family member**; and
    - ii. To which PART A of this Policy applies.
  - c. While not **occupying** any **motor vehicle** or **recreational vehicle** if the **motor vehicle accident** involves a **covered recreational vehicle**.

D. **"Motorcycle"** means a vehicle having a saddle or seat for the use of the rider, designed to travel on not more than 3 wheels in contact with the ground, which is equipped with a motor that exceeds 50 cubic centimeters piston displacement. The wheels on any attachment to the vehicle will not be considered as wheels in contact with the ground. **Motorcycle** does not include:

1. A moped, as defined in Michigan Compiled Laws; or
2. An **off-road vehicle (ORV)**.

E. **“Motor vehicle”** means a vehicle, including a trailer, having more than two wheels, and operated or designed for operation upon public roads. A **motor vehicle** also includes a **recreational vehicle**. It does not include:

1. A **motorcycle** or moped as defined in the Michigan Vehicle Code;
2. A farm tractor or other implement of husbandry which is not subject to the registration requirements of the Michigan Vehicle Code;
3. A vehicle operated by muscular power or with fewer than three wheels; or
4. An **off-road vehicle (ORV)**.

F. **“Motor vehicle accident”** means a loss involving the **ownership**, operation, maintenance, or use of a **motor vehicle** or **recreational vehicle** regardless of whether the **accident** also involves the ownership, operation, maintenance, or use of a **motorcycle** as a **motorcycle**.

G. **“Off road vehicle”** and **“ORV”** mean a motor driven recreation vehicle designed for off road use and capable of cross-country travel without benefit of road or trail, on or immediately over land, snow, ice, marsh, swampland or other natural terrain. **ORV** includes but is not limited to:

1. A multi-track or multi-wheel drive vehicle;
2. A **motorcycle** or related 2-wheel, 3-wheel or 4-wheel vehicle;
3. An amphibious machine;
4. A ground effect air cushion vehicle;
5. An ATV as defined in the Natural Resources and Environmental Protection Act; or
6. Other means of transportation deriving motive power from a source other than the muscle or wind.

H. **“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.

## PREMIUM RECOMPUTATION

The Michigan Insurance Code places certain limitations on a person's right to sue for damages. The premium for this policy reflects these limitations. A court from which there is no appeal can declare any of these limitations unenforceable. If this occurs, **we** will have the right to recompute the premium. **You** can choose to delete any coverage as the result of the court's decision. If **you** do, **we** will recompute any refund of premium on a pro-rata basis.

## EXCLUSIONS

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

A. **We** do not provide Personal Injury Protection Coverage for **bodily injury**:

1. Suffered intentionally by the **insured** or caused intentionally by any person claiming benefits.
2. Sustained by any **insured** using a **motor vehicle, recreational vehicle** or **motorcycle** which that **insured** had taken unlawfully. This exclusion does not apply if the **insured** had the reasonable belief that he was entitled to take and use that vehicle.
3. Sustained by any **insured** while not **occupying** a **motor vehicle** or **recreational vehicle** if the **motor vehicle accident** takes place outside Michigan. However, this exclusion does not apply to:
  - a. **You**; or
  - b. Any **family member**.
4. Sustained by the owner or registrant of a **motor vehicle, recreational vehicle** or **motorcycle** involved in the **motor vehicle accident** with respect to which the security required under the Michigan Insurance Code was not in effect.
5. Sustained by anyone entitled to Michigan no-fault benefits as a named insured under another policy except while an operator or passenger of a **motorcycle** involved in the **motor vehicle accident**. This exclusion does not apply to **you**.
6. Sustained while **occupying** a **motor vehicle** or **recreational vehicle** located for use as a residence or premises.
7. Sustained while operating or as a passenger of a **motor vehicle** or **recreational vehicle** operated in the business of transporting passengers for which the security required under the Michigan Insurance Code is in effect. This exclusion does not apply to **bodily injury** to **you** or a **family member** while a passenger in a:
  - a. School bus;
  - b. Certified common carrier;
  - c. Bus operated under government sponsored transportation program;
  - d. Bus operated by or servicing a nonprofit organization;
  - e. Bus operated by a watercraft, bicycle, or horse livery used only to transport passengers to or from a destination point; or
  - f. Taxicab.



8. Sustained by **you** or any **family member** while **occupying a motor vehicle or recreational vehicle** which is **owned** or registered by:
  - a. **Your** employer; or
  - b. Any **family member's** employer; and
 for which the security required under the Michigan Insurance Code is in effect.
9. Sustained while **occupying a motor vehicle or recreational vehicle** other than a **covered recreational vehicle**:
  - a. For which the **owner** or registrant is not required to provide security under the Michigan Insurance Code; and
  - b. Which is being operated by **you** or a **family member** outside of Michigan.
10. Arising out of the **ownership**, operation, maintenance or use of a parked **motor vehicle or recreational vehicle**. This exclusion does not apply if:
  - a. The **motor vehicle or recreational vehicle** was parked in such a way as to cause unreasonable risk of the **bodily injury** which occurred; or
  - b. The **bodily injury** was a direct result of physical contact with:
    - i. Equipment permanently mounted on the **motor vehicle or recreational vehicle** while the equipment was being operated or used; or
    - ii. Property being lifted onto or lowered from the **motor vehicle or recreational vehicle** in the loading or unloading process; or
  - c. The **bodily injury** was sustained while **occupying the motor vehicle or recreational vehicle**.

However, exceptions b. and c. to this exclusion do not apply to any employee who has worker's disability compensation benefits available under Michigan law, under a similar law of another state or under a similar federal law and who sustains **bodily injury** in the course of employment while:

- a. Loading, unloading or doing mechanical work on a **motor vehicle or recreational vehicle**, unless the injury arises from the use or operation of another vehicle; or
- b. Entering into or alighting from the vehicle unless the **bodily injury** was sustained while entering into or alighting from the vehicle immediately after the **motor vehicle or recreational vehicle** became disabled.

11. Sustained in an **motor vehicle accident** by **you** or any **family member** while an operator or passenger of a **motorcycle**, if the **owner**, registrant or operator of the **motor vehicle** has provided security for that **motor vehicle** as required under the Michigan Insurance Code.
12. To a **family member** while **occupying**, or struck while not **occupying**, any **motor vehicle or recreational vehicle owned** or registered by such **family member** if the security required under the Michigan Insurance Code is not in effect for such **motor vehicle or recreational vehicle**.
13. To **you** while **occupying**, or struck by while not **occupying**, any **motor vehicle or recreational vehicle owned** or registered by **you** and which is not a **covered recreational vehicle**.
14. Sustained while **occupying**, or struck by while not **occupying**, a **motor vehicle or recreational vehicle**, other than a **covered recreational vehicle**, if:
  - a. Operated by **you** or any **family member**; and
  - b. The **owner** or registrant has the security required under Michigan Insurance Code.
 This exclusion does not apply to **you** or any **family member**.

- B. **We** do not provide Personal Injury Protection benefits for:
  1. The medical use of marijuana or for expenses related to the medical use of marijuana;
  2. Optometric service unless that service was included in the definition of practice of optometry under section 17401 of the public health code as of May 20, 1992; or
  3. Chiropractic service unless that service was included in the definition of practice of chiropractic under section 1401 of the public health code as of January 1, 2009.
- C. If Medical Expense Benefit – Coordinated is shown on the **Declarations Page**, coverage under this PART B (I) is excluded to the extent that allowable expenses or similar benefits are payable or required to be provided to or on behalf of **you** or a **family member** under the provisions of any valid and collectible:
  1. Medical, surgical or hospital direct pay or reimbursement health care plans or self-insurance plans;
  2. Individual or blanket or group accident, disability or hospitalization insurance or plans;

3. Vehicle or premises insurance affording medical expenses benefits; or
4. Worker's compensation law, similar disability law or any other state or federal law;

excluding Medicaid or Medicare benefits provided by the Federal Government.

If Medical Expenses Benefit – Coordinated is shown on the **Declarations Page**, the **insured** must seek treatment afforded for, or payable by, any other coverage before **we** will be responsible for any benefits, including any excess not paid for by such other coverage. The **insured** has a duty to mitigate his or her damages. **You** and/or a **family member** must exhaust primary benefits from all other available medical insurance, health care benefit plans, Health Maintenance Organization (HMO) or similar benefit plans before seeking benefits under this PART B (1).

- D. If Work Loss Benefit – Coordinated is shown on the **Declarations Page**, **we** will not pay work loss benefits that are payable or required to be provided on behalf of **you** or any **family member**:
  1. Under the provisions of any valid and collectible worker's compensation law, similar disability law or any other state or federal law; and
  2. To the extent that similar benefits are paid or payable under any other insurance, service, benefit or reimbursement plan.
- E. **We** will not pay for work loss for an **insured** age 60 or older if:
  1. Work Loss Benefit - Waived is indicated on the **Declarations Page**; and
  2. That **insured** has signed a form rejecting the work loss benefit.

#### LIMIT OF LIABILITY

- A. The limits of liability established by law for Personal Injury Protection Coverage are the most **we** will pay for each **insured** injured in any one **motor vehicle 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 **motor vehicle accident**;
  8. Premiums paid; or
  9. Insurers, including self-insurers, providing no-fault benefits.

- B. Any amount payable under this insurance shall be reduced by:
  1. Any amounts payable or required to be provided by state or federal law except any amounts payable or required to be provided by Medicare, provided that the benefits:
    - a. Serve the same purpose as Personal Injury Protection benefits payable to an **insured** under this Policy; and
    - b. Are provided or required to be provided as a result of the same **motor vehicle accident** for which this insurance is payable. However, this insurance shall not be reduced by any amount of worker's compensation benefits, if worker's compensation benefits that are required to be provided are not available to an **insured**; and
  2. Any deductible **you** elect and is shown on the **Declarations Page**. However, the deductible applies only to **you** and any **family member**. If **you** have elected Coordination of Benefits and **you** or any **family member** have no coordinated health coverage at the time of loss, a deductible of \$500.00 per **motor vehicle accident** will apply and be subtracted from the payable benefits.
- C. **We** will be responsible only for coverage provided under this PART B (I) that is excess over and above that potentially provided under any state or federal law.

#### DUPLICATION OF BENEFITS

- A. No one will be entitled to duplicate payments for the same elements of benefits under this coverage 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 **motor vehicle accident**;
  8. Premiums paid; or
  9. Insurers, including self-insurers, providing no-fault benefits.
- B. An **insured** who sustains **bodily injury** resulting from a **motor vehicle accident** which shows evidence of the involvement of a **motor vehicle** or **recreational vehicle** while an operator or passenger of a **motorcycle** shall claim insurance benefits in the following order of priority:

1. The insurer of the **owner** or registrant of the **motor vehicle** or **recreational vehicle** involved in the **motor vehicle accident**.
  2. The insurer of the operator of the **motor vehicle** or **recreational vehicle** involved in the **motor vehicle accident**.
  3. The **motor vehicle** insurer of the operator of the **motorcycle** involved in the **motor vehicle accident**.
  4. The **motor vehicle** insurer of the **owner** or registrant of the **motorcycle** involved in the **accident**.
- C. If any **insured** is entitled to recover benefits under more than one policy, the maximum recovery under all such policies shall not exceed the amount established by the Michigan Insurance Code.

**PART B (II) > PROPERTY PROTECTION INSURANCE  
INSURING AGREEMENT**

- A. Subject to the provisions of the Michigan Insurance Code, if **you** pay **us** the premium for Property Protection Insurance, **we** will pay, on behalf of an **insured**, **property damage**:
1. Caused **accidentally** by a **motor vehicle accident**; and
  2. Arising out of the **ownership**, operation, maintenance or use of a **covered recreational vehicle** as a **recreational vehicle**.
- Property protection benefits apply only to **motor vehicle accidents** which happen in Michigan.
- B. In addition, under this PART B (II), no legal action may be brought against **us** later than one year after the date of the **accident** causing the **property damage**.

**ADDITIONAL DEFINITIONS – PART B (II) >  
PROPERTY PROTECTION INSURANCE**

As used in this PART B (II):

- A. **"Covered recreational vehicle"** means a **recreational vehicle**:
1. Which **you own** and that is shown on the **Declarations Page**;
  2. For which **you** are required to maintain security under the Michigan Insurance Code; and
  3. To which the property damage liability coverage of this Policy applies.
- B. **"Insured"** means:
1. **You** or any **family member** for the **ownership**, operation, maintenance or use of a **covered recreational vehicle**. This applies only if PART A of this Policy applies to that **recreational vehicle**.
  2. Any person using a **covered recreational vehicle** which is **owned** by **you**.

- C. **"Motorcycle"** means a vehicle having a saddle or seat for the use of the rider, designed to travel on not more than three wheels in contact with the ground, which is equipped with a motor that exceeds 50 cubic centimeters piston displacement. The wheels on any attachment to the vehicle will not be considered as wheels in contact with the ground. **Motorcycle** does not include:
1. A moped, as defined in Michigan Compiled Laws; or
  2. An **off-road vehicle (ORV)**.
- D. **"Motor vehicle"** means a vehicle, including a trailer, having more than two wheels and operated or designed for operation upon public roads. It does not include:
1. A **motorcycle** or moped, as defined in the Michigan Vehicle Code;
  2. A farm tractor or other implement of husbandry which is not subject to the registration requirements of the Michigan Vehicle Code;
  3. A vehicle operated by muscular power or with fewer than three wheels; or
  4. An **off-road vehicle (ORV)**.
- E. **"Motor vehicle accident"** means a loss involving the **ownership**, operation, maintenance or use of a **motor vehicle** as a **motor vehicle** regardless of whether the **accident** also involves the **ownership**, operation, maintenance or use of a **motorcycle** as a **motorcycle**.
- F. **"Off-road vehicle"** and **"ORV"** mean a motor driven recreation vehicle designed for off road use and capable of cross country travel without benefit of road or trail, on or immediately over land, snow, ice, marsh, swampland or other natural terrain. **ORV** includes but is not limited to:
1. A multi-track or multi-wheel drive vehicle;
  2. A **motorcycle** or related 2-wheel, 3-wheel or 4-wheel vehicle;
  3. An amphibious machine;
  4. A ground effect air cushion vehicle;
  5. An ATV as defined in the Natural Resources and Environmental Protection Act; or
  6. Other means of transportation deriving motive power from a source other than the muscle or wind.
- G. **"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.

## EXCLUSIONS

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

- A. **We** do not provide Property Protection Insurance for **property damage**:
1. Suffered intentionally, or caused intentionally by any person claiming benefits.
  2. To a **covered recreational vehicle** or its contents.
  3. To any vehicle and its contents, including **trailers**, operated or designed for operation upon a public highway by power other than muscular power, unless the vehicle was parked in such a way as not to cause unreasonable risk of the **property damage** that occurred.
  4. To property owned by either:
    - a. **You**; or
    - b. Any **family member**;if **you** or any **family member** were the:
    - a. **Owner**;
    - b. Operator; or
    - c. Registrant;of a **recreational vehicle** involved in the **motor vehicle accident** which caused the **property damage**.
  5. Resulting from an **accident** involving a **motor vehicle** or **recreational vehicle** not **owned** by, but used by:
    - a. **You**; or
    - b. Any **family member**;to the extent the **owner** or registrant has the security required under the Michigan Insurance Code.
  6. To any property while a **motor vehicle** or **recreational vehicle** is located for use as a residence or premises.
  7. Occurring within the course of the business of:
    - a. Repairing;
    - b. Servicing; or
    - c. Otherwise maintaining;**motor vehicles** or **recreational vehicle**. This exclusion does not apply to a **covered recreational vehicle**.
  8. To utility transmission lines, wires or cables arising from the failure of a municipality, utility company or cable television company to comply with the Michigan Compiled Laws.

9. Any property accepted for transportation by a **named insured** who is a motor carrier as defined in Chapter 475 of the Michigan Compiled Laws, if a certificate of insurance or other evidence of security has been filed by or on behalf of such a motor carrier with any local, state or federal regulatory authority, to the extent that such insurance or other security is provided for such property or would be except for the application of a deductible.
10. To the property of any person who is using a **covered recreational vehicle** without **your** permission.
11. Sustained in an **motor vehicle accident** occurring outside the state of Michigan.
12. Arising out of the operation, maintenance or use of a **motorcycle, recreational vehicle** or **motor vehicle** by any person who has unlawfully taken the **motorcycle, recreational vehicle** or **motor vehicle**, unless the person reasonably believed that he or she was entitled to take and use the vehicle.
13. Excluded by the Michigan No-Fault Law, Chapter 31 of the Michigan Insurance Code, as amended, and the law of the State of Michigan.

## LIMIT OF LIABILITY

- A. **Our** maximum limit of liability established by law for Property Protection Insurance for all **property damage** resulting from any one **motor vehicle accident** 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 **motor vehicle accident**;
  8. Premiums paid; or
  9. Insurers, including self-insurers, providing Property Protection Insurance.
- B. The most **we** will pay under Property Damage Insurance will not exceed the lowest of:
1. Reasonable repair costs; or
  2. Replacement costs minus **depreciation**.
- C. **We** will also pay, where applicable, the value of loss of use.

## DUPLICATION OF BENEFITS

- A. No one will be entitled to duplicate payments for the same elements of damages under this coverage regardless of 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 **motor vehicle accident**;
  8. Premiums paid; or
  9. Insurers, including self-insurers, providing Property Protection Insurance.

## ADDITIONAL DUTIES AFTER AN ACCIDENT OR LOSS

A person seeking payment under PART B (II) > PROPERTY PROTECTION INSURANCE must:

1. Provide **us** written notice as soon as practicable after a **motor vehicle accident** involving a **covered recreational vehicle**.
2. Take reasonable steps after a **motor vehicle accident**, at **our** expense, to protect the damaged property from further **loss**. Any further **loss** due to failure to protect the property will not be covered under this Policy.
3. Permit **us** to inspect and appraise the damaged property before its repair or disposal.

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## PART C > UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE

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### INSURING AGREEMENT

- A. Subject to the limit of liability shown on the **Declarations Page**, if **you** pay **us** the premium for Uninsured/Underinsured Motorist Bodily Injury 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 **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**.

- B. **We** will pay under this PART C only after the limits of liability under any applicable **bodily injury** liability policies, self-insurance and bonds have been exhausted by payment of judgments or settlements.
- C. **We** are not bound by any settlement entered into without **our** consent. Any judgment for damages arising out of a lawsuit is not binding on **us** unless **we** have consented in writing to the entry of that judgment. **You** are not forbidden to file a lawsuit against **us** within three (3) years from the date of the **accident** to have any dispute settled by a court of proper jurisdiction if **you** believe that **we** have not appropriately responded to **your** requests concerning such proceedings or have acted inappropriately in handling **your** claim.
- D. **We** are not bound by any judgment for damages that arises out of a lawsuit brought without **our** prior written consent. **You** are not forbidden to file a lawsuit against **us** within three (3) years from the date of the **accident** to have any dispute settled by a court of proper jurisdiction if **you** believe that **we** have not appropriately responded to **your** requests concerning such proceedings or have acted inappropriately in handling **your** claim.
- E. Any claim or suit for Uninsured/Underinsured Motorist Bodily Injury Coverage must be brought within three (3) years from the date of the **accident**.

### ADDITIONAL DEFINITIONS – PART C > UNINSURED MOTORIST BODILY INJURY COVERAGE

As used in this PART C:

- 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. “**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 or causes an **accident** without hitting:
    - a. **You** or a **family member**;
    - b. A vehicle that **you** or a **family member** are **occupying**; or
    - c. A **covered recreational vehicle**.

If there is no physical contact with the hit-and-run vehicle, the facts of the **accident** must be corroborated by an independent eyewitness other than the person or persons making claim under this or similar coverage.

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.
4. That is insured by a **bodily injury** liability bond or policy which applies at the time of the **accident**, but its limit of liability is less than the **bodily injury** minimum limit specified by the Michigan Financial Responsibility law.

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;
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 or being used 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;
8. That is not required to be registered as a motor vehicle; or
9. Which is an **underinsured motor vehicle**.

- C. “**Underinsured motor vehicle**” means a land motor vehicle, or **trailer** of any type, to which a **bodily injury** liability bond or policy applies at the time of the **accident** but the sum of all applicable limits of liability for **bodily injury** is less than the coverage limit for Uninsured/Underinsured Motorist Bodily Injury Coverage shown on the **Declarations Page**.

“**Underinsured 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;
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 or being used 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 insured for coverage under PART A of this Policy;
8. That is not required to be registered as a motor vehicle; or
9. Which is an **uninsured motor vehicle**.

#### **ADDITIONAL DUTIES FOR PART C > UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE**

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

1. Promptly report any **accident** or **loss** to the police or other local law enforcement.
2. Notify the police within twenty-four (24) hours and notify **us** within thirty (30) days after an **accident** that involves a hit-and-run vehicle or unknown driver.
3. Report the **accident** to **us** within thirty (30) days of the **accident**.
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. Allow **us** thirty (30) days after an offer of settlement to advance payment to that **insured** in an amount equal to the offer to preserve all of **our** rights against the **owner**, operator or insurer of any **underinsured motor vehicle**.
8. Give **us** proof that the limits of liability under any liability policies that apply to an **uninsured motor vehicle** or **underinsured motor vehicle** have been exhausted by payment of judgments or settlements.
9. Failure to give any notice required to be given by this Policy within the time specified shall not invalidate any claim made by the **insured** if it shall be shown not to have been reasonably possible to give such notice within the prescribed time and that notice was given as soon as was reasonably possible.

## EXCLUSIONS

**PLEASE READ THE EXCLUSIONS CAREFULLY. IF ANY EXCLUSION APPLIES, 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 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. 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. This includes willful acts that are the result of an **insured's** improper conduct. However, to establish an intentional act or omission for purposes of this exclusion by other than a criminal conviction, **we** will independently prove that the **insured** committed an intentional act or omission.
  4. 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, disability benefits or similar benefits are required or available for that domestic employee.
  5. 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 **covered recreational vehicle**:
    - a. When used in a share-the-expense car pool;
    - b. When used for volunteer or charitable purposes; or
    - c. For which reimbursement for normal operating expenses is received.
  6. 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**.
  7. That occurs while maintaining or using any vehicle while an **insured** is employed or otherwise engaged in any **business** (other than farming or ranching). 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 **your** or any **family member**.
  8. 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**.
  9. Who:
    - 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. Arising out of the **ownership**, maintenance, or use of any vehicle while **racing**.
  11. For which the United States Government is held responsible under the Federal Tort Claims Act.
  12. That results from an **accident** or **loss** that occurs while the **insured** is committing a **crime**.
  13. 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.
14. Resulting from the discharge of any firearm or weapon in connection with the **ownership**, maintenance or use of any **recreational vehicle**.
15. To an **insured** while operating his or her own **recreational vehicle** if no-fault insurance coverage, as required under section 500.3101, was not in effect at the time of the **accident**.
- 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 **recreational 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 **recreational vehicle**.
  - 2. Any **recreational vehicle** which is not insured for Uninsured/Underinsured Motorist Bodily Injury Coverage under this Policy that is:
    - a. **Owned** by any **family member**; or
    - b. Furnished or available for the regular use of any **family member**.
  - 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.

This exclusion does not apply to **you** or a **family member**.
- C. Coverage under this PART C shall not apply directly or indirectly to benefit the United States of America or any state or political subdivision thereof, or 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/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/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** 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. There will be no adding, stacking or combining of coverage. The limits of liability for Uninsured/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 > UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE will be reduced by all sums:

1. Payable to or for the **insured** by or on behalf of persons or organizations that are or may be legally liable for the **bodily injury** to the **insured**. This includes, but is not limited to, all sums paid or payable under PART A > LIABILITY COVERAGE; and
2. Paid or payable under any of the following or similar laws:
  - a. Worker's compensation law;
  - b. Disability benefits law;
  - c. Personal Injury Protection Coverage or No-Fault Coverage; or
  - d. Medical Payments Coverage.

F. No one will be entitled to receive duplicate payments for the same elements of **loss** or damage under PART C 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 or source of recovery.

#### 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 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. The total recovery under all such policies or coverage may not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. 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.
3. Any insurance **we** provide to an **insured** that is not **occupying a covered recreational vehicle** shall be excess over any collectible insurance providing insurance on a primary basis.

#### ARBITRATION

A. If **we** and an **insured** do not agree:

1. Whether the **insured** is legally entitled to recover damages for **bodily injury** under this PART C; 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. A demand for arbitration must be made within three (3) years from the date of the **accident** or **we** will not pay damages under this PART C.

C. 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 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.

D. 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.

E. 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/Underinsured 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 twenty-one (21) days of the arbitrators' decision. If this demand is not made within twenty-one (21) days, the amount of damages agreed to by the arbitrators will be binding. Trial will be in a court of competent jurisdiction. Trial will be on all issues of the award including the amount within the Financial Responsibility limits.

- F. 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**;
  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**.
- G. Each party will:
1. Pay the costs, fees and other expenses it incurs; and
  2. Bear the expenses of the third arbitrator equally.

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## PART D > COVERAGE FOR DAMAGE TO YOUR RECREATIONAL VEHICLE

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### INSURING AGREEMENT – COLLISION COVERAGE

If **you pay us** the premium for Collision Coverage and “Collision” 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 – LIMITED COLLISION COVERAGE

If **you pay us** the premium for Limited Collision Coverage and “Limited” is shown on the **Declarations Page**, **we** will pay for **loss** to a **covered recreational vehicle** caused by a **collision** provided:

1. The operator of the **covered recreational vehicle** was 50% or less at fault in the **accident** from which the **loss** arose. If the operator is more than 50% at fault in the **accident**, **we** will not pay for **loss** to the **covered recreational vehicle**;
3. If there is no physical contact with another motor vehicle involved in the **accident**, the operator of the **covered recreational vehicle** offers reasonable evidence that he or she was not more than 50% of the cause of the **accident**; and
4. If the **covered recreational vehicle** was parked in such a way as not to cause unreasonable risk of the **loss** which occurred, **we** will only pay for that part of the **loss** which is not recovered under Property Protection Insurance under Chapter 31 of the Michigan Insurance Code.

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

### INSURING AGREEMENT – BROADENED COLLISION COVERAGE

If **you pay us** the premium for Broadened Collision Coverage and “Broadened” 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**.

No deductible applies to **loss** to the **covered recreational vehicle** caused by **collision**, except while parked in such a way as not to cause unreasonable risk of the **loss** that occurred, provided:

1. The operator of the **covered recreational vehicle** was 50% or less at fault in the **accident** from which the **loss** arose; or
2. If there is no physical contact with another motor vehicle involved in the **accident**, the operator of the **covered recreational vehicle** offers reasonable evidence that he or she was no more than 50% of the cause of the **accident** from which the **loss** arose.

No deductible applies to **loss** to the **covered recreational vehicle** caused by **collision** while parked in such a way as not to cause unreasonable risk of the **loss** which occurred, provided:

1. **You** do not recover payment for that damage under Property Protection Insurance under Chapter 31 of the Michigan Insurance Code; and
2. **We** pay for the damage.

### INSURING AGREEMENT – COMPREHENSIVE COVERAGE

If **you pay us** the premium for Comprehensive Coverage and it 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;
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**.

## CHILD RESTRAINTS

In the event of a **loss** to which Collision Coverage or Comprehensive Coverage applies and **we** determine that the integrity of a child safety seat or restraint system is compromised, **we** will pay up to \$250 to replace it with a child safety seat or restraint system of like kind and quality. The child safety seat or restraint system must have been in the **covered recreational vehicle** at the time of the covered **loss**. No deductible applies to this child safety seat or restraint system.

## 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:

1. The tow bar or tow dolly is damaged or stolen; and
2. The tow bar or tow dolly is designed:
  - a. To tow a private passenger type vehicle behind a **motor home**; and
  - b. 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.

## PET PROTECTION

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 **you** pay **us** the premium for Towing and Labor Coverage, **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:

1. 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;
2. **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
3. 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 the 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 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. This includes willful acts that are the result of an **insured’s** improper conduct. However, to establish an intentional act or omission for purposes of this exclusion by other than a criminal conviction, **we** will independently prove that the **insured** committed an intentional act or omission.

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 **covered recreational vehicle**:
  - a. When used in a share-the-expense car pool;
  - b. When used for volunteer or charitable purposes; or
  - c. For which reimbursement for normal operating expenses is received.
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). 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 recreational vehicle** that occurs while it is being used in a **personal vehicle sharing program**.
  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. **Loss** 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. This includes 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.

11. 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.

12. **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**.

13. **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**.

14. **Loss** to equipment designed or used for the detection or location of radar, laser or other speed measuring equipment or its transmission.
15. **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.

16. **Loss** due to theft, larceny or conversion of a **covered recreational vehicle** or its equipment:
- a. By **you**, a **family member** or any other persons listed as a driver on the **Declarations Page**; or
  - b. Where there is no visible sign of forced entry into the **covered recreational vehicle**.

17. **Loss** to a **covered recreational vehicle**:
- a. Prior to its delivery to **you**; or
  - b. Due to theft prior to its delivery to **you**.

18. **Loss** resulting from the purchase of a **covered recreational vehicle** from any person or organization other than the **recreational vehicle's** rightful **owner**.

19. **Loss** arising out of any liability assumed by **you** or a **family member** under any contract or agreement.

20. **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:
- The breakage is to glass which is permanently a part of or attached to the **covered recreational vehicle**;
  - The cause of such damage is malicious mischief, vandalism, riot, civil commotion, fire or lightning; or
  - The damage results from the theft of the **covered recreational vehicle**.
21. **Loss** due to vermin, insects, birds, animals or rodents. This exclusion does not apply to damage from **collision** with birds or animals.
22. **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:
    - 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;
    - Has been given in exchange for compensation;
    - Is under a conditional sales agreement by **you** to another; or
    - 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.
  - Stated amount shown on the **Declarations Page**, if any.
- B. A deduction for **depreciation** and betterment will be made from the amount **we** will pay for repair or replacement of the damaged or stolen property, or any part thereof, if the repair or replacement results in better property or in a better part with regard to:
- Its market value;
  - The useful life of the part; or
  - The improvement of the condition of the **recreational vehicle** considering wear and tear and damage that existed prior to the **loss**.
- Our** adjustment to the amount payable by **us** due to betterment or **depreciation** on parts replaced includes, but is not limited to:
- Batteries;
  - Tires;
  - Engines;
  - Transmissions; and
  - Any other parts that wear out over time or have a finite useful life or duration typically shorter than the life of the **recreational vehicle** as a whole. This does not include external crash parts, wheels, windshields or other glass.
- C. 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**.
- D. 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, quality, performance and warranty to the original manufacturer parts they replace. Warranties applicable to non-**OEM** parts may be provided by the manufacturer or distributor of these parts rather than the manufacturer of the **covered recreational vehicle**. If **we** specify the use of non-**OEM** parts, **we** will identify each such part on **your** repair estimate.
- E. 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**. **Our** liability for the cost of repairing damaged property is limited to the amount needed to perform physical repairs to the stolen or damaged property. PART D > COVERAGE FOR DAMAGE TO YOUR RECREATIONAL VEHICLE does not cover, and **we** will not pay for, **diminution in value**.

#### LIMIT OF LIABILITY

- A. **Our** limit of liability for **loss** shall not exceed the lowest of the:
- Actual cash value** reduced by:
    - The applicable deductible shown on the **Declarations Page**; and
    - Its salvage value if **you** or the **owner** retain the salvage;
  - Amount necessary to repair or replace the property with other property of like kind and quality reduced by:
    - The applicable deductible shown on the **Declarations Page**; and
    - Its salvage value if **you** or the **owner** retain the salvage; or

F. 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.

G. 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 insurance or source of recovery.

H. After an **accident** to which PART D applies, **we** will pay reasonable charges, as determined by **us**, for transporting and storing a **covered recreational vehicle** to a repair facility near the location of **loss**. **We** will only pay up to three (3) days of reasonable storage charges incurred arising out of the **loss** and incurred before the claim is reported to **us**. However, in the event of a total **loss** to a **recreational vehicle** listed on the **Declarations Page**, any storage charges owed will be reduced by the **actual cash value** of the **covered recreational vehicle**.

#### 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. **We** do not waive any of **our** rights under this Policy by agreeing to an appraisal.
- C. 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.

## ARBITRATION

- A. If **you** purchase either Limited Collision Coverage or Broadened Collision Coverage, the determination as to:
1. Whether the operator of the **covered recreational vehicle** was more than 50% of the cause of the **accident**; and
  2. The amount of **loss**;
- shall be made by agreement between **you** and **us**. If no agreement is reached, then either party may, upon notice to the other party, demand that the matter or matters be settled by 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. A demand for arbitration must be made within three (3) years from the date of the **accident** or **we** will not pay damages under this PART D.
- C. If arbitration is agreed upon, each party will select a competent, licensed and impartial arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree within thirty (30) days, either party may request that a judge of a court of record, in the county where **you** live, select the third arbitrator.

- D. Unless both parties agree otherwise, arbitration will take place in the county in which **you** live, 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.
- E. A decision agreed to by two of the arbitrators will be binding as to:
1. Whether the operator of the **covered auto** was more than 50% of the cause of the **accident**; and
  2. The amount of **loss**.
- F. The arbitrators shall have no authority to:
1. Award any amount as **punitive or exemplary damages**;
  2. Award any costs or fees;
  3. Award any amount as interest; or
  4. Decide any coverage issue.
- G. Each party will:
1. Pay the costs, fees and other expenses it incurs; and
  2. Bear the expenses of the third arbitrator equally.

## 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**.

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## GENERAL PROVISIONS

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### 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 vehicle**;
    - 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.
- You** are not forbidden from filing a lawsuit against **us** within the statute of limitations to have any dispute settled by a court of proper jurisdiction when **we** have not appropriately responded to **your** requests concerning such proceedings or have acted inappropriately in handling **your** claim.
- 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 the time period set forth in the bodily injury statute of limitations in the law of the state where the **accident** occurred.

## 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. If there is a recovery, then **we** shall be reimbursed out of the recovery for expenses, costs and attorney 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 D > COVERAGE FOR DAMAGE TO YOUR RECREATIONAL VEHICLE against any person using a **covered recreational vehicle** with the **owner's** express or implied permission.

**Our** right to recover payment under this section is subject to any applicable limitations stated in the Michigan Insurance Code.

- 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.
- We** shall be entitled to recovery under this paragraph B. only after the person has been fully compensated by another party.
- 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.
  4. Any reimbursement to **you** by **us** will be reduced by a proportionate share of expenses and attorney fees incurred due to the recovery.
- D. If **we** make a payment to, or on behalf of, anyone insured under this Policy which is not covered by this Policy but is compelled by law then, to the extent allowed by law, **you** must reimburse **us** to the full extent of all **loss** or damages paid by **us** and **our** claims adjustment expenses.

## 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 between their ports.

## PREMIUM DUE ON POLICIES

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**. **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**.

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 TERMINATION

### A. Cancellation

1. This Policy may be cancelled during the policy period as follows:
  - a. **You** may cancel by giving **us**, or **our** authorized representative, notice on or before 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** at least ten (10) days notice by first class mail if cancellation is for nonpayment of premium.

- c. If **we** cancel this Policy for reasons other than for nonpayment of premium during the first fifty-five (55) days and this isn't a renewal or continuation Policy, notice will be **mailed** at least twenty (20) days before the effective date of cancellation.

- d. **We** will mail notice of cancellation at least thirty (30) days before the effective date of cancellation in all other cases.

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.

3. After this Policy is in effect for fifty-five (55) days, or if this is a renewal or continuation policy, **we** will cancel only for one or more of the following reasons:

- a. Nonpayment of premium;

- b. If **your** driver's license or that of:

- i. Any driver who lives with **you**; or
- ii. Any driver who regularly uses a **covered auto**;

has been suspended or revoked and the suspension or revocation has become final. This must have occurred:

- i. During the policy period; or
- ii. Since the last anniversary of the original effective date if the policy period is other than 1 year; or

- c. If the Policy was obtained through material misrepresentation.

### B. Nonrenewal

If **we** decide not to renew or continue this Policy, **we** will **mail** notice, by first class mail, 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 end of the policy period.
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.

### 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 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.
3. 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** pay **your** initial premium for any new policy by any remittance other than cash, the coverage offered by this Policy is conditioned on that remittance being honored upon presentment by the financial institution. If the remittance is not honored, then **we** shall be deemed not to have accepted the payment and this Policy, if allowed by law, shall be void from inception. If the Policy is void from inception, it will not be subject to the Cancellation provisions of this Policy. This means that **we** will not be liable under this Policy for any claims or damages which would otherwise be covered if the remittance had been honored upon presentment. If **we** are required by law to make any payment after **we** void this Policy, **you** must pay **us** for all expenses incurred and payments made. **Our** right to void this Policy will not be affected if **we** submit the remittance for payment more than once.
2. 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.
3. 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.
4. 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 according to Michigan laws. However, making or offering to make the refund is not a condition 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, if such person **resides** in the **named insured's** household at the time of the **named insured's** death. Coverage applies to the spouse as if a named insured shown on the **Declarations Page**. The spouse is considered to be a resident of the household when there is a legitimate marital covenant, shared economic and non-economic burdens, and legitimate reasons for the spouses to be staying in another home or location.
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. **We** reserve the right, at **our** sole discretion, to void from inception or rescind this Policy if **you** or a **family member**:

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.

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**. To prevail under this exclusion, **we** will not be required to prove the **insured's** intent to defraud with regard to any false statements or fraudulent conduct.
- 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.

## 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.

## 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

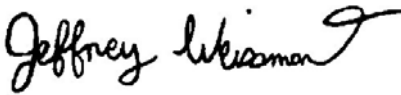
- A. **You** and **we** agree that electronic signatures may be used and will satisfy any regulatory or other requirement for written signatures. When a law requires:
  1. A signature on any form or document; or
  2. A letter or document to be notarized, verified, acknowledged or made under oath;
 the 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.



In witness whereof, **we**, as officers of the Company, have caused this Recreational Vehicle Policy to be executed and attested. If required by state law, this Policy shall not be valid unless countersigned by **our** authorized representative.

A handwritten signature in black ink, appearing to read "Barry S. Karfunkel". The signature is stylized with a large, sweeping flourish at the end.

Barry S. Karfunkel  
President

A handwritten signature in black ink, appearing to read "Jeffrey Weissmann". The signature is written in a cursive style.

Jeffrey Weissmann  
Secretary