

Florida Recreational Vehicle Policy

Get Direct & Get Going.



PO Box 3199, 450 W. Hanes Mill Rd Ste 101
Winston-Salem NC 27102-3199

Direct General Insurance Company

WARNINGS

FRAUD WARNING: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

MATERIAL MISREPRESENTATIONS MAY PREVENT RECOVERY OF BENEFITS UNDER THIS POLICY. MISREPRESENTATIONS INCLUDE FAILURE TO DISCLOSE ON THE APPLICATION REGULAR OPERATORS, DRIVERS, AND HOUSEHOLD RESIDENTS.

NOTICE: To ask questions, obtain information about your coverages, or if you need assistance in resolving a complaint, please call us at 1-877-468-3466.

This Policy with the Declarations Page, Application, and Endorsements, if any, issued complete this Policy.

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FLORIDA 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 only to accidents and losses involving **recreational vehicles**. The **Declarations Page**, all forms, and endorsements constitute a single policy issued to **you**, regardless of the fact that the **Declarations Page** may list both personal autos and **recreational vehicles**. In no event shall both the Personal Automobile Policy form and the Recreational Vehicle Policy form apply to any single **accident** or **loss**.

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AGREEMENT

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 recorded 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. **You** have a continuing duty to notify **us** of any changes to this information as explained in the Changes provision of this Policy. 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 this 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. Subject to the Out of State Insurance provision, **we** will only insure **you** for the coverages and the Limits of Liability for which a premium is shown on the **Declarations Page** of this 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.

DEFINITIONS

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

- A. “**Accident**” means a sudden, unexpected, and unintended occurrence causing injury or physical damage, arising from the ownership, maintenance, or use of a **recreational vehicle**. This definition does not apply to uninsured motorist coverage or personal injury protection coverage.
- B. “**Actual cash value**” means the fair market value of the stolen or damaged property at the time of an **accident** or **loss**. Fair market value takes into account the following factors which may reduce value:
1. The property’s age, mileage, and physical condition; and
 2. Depreciation and prior damage.

Actual cash value may include the amount of sales tax that would be applicable to the fair market value of the stolen or damaged property at the time of an **accident** or **loss** if such tax will necessarily be incurred upon replacement of a total loss or upon repair of a partial loss; provided, however, that **we** are not obligated to pay such tax unless and until it has actually been incurred.

- C. “**Additional recreational vehicle**” means a **recreational vehicle** that **you** acquire in addition to the **recreational vehicle(s)** shown on the **Declaration Page**, if:

1. No other insurance applies to the acquired **recreational vehicle**; and
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.

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, unless there is a direct causal connection between the transmission of the disease and a covered loss.

This definition does not apply to personal injury protection coverage.

- E. “**Business**” means any full-time or part-time job, profession, occupation, employment, trade, or commercial enterprise.
- F. “**Business use**” means the required use of an auto in the ordinary course of **business**. This does not include commuting to or from work or isolated occurrences. A **business use** that **we** allow for a **covered recreational vehicle** as shown on the **Declarations Page** is limited to within 500 miles of **your** garaging address as shown on the **Declarations Page**.

- G. **“Carry persons or property for compensation or a fee”** means to deliver, transport or carry persons, products, goods, materials, property, animals or livestock for any form of money, salary, income, property, consideration or any other thing of value (including, but not limited to, any mileage or expense allowance). This includes, but is not limited to, the delivery of goods, either on a wholesale or retail basis, such as food, magazines, newspapers, or flowers. This does not include share-the-expense car pools.
- H. **“Covered recreational vehicle”** means:
1. Any **recreational vehicle** shown on **your Declarations Page**, including its **customized equipment and parts**, unless **you** have asked **us** to delete that **recreational vehicle** from the Policy;
 2. A **newly acquired recreational vehicle** including its **customized equipment and parts**; or
 3. **Your utility trailer**; or
 4. A **temporary substitute RV**.
- I. **“Declarations Page”** means the most recent document **we** have issued to **you** for this policy that lists:
1. The types of coverage **you** have selected;
 2. The limit for each coverage;
 3. The premium **you** must pay for each coverage;
 4. The **recreational vehicles we** have agreed to insure under this policy;
 5. The policy term; and
 6. Other policy information.
- J. **“Depreciation”** means a decline in value due to wear and tear or obsolescence.
- K. **“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.
- L. **“Electronic Signature”** means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.
- M. **“Family member”** means a person who is, at the time of the **accident** or **loss**.
1. Related to **you** by blood, marriage, registered domestic partnership, or adoption and who **resides** in **your** household;
 2. A ward, foster child, or stepchild who **resides** in **your** household;
 3. **Your** unmarried, dependent children living temporarily away from home who intend to **reside** in **your** household.
- The definition of **“family member”** does not apply to personal injury protection coverage.
- N. **“Loss”** means sudden, direct, and **accidental destruction** or damage. **“Loss”** does not include:
1. **Diminution in value** or
 2. Repossession, destruction, seizure, or confiscation of a **recreational vehicle** by any government authority.
- O. **“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.
- P. **“Motor vehicle business”** means the **business** or occupation of:
1. Selling;
 2. Leasing or renting;
 3. Repairing;
 4. Servicing;
 5. Delivering;
 6. Testing, including road testing;
 7. Storing;
 8. Parking, including valet parking;
 9. Cleaning;
 10. Towing or transporting;
- any motor vehicle.
- Q. **“Named insured”** means the individual(s) designated as the **named insured(s)** on the **Declarations Page**. This definition does not apply to personal injury protection coverage.
- R. **“Newly acquired recreational vehicle”** means an **additional recreational vehicle** or a **replacement recreational vehicle** of which **you** become the **owner** during the policy period.
- S. **“Non-owned recreational vehicle”** means a **recreational vehicle** that is not
1. **Owned** by;
 2. Registered to, or
 3. Furnished or available for the regular use of **you** or a **family member**, while in the custody of, or while being operated with the **owner’s** express or implied permission by **you** or a **family member**. This definition does not apply to a **temporary substitute RV**.

- T. **“Nuclear energy liability policy”** means a policy issued by any of the following or their successors:
1. Nuclear Energy Liability Insurance Association;
 2. Mutual Atomic Energy Liability Underwriters; or
 3. Nuclear Insurance Association of Canada.
- U. **“Occupying”** means in, upon, getting in, on, out, or off.
- V. **“Original equipment manufactured”** 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 part of the **recreational vehicle** or manufacturer’s option when new.
- W. **“Own”, “owned”, “owner”** and **“ownership”** with respect to an **recreational vehicle** or **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.
- X. **“Personal vehicle sharing program”** means a system or process, operated by a business, organization, network, group, or individual under the terms of any written agreement that facilitates the sharing of private passenger motor vehicles for use by individuals, businesses, or other entities.
- Y. **“Prearranged ride”** means the use of any vehicle to provide transportation of persons for any compensation or fee in connection with a **TNC** as defined in Florida Statute s. 627.748, for example Uber or Lyft, from the time a user logs on to, or signs in to, any online-enabled application, software, website or system until the time the user logs out of, or signs off of, any such online-enabled application, software, website or system, whether or not the user has accepted any passenger(s), including the time the user is on the way to pick up any passenger(s), or is transporting any passenger(s).
- Z. **“Property damage”** means physical damage to, destruction of, or loss of use of, tangible property.
- AA. **“Punitive 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 any damages that have been defined by law as punitive damages or exemplary damages or treble damages and any additional costs, fees, or interest applicable to the **punitive damage** award.

BB. **“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; or
3. Operating a **recreational vehicle** on an indoor or outdoor track, course or trail designed or used for:
 - a. A racing or speed contest or adventure;
 - b. Demonstration driving;
 - c. High performance driving; or
 - d. Driving competition.

CC. **“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.

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

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

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

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

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

FF. **“Temporary substitute RV”** means an **recreational vehicle** used by **you**, a **family member**, while it replaces a **covered recreational vehicle** for a short period of time while the **covered recreational vehicle** is out of use due to its:

- a. Breakdown;
- b. Repair;
- c. Servicing; or
- d. Theft or destruction.

If the **recreational vehicle** is

- a. Being used by **you** or a **family member** with the permission of the **owner** of the **recreational vehicle**;
- b. In the lawful possession of **you** or **family member**; and
- c. Neither **you** nor a **family member** are the **owner** of the **recreational vehicle** or has registered the **recreational vehicle**.

If a **recreational vehicle** is a **temporary substitute** as defined above, it is not a **non-owned recreational vehicle**.

GG. **“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.

HH. **“Transportation Network Company” or “TNC”** means an organization or entity operating in the State of Florida pursuant to Florida Statute s. 627.748, such as Uber or Lyft, that uses a digital network to connect a rider with a **transportation network company driver** to provide a **prearranged ride**.

II. **“Utility trailer”** means a non-motorized vehicle, including a farm wagon or farm implement, designed to be pulled on public roads by a **recreational vehicle** if it is:

- 1. Not being used for commercial purposes;
- 2. Being used with an auto to which this insurance applies; and
- 3. Not a home, office, store, display, or passenger trailer.

A mobile home, travel trailer, self-propelled vehicle, or a vehicle that can be lived in is not a **utility trailer**.

JJ. **“War”** means and includes:

- 1. War, declared or undeclared;
- 2. Civil war;
- 3. Insurrection;
- 4. Rebellion or revolution; or
- 5. Any consequence of any of these.

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

LL. **“You” and “your”** refer to:

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

DUTIES AFTER AN ACCIDENT OR LOSS

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** if that failure is prejudicial to the Company.
- B. **We** must be notified promptly of how, when and where the **accident** or **loss** happened. Notice shall include at a minimum the following:
 - 1. All known facts and circumstances, including, the time of occurrence, the location, the driving conditions as well as 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. Except as specified in section C.4.b., below, a person, organization, or entity seeking coverage under this Policy must:

1. Cooperate with **us** in the investigation, settlement, or defense of any claim or lawsuit, and assist **us** in:
 - a. Making settlements;
 - b. Obtaining or authorizing us to obtain or secure evidence;
 - c. Giving evidence;
 - d. Obtaining the attendance of witnesses at hearings and depositions; and
 - e. The conduct of lawsuits.
2. Promptly send **us** copies of any notices or legal papers received in connection with the **accident** or **loss**. **We** will not pay for any attorney fees or costs incurred by any **insured** or other person without our prior written consent.
3. Agree to give **us** information and consent necessary for **us** to comply with any statutes or government regulations that apply.
4. If the mental or physical condition of an **insured** is material to any claim, that person must submit to physical and mental exams and tests, at **our** expense, by physicians or other qualified health care providers **we** select, as often as **we** may reasonably require. If transportation costs are incurred to get to and/or from an exam **we** request, **we** will reimburse, upon request, those reasonable costs incurred, as shown by receipts or mileage.
 - a. With regard to any coverage under this Policy except for Personal Injury Protection Coverage, it is unreasonable if a person refuses to submit to, or fails to appear at, two such mental or physical examinations.
 - b. With regard to Personal Injury Protection Coverage, submission to a mental or physical examination is not a condition precedent to receiving benefits. However, if an **insured** refuses to submit to, or fails to appear at, two such examinations requested by **us**, it will raise a rebuttable presumption that the person's refusal or failure was unreasonable. If an **insured** refuses to submit to, or appear at, two mental or physical examinations, **we** will not pay Personal Injury Protection benefits under this Policy to or for that **insured** for any subsequently rendered treatment.
5. Submit to examinations under oath by **us** or **our** representative as often as **we** reasonably require. These examinations will take place at a reasonable location of **our** choice. And, **we** have the right to conduct examinations under oath without the presence of any person other than the

examinee, **us** and **our** attorney, except a stenographer, a court certified translator who is not related to the examinee, and the examinee's attorney, if any. **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 any examination under oath.

Submitting to an examination under oath is a condition precedent to receiving Personal Injury Protection and other benefits under this Policy.

The duty to submit to examinations under oath is in addition to the duty to provide **us** with recorded statements.

6. Give **us** written and recorded statements and authorize **us** access to **your** personal records as often as **we** reasonably require.
7. Give **us** written authorization to obtain or copy any record relevant to the facts of the **accident** or damages caused by the **accident**, including:
 - a. Relevant medical records and reports, including current reports, notes and test results;
 - b. Employment and wage records;
 - c. Business and financial records, sales agreements and rental agreements;
 - d. Audio or video recordings;
 - e. Phone records of the drivers and any passengers involved in the **accident**;
 - f. Insurance claim records;
 - g. Vehicle forensics.
8. Submit a sworn statement as proof of loss as **we** require. Proof of loss forms are available from **us** at **your** request.
9. Except as needed to render emergency first aid to an injured person, not voluntarily assume any obligation to pay, make any payment, or incur any expense for **bodily injury** or **property damage** arising out of an **accident**.
10. Attend hearings and trials as **we** require.
11. Authorize **us** to get information on any data, maintenance, or event recorder device, except GPS or similar systems, installed in a **covered recreational vehicle** but only to the extent such information is relevant to the facts of the **accident** or **loss**.

12. Allow **us** to take any photographs and/or audio/video recordings **we** may require as a part of **our** investigation.
13. Convey title to and possession of the damaged, destroyed, or stolen property to **us** if **our** payment is based on a total **loss**.
14. Authorize **us** to move a damaged **recreational vehicle** or **utility trailer** to a storage facility of **our** choice at **our** expense. If **you** do not authorize **us** to move property, **we** have no duty to pay any storage costs that would have been avoided if the property had been moved to a storage facility of **our** choice. **We** will give **you** at least 72-hours notice before **we** stop payment for previously authorized storage charges.

ADDITIONAL DUTIES FOR PART C > UNINSURED MOTORIST COVERAGE

A person seeking Uninsured Motorist Coverage or that person's authorized representative must in addition to the **GENERAL DUTIES**:

1. Within 48-hours or as soon as practicable, notify the police of an **accident** involving a hit-and-run or unknown driver.
2. Promptly notify **us** in writing by certified or registered mail of a tentative settlement between the **insured** and the insurer of the **uninsured motor vehicle**.
3. Allow **us** 30 days to advance payment to that insured in an amount equal to the tentative settlement to preserve **our** rights against the insurer, owner, or operator of such **uninsured motor vehicle**.

ADDITIONAL DUTIES FOR PART D > COVERAGE FOR DAMAGE TO YOUR RECREATIONAL VEHICLE

A person seeking coverage for damage to **your recreational vehicle**, must in addition to the **GENERAL DUTIES**:

1. 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.
2. Within 48-hours or as soon as practicable after the discovery of a **loss**, report any theft or vandalism of a **covered recreational vehicle** or other property insured under this Policy, or its equipment or parts, to the police or other local law enforcement.
3. Within 48-hours or as soon as practicable, 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**.
4. When reasonably possible, permit us to inspect and appraise all loss covered under PART D > COVERAGE FOR DAMAGE TO YOUR RECREATIONAL VEHICLE, before its repair or disposal.

PART A > LIABILITY COVERAGE

INSURING AGREEMENT

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

ADDITIONAL DEFINITIONS FOR PART A

- A. "**Insured**" as used in this Part A means:
 1. With respect to a **covered recreational vehicle**:
 - a. **You** or a **family member**.
 - b. Any other person using **your covered recreational vehicle** with express or implied permission to do so from **you** or a **family member**.
 - c. Any other person or organization only with respect to legal liability for acts or omissions of:
 - i. A person covered under this Part A while using **your covered recreational vehicle**; or

- ii. **You** or a **family member** while using a **recreational vehicle** other than **your covered recreational vehicle**. The **recreational vehicle** must not be **owned** or hired by that person or organization.

2. With respect to a **recreational vehicle** you do not own, you or a **family member**.

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 lawsuit **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, incurred by an **insured** due to attendance at any deposition, hearing, or trial 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.
5. Up to \$250 for the cost of a bail bond required because of a traffic law violation resulting in **bodily injury** or **property damage** covered by this Part A. **We** have no duty to apply for, furnish, or secure such a bond.

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, nor do **we** have a duty to defend, any **insured** 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.

2. **Property damage** to any property:
 - a. **Owned** by;
 - b. Rented to;
 - c. Used by;
 - d. Transported by; or
 - e. In the care, custody, or control of;an **insured**.

This exclusion does not apply to **property damage** to a residence or private garage.

3. **Bodily injury** to any employee or co-worker of an **insured** arising out of and in the course of employment. This exclusion does not apply to **bodily injury** to **your** domestic employee unless workers' compensation, disability, or similar benefits are available or required by law to be provided for that domestic employee.
4. **Bodily injury** or **property damage** resulting from the ownership, maintenance, or use of a vehicle when used:
 - a. **To carry persons or property for compensation or a fee**; or
 - b. For **prearranged ride**.

This exclusion does not apply to a share-the-expense car pool.

5. **Bodily injury** or **property damage** arising out of an **accident** involving any vehicle while being maintained or used by a person while employed or engaged in a **motor vehicle business**.
This exclusion does not apply to **you** or a **family member** or an employee or agent of **you** or a **family member** when using a **covered recreational vehicle**.

6. **Bodily injury** or **property damage** that occurs while maintaining or using:
 - a. A **covered recreational vehicle** for **business use** if **you** have not paid **us** the required **business use** surcharge.
 - b. Any vehicle while an **insured** is employed or otherwise engaged in any **business** or occupation not described in exclusion (A.5.)

This exclusion (A.6.) does not apply to the business of farming or ranching or the use of a private passenger auto, pickup, or van or a trailer used with one of these vehicle types.

7. **Bodily injury** or **property damage** arising out of the use of:
 - a. **Your covered recreational vehicle** by a person, other than a **family member**, without **your** express or implied permission;
 - b. A **recreational vehicle** by an **insured** without the **owner's** express or implied permission.

8. **Bodily injury or property damage** arising out of the **ownership**, maintenance, or use of **your covered recreational vehicle** while:
- Enrolled in a **personal vehicle sharing program** under the terms of a written agreement; and
 - Being used in connection with such **personal vehicle sharing program** by anyone other than **you** or a **family member**.
- This exclusion will only apply to damages that are in excess of the minimum limits of liability coverage required by the financial responsibility law of the State of Florida.
9. **Bodily injury to you or a family member**.
10. **Bodily injury or property damage** which is:
- Insured under a **nuclear energy liability policy** or which would be insured under such a policy but for its termination upon exhaustion of its limit of liability.
 - As a consequence of nuclear reaction, radiation or radioactive contamination whether controlled or uncontrolled or however caused.
11. **Bodily injury or property damage** resulting from the **ownership**, maintenance, or use of any vehicle while **racing**.
12. **Bodily injury or property damage** arising out of any liability assumed by an **insured** under any contract or agreement, except as required by and subject to Florida Statutes § 627.7263, as amended, as to a motor vehicle rental or leasing contract.
13. **Bodily injury or property damage** caused by, or reasonably expected to result from, a criminal act or omission, excluding moving traffic violations, of any insured person. This exclusion applies regardless of whether that insured person is actually charged with, or convicted of, a crime. For any persons sustaining **bodily injury or property damage** who is an **insured** person involved in the criminal act, this exclusion will apply only to the damages that are in excess of **minimum limits**.
14. For **bodily injury or property damage** caused by, resulting from, or a consequence of **war**, radioactive contamination, radiation, or a nuclear reaction, whether controlled or uncontrolled or however caused.
15. **Bodily injury or property damage** that arises while a **covered recreational vehicle** is parked and being occupied as a permanent residence or premises.
16. Court ordered criminal restitution.
17. **Bodily injury or property damage** resulting from the operation of a **covered recreational vehicle** or any other **recreational vehicle** by a person or persons specifically excluded by endorsement. This exclusion shall not apply to Property Damage Liability Coverage up to the minimum limits required by the State of Florida to or to Bodily Injury Liability Coverage if certified as proof of financial liability.
18. **Bodily injury or property damage** arising out of the **insured's** ownership, maintenance, use, loading or unloading of any haul away, tank truck, or tank trailer or when used with an **covered recreational vehicle** or any other **recreational vehicle**.
- B. **We** do not provide Liability Coverage, 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:
- Any vehicle, other than a **covered recreational vehicle**, that is:
 - Owned by you**; or
 - Furnished or available for **your** regular use.
 - Any vehicle, other than a **covered recreational vehicle**, that is:
 - Owned by a family member**; or
 - Furnished or available for the regular use of a **family member**.

This exclusion B.2. does not apply to **you**.
 - A **covered recreational vehicle** that:
 - Has been rented, leased, subleased, or given by **you** or a **family member** to another party in exchange for money, anything of value, goods, services, compensation, or reimbursement.
 - Has been given in exchange for compensation.
 - Is under a conditional sales agreement by **you** to another after possession and control of the **covered recreational vehicle** has been transferred.
 - 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 will only apply to the damages that are in excess of the minimum limits of liability coverage required by the financial responsibility law of the state of Florida.

FEDERAL TORT CLAIMS EXCLUSION

The following are not **insureds** under Part A-Liability Coverage of the Policy:

1. The United States of America or any of its agencies.
2. Any person for **bodily injury** or **property damage** arising from the operation of a vehicle by that person as an employee of the United States Government when the provisions of the Federal Tort Claims Act apply.

LIMIT OF LIABILITY

- A. The limit of liability shown on the **Declarations Page** shall apply subject to the following:
 1. The **bodily injury** liability limit for "each person" is the maximum **we** will pay as damages for **bodily injury** to any one person in any one **accident**. This includes all damages for care, medical expenses, loss of services, loss of society, comfort, companionship, loss of consortium, and any other damages in any way arising out of, or deriving from such **bodily injury**.
 2. Subject to the **bodily injury** liability limit for "each person" the **bodily injury** liability limit for "each accident" is the maximum **we** will pay as damages for all **bodily injury** to two or more persons in any one **accident**. It includes all damages for care, medical expenses, loss of services, loss of society, comfort, companionship, loss of consortium, and any other damages in any way arising out of, or deriving from such **bodily injury**.
 3. The **property damage** liability limit for "each accident" is the maximum **we** will pay for all damages to property in one **accident**. If sales tax will necessarily be incurred by a claimant upon replacement of a total loss or upon repair of a partial loss, **we** may defer payment of the sales tax unless and until the obligation has been incurred; otherwise, **we** have no obligation to pay for sales tax.
 4. All **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **accident**. **We** will pay no more than the maximum limit of liability regardless of the number of:
 - a. Vehicles described on the **Declarations Page**;
 - b. **Insureds**;
 - c. Claims;
 - d. Claimants;
 - e. Policies;
 - f. Vehicles involved in the **accident**; or
 - g. Contacts with or collisions with any other vehicles in the **accident**.

- B. Any amount payable under this coverage to or for an injured person will be reduced by any amount paid or payable to that person under Part B- Medical Payments Coverage or Part C- Uninsured Motorist Coverage of this Policy.

OUT OF STATE INSURANCE

If an **accident** covered under Part A - Liability takes place in any state in the United States other than the State of Florida or in a province of Canada and that state or province has:

1. A law requiring financial responsibility that specifies an amount to cover bodily injury or property damage liability that is higher than the limits of liability shown on your Declarations Page, this policy will provide the higher limit only for the coverage or coverages shown on your Declarations Page for which you have paid the premium.
2. A compulsory insurance 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 required minimum amount and type of coverage; or
 - b. The limits of liability under this policy.

FINANCIAL RESPONSIBILITY REQUIRED

When we certify this Policy as proof under the financial responsibility law for the state of Florida, it will comply with that law to the extent of the coverage and limit of liability required by that law.

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 bears to the total of all applicable limits with the same priority. However, any insurance **we** provide for a **recreational vehicle you** do not **own** shall be excess over any other collectible insurance, self-insurance, or bond.
- 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.
- C. However, **we** will provide primary insurance for a **recreational vehicle you** do not **own** if:
 1. The **recreational vehicle** is leased by **you** under a written rental or lease agreement; and
 2. The face of the rental or lease agreement contains, in at least 10-point type, the following language:

The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by Section 324.021(7) and Section 627.736, Florida Statutes.

- D. In the event this Other Insurance clause is nullified due to multiple policies with competing excess insurance clauses, **we** shall regardless pay only **our** proportionate share as **our** limit of liability bears to the total of all applicable liability limits.

PART B > MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

- A. Subject to the limit of liability shown on the **Declarations Page**, if **you** pay **us** the premium for Medical Payments Coverage, **we** will pay **medical expenses** and funeral service expenses arising out of **bodily injury**:

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

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

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

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

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

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

If **we** refuse to pay for any portion of a **medical expense** because the fee is unreasonable or for any service because the service is unnecessary and the **insured** is sued for payment of this **medical expense**, **we** will defend the **insured** with an attorney of **our** choice. **We** will pay defense costs and any judgment

against the **insured** up to **our** limit of liability for this coverage. The **insured** must cooperate with **us** in the defense of the lawsuit and attend depositions, hearings, or trials at **our** request. **We** will pay, upon written request from the **insured**:

1. Reasonable loss of earnings to an **insured**, up to \$200 per day that is incurred by an **insured** due to attendance at hearings, proceedings or trials at **our** request. The **insured** must provide **us** written proof of such loss; and
2. Other reasonable expenses the **insured** incurs at **our** request as a result of a lawsuit by a health care provider to recover **medical expenses we** refuse to pay because the fee is unreasonable or unnecessary.

- D. **We** may refuse to pay for any medical services that are not provided and prescribed by a medical provider licensed by the state and acting within the scope of that license.

- E. **We** have the right to make payment directly to a provider of necessary **medical expenses** and funeral service expenses.

ADDITIONAL DEFINITIONS FOR PART B

As used in this Part B:

- A. "**Insured**" means:

1. **You** or a **family member**:
 - a. While **occupying**; or
 - b. As a pedestrian when struck by a motor vehicle designed for use mainly on public roads; or
2. Any other person while **occupying a covered recreational vehicle** when the **covered recreational vehicle** is being used by **you** or a **family member** or another person with **your** express or implied permission.

- B. "**Medical expense**" and "**medical expenses**" mean the usual and customary charge for reasonable and necessary:

1. Services, treatment, procedures and products provided by a state licensed health care provider;
2. Medications, orthopedic and prosthetic devices, eyeglasses, hearing aids, and other medical supplies when prescribed by a state licensed health care provider; and
3. Services, treatment, procedures and products provided by a state licensed health care provider for physical therapy, vocational rehabilitation, occupational therapy, and speech pathology and audiology.

"**Medical expense**" and "**medical expenses**" do not include any fees, costs, or charges for:

1. Massage therapy not prescribed by a state licensed doctor of chiropractic;
 2. Treatment, services, products, or procedures that are:
 - a. Experimental or for research; or
 - b. Not commonly and customarily recognized in the medical profession in the United States as a customary treatment for **bodily injury**.
 3. Thermography, acupuncture or other related procedures of similar nature; or
 4. The purchase or rental of equipment not primarily designed to serve a medical purpose.
- C. "**Usual and customary charge**" means the fees, costs or charges **we** determine that represents a common and typical charge for services in the geographical area in which the service is rendered. **We** may determine the **usual and customary charge** by using independent sources of **our** choice.

EXCLUSIONS

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

- A. **We** do not provide Medical Payments Coverage for any person for **bodily injury**:
1. Caused intentionally by, or at the direction of, an **insured**, or that is or should be reasonably expected to result from the intentional act of an **insured**, even if the actual **bodily injury** that results is different from that which was intended.
 2. Arising out of, and in the course of employment if worker's compensation benefits, disability benefits or similar benefits are required or available for the **bodily injury**.
 3. Arising out of the **ownership**, maintenance, or use of a **covered recreational vehicle**:
 - a. To **carry persons or property for compensation or a fee**, or as a public or livery conveyance; or
 - b. For **prearranged ride**.

This exclusion does not apply to a share-the-expense car pool.
 4. That occurs while the **insured** is employed or otherwise engaged in any **motor vehicle business**. However, this exclusion does not apply to the **ownership**, maintenance, or use of a **covered recreational vehicle** by **you** or a **family member**.
 5. **Bodily injury** or **property damage** that occurs while maintaining or using:

- a. A covered recreational vehicle for business use if you have not paid us the required business use surcharge.
- b. Any vehicle while an **insured** is employed or otherwise engaged in any **business** or occupation.

This exclusion does not apply to the business of farming or ranching or the use of a private passenger auto, pickup, or van or a trailer used with one of these vehicle types.

6. That occurs while any person is using a **recreational vehicle** without the **owner's** permission. This does not apply to **you**, or a **family member** when using or **occupying** a **covered recreational vehicle**.
7. Arising out of the **ownership**, maintenance, or use of **your covered recreational vehicle** while it is being used in connection with a **personal vehicle sharing program**. This does not apply to **you** or a **family member**.
8. That is insured under a **nuclear energy liability policy** or that would be insured under such a policy but for its termination upon exhaustion of its limit of liability.
9. Arising out of the **ownership**, maintenance, or use of any vehicle while **racing**.
10. Resulting from an **accident** or **loss** caused by, or reasonably expected to result from, a criminal act or omission, excluding moving traffic violations, of any insured person. This exclusion applies regardless of whether that **insured** person is actually charged with, or convicted of, a crime.
11. Caused by, resulting from, or a consequence of **war**, radioactive contamination, radiation, or a nuclear reaction, whether controlled or uncontrolled or however caused.
12. Arising while occupying a **covered recreational vehicle** while located for use as a permanent residence or premises.
13. Arising out of or resulting from, in whole or in part, any actual, alleged, or threatened migration; release; existence; or presence of, or actual, alleged, or threatened exposure to, 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.
14. Resulting from the use of a **recreational vehicle** by any person specifically excluded.

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

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

This exclusion B.2. does not apply to **you**.

4. A **covered recreational vehicle** that:
 - a. Has been rented, leased, subleased, 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 after possession and control of the **covered recreational vehicle** has been transferred; 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 B.4 does not apply to **you** or a **family member**.

LIMIT OF LIABILITY

- A. The limit of liability shown on the **Declarations Page** for Medical Payments Coverage is the most **we** will pay for all damages arising out of and due to **bodily injury** for each person injured in any one **accident**. There will be no adding, stacking, or combining of coverage. The limit of liability for Medical Payments Coverage shown on the **Declarations Page** is the most **we** will pay, without regard to the number of:
 1. **Insureds**, heirs or survivors;
 2. Claimants;
 3. Claims made;
 4. Lawsuits filed;
 5. Vehicles shown on the **Declarations Page**;
 6. Premiums shown on the **Declarations Page**;
 7. Vehicles involved in the **accident**; or

8. Premiums paid.

- B. No one will be entitled to receive duplicate payments for the same elements of damage under PART B for which payment has been made:
 1. Under any other coverage provided by this Policy;
 2. By or on behalf of the person or organization that may be legally responsible; or
 3. Under any other insurance or source of recovery.
- C. No payment will be made under this coverage unless the **insured** or his legal representative agrees that any payment shall be applied toward any settlement or judgment that person receives under any Auto Liability or Uninsured Motorist coverage provided by this Policy.

ASSIGNMENT OF BENEFITS

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

OTHER INSURANCE

- A. If there is other applicable insurance that provides coverage for **medical expenses** and/or funeral service expenses, including, but not limited to other motor vehicle medical payments coverage, personal injury protection coverage, no-fault coverage, worker's compensation or similar insurance, any insurance **we** provide shall be excess to all other collectible insurance and bonds.
- B. If there is any other insurance for **medical expenses** with the same priority as this Medical Payments Coverage, **we** will not pay more than **our** share of the unpaid covered **medical expenses**. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits with the same priority.
- C. This Policy will be excess over any coverage afforded to a person using a **covered recreational vehicle** with **your** express or implied permission.
- D. In the event this Other Insurance clause is nullified due to multiple policies with competing excess insurance clauses, **we** shall regardless pay only **our** proportionate share as **our** limit of liability bears to the total of all applicable liability limits.

PART C > UNINSURED MOTORIST COVERAGE

INSURING AGREEMENT

If **you** paid the required premium for uninsured motorist coverage, **we** will pay compensatory damages which an **insured** is legally entitled to recover from the **owner** or operator of an **uninsured motor vehicle** because of **bodily injury**:

1. Sustained by an **insured**; and
2. Caused by an accident.

The **owner's** or operator's liability for these damages must arise out of the **ownership**, maintenance, or use of the **uninsured motor vehicle**.

Any judgment for damages arising out of a suit brought without **our** written consent is not binding on **us**.

ADDITIONAL DEFINITIONS FOR PART C

As used in this Part C:

A. "**Insured**" means:

1. **You** or a **family member**.
2. Any other person **occupying your covered recreational vehicle** with **your** express or implied permission.
3. Any person for damages that person is entitled to recover because of **bodily injury** to which this coverage applies sustained by a person described in A.1. or A.2. above.

An **insured** does not include **you** or a **family member** when operating a **non-owned recreational vehicle** without permission of its **owner**.

B. "**Uninsured motor vehicle**" means a land motor vehicle or trailer of any type:

1. To which no bodily injury liability bond or policy applies at the time of the accident.
2. To which a bodily injury liability bond or policy applies at the time of the accident but the amount paid for **bodily injury** under that bond or policy to the **insured** is not enough to pay the full amount the **insured** is legally entitled to recover as damages.
3. Which is a vehicle whose operator or **owner** cannot be identified and which hits or which causes an accident that results in **bodily injury** without hitting:
 - a. **You** or a **family member**;
 - b. A motor vehicle which an **insured** is **occupying**; or
 - c. **Your covered recreational vehicle**.

If there is no physical contact with the motor vehicle causing the accident, the facts of the accident must be proven. **We** will only accept competent evidence other than the testimony of a person making claims under this or any similar coverage.

4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

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

1. **Owned** by or furnished or available for regular use by **you** or a **family member** unless it is a **covered recreational vehicle** to which Part A Liability Coverage of this Policy applies and liability coverage is excluded for any person other than **you** or a **family member** for damages sustained in the accident by **you** or a **family member**.
2. Operated on rails or crawler treads.
3. Designed mainly for use off public roads while not on public roads.
4. While located for use as a permanent residence or premises.
5. That is not required to be registered as a motor vehicle.

EXCLUSIONS

A. **We** do not provide Uninsured Motorist Coverage for **bodily injury** sustained by any **insured**:

1. If that **insured** or the legal representative settles the **bodily injury** claim without **our** consent. However, this exclusion A.1. does not apply:
 - a. If such settlement does not prejudice **our** right to recover payment; or
 - b. To a settlement made with the insurer of a motor vehicle described in paragraph B.2. of the definition of **uninsured motor vehicle**, if **we** fail to respond within 30 days to **your** request for authority to settle with the at fault party. **Your** request must be sent to **us** by certified or registered mail.
2. Resulting from the ownership, maintenance, or use of a **covered recreational vehicle** when used:
 - a. To **carry persons or property for compensation or a fee**; or
 - b. For a **prearranged ride**.
3. Using a motor vehicle without a reasonable belief that the person is entitled to do so. This exclusion does not apply to a **family member** using a **covered recreational vehicle** which is owned by **you**.
4. With respect to damages for pain, suffering, mental anguish or inconvenience unless the **bodily injury** consists in whole or in part of:
 - a. Significant and permanent loss of an important bodily function;
 - b. Permanent injury within a reasonable degree of medical probability, other than scarring or disfigurement;
 - c. Significant and permanent scarring or disfigurement; or

- d. Death.
- 5. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law.
 - a. Workers' compensation law; or
 - b. Disability benefits law.
- 6. **We** do not provide Uninsured Motorist Coverage for **punitive damages**.

LIMIT OF LIABILITY

- A. **Our** maximum limit of liability for all damages for care, medical expenses, loss of services, loss of society, comfort, companionship, loss of consortium, death, and any other damages in any way arising out of, or deriving from such **bodily injury** sustained by any one person in any one accident is the sum of the Uninsured Motorist Coverage limits of liability shown on the **Declarations Page** applicable for each person.
- B. Subject to this limit for each person, **our** maximum limit of liability for all damages arising out of **bodily injury** resulting from any one accident is the sum of the Uninsured Motorist Coverage limits of liability shown on the **Declarations Page** for each accident. This is the most **we** will pay regardless of the number of:
 - 1. **Insureds**;
 - 2. Claims made;
 - 3. Vehicles or premiums shown on the **Declarations Page**; or
 - 4. Vehicles involved in the accident.
- C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 - 1. Part A – Liability Coverage of this Policy.
 - 2. Personal Injury Protection/No-fault Coverage; or
 - 3. Automobile medical payments coverage.
- D. **We** will not make a duplicate payment under this coverage for any element of loss for which payment had been made by or on behalf of persons or organizations who may be legally responsible.
- E. **We** will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
 - a. Workers' compensation law; or
 - b. Disability benefits law or similar law.
- F. Any payment made under this coverage shall reduce the amount that person is entitled to receive for the same element of damage under PART A - LIABILITY COVERAGE and PART B - MEDICAL PAYMENTS COVERAGE of this policy.
- G. In no event shall an **insured** be entitled to receive duplicate payment for the same element of damages.

- H. **We** will be entitled to a credit against the **insured's total damages** in the amount of the full limits of the bodily injury liability bonds or policies insuring the owner or operator of the **uninsured motor vehicle**. **We** will be entitled to this credit even if the **insured** enters into a settlement for less than the full limits of the bodily injury liability bonds or policies insuring the owner or operator of the **uninsured motor vehicle**. The term "**total damages**" as used in this paragraph means the full amount of damages determined to have been sustained by the **insured**, regardless of the amount of uninsured motorist coverage. This provision does not reduce the limit of liability for the uninsured motorist coverage provided under this endorsement.

OTHER INSURANCE

If there is other applicable similar insurance, **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. However, any insurance **we** provide with respect to a motor vehicle **you** do not own shall be excess over any other collectible insurance.

In the event this Other Insurance clause is nullified due to multiple policies with competing excess insurance clauses, **we** shall regardless pay only **our** proportionate share as **our** limit of liability bears to the total of all applicable liability limits

ARBITRATION

- A. If **we** and an **insured** do not agree:
 - 1. Whether that person is legally entitled to recover damages under this coverage; or
 - 2. As to the amount of damages;
 then the matter may be:
 - 1. Mediated, in accordance with the Mediation provision contained in Part E of this Policy, if the damages resulting from **bodily injury** are for \$10,000 or less; or
 - 2. Arbitrated. Disputes concerning coverage under this Part C cannot be arbitrated.
 If either party demands mediation, the mediation must be completed before arbitration can occur.
- B. Both parties must agree to arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may require that selection be made by a judge of a court having jurisdiction.
- C. Each party will:
 - 1. Pay the expenses it incurs; and
 - 2. Bear the expenses of the third arbitrator equally.
- D. Unless both parties agree otherwise, arbitration will take place in the county in which the **insured** lives. 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 damages.

FLORIDA ARBITRATION ACT

If **we** and an **insured** agree to arbitration or mediation, the Florida Arbitration Act will not apply.

PART D > COVERAGE FOR DAMAGE TO YOUR RECREATIONAL VEHICLE

INSURING AGREEMENT - COLLISION COVERAGE

- A. If **you** pay **us** the premium for Collision Coverage and it is shown on the **Declarations Page**, **we** will pay for direct and accidental **loss** to a **covered recreational vehicle** and its equipment caused by a **collision**.
- B. **Our** payment will be reduced by the applicable deductible shown on the **Declarations Page**. The deductible amount shall not apply to **loss** or damage to the windshield glass on a **covered recreational vehicle**.

INSURING AGREEMENT - COMPREHENSIVE COVERAGE

- A. If **you** pay **us** the premium for Comprehensive Coverage and it is shown on the **Declarations Page**, **we** will pay for direct and accidental **loss** to a **covered recreational vehicle** and its equipment caused by a peril that is **other than collision**.
- B. **Our** payment will be reduced by the applicable deductible shown on the **Declarations Page**. The deductible amount shall not apply to **loss** or damage to the windshield glass on a **covered recreational vehicle**.

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.

PET PROTECTION

- A. 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.
- B. 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. Subject to the each occurrence and each term limit shown on the **Declarations Page**, 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 within 100 feet of a public roadway.
 4. Delivery of gas, oil, battery, or tire change.
- 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. The each occurrence and each term limit shown on the **Declarations Page** for this coverage is the most **we** will pay for any one **loss**. This coverage is limited to no more than three (3) occurrences in any 6-month policy period or six (6) occurrences per annual 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.
- G. **You** must give **us** written verifiable proof of towing and/or labor charges incurred.

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 FOR PART D

As used in this Part D:

- A. “**Collision**” means the upset of a **covered recreational vehicle** or its impact with another vehicle or object.
- B. “**Comprehensive**” and “**other than collision**” including a **loss** caused by:
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**.
- C. “**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 an auto. This includes, but is not limited to, such items as: body or suspension alterations; custom or special wheels or tires; side exhausts; roll bars; light bars; spoilers; ground effects; bed liners; 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.
- D. “**Loss**” means sudden, direct, and accidental loss of or damage to:
1. A **covered recreational vehicle**;
 2. A **covered recreational vehicle’s** original optional equipment, as available and permanently installed by the manufacturer or its authorized dealer at the time of purchase.
- Loss** shall not include confiscation of the motor vehicle by any governmental agency.

E. **“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.

F. **“Pet replacement”** means the cost to replace **your pet** with one of like kind and quality, if **your pet**:

1. Dies as the result of a covered **loss**; or
2. Is **occupying the covered recreational vehicle** during a covered total theft **loss** and **your pet** is not recovered.

This does not include any training, grooming, veterinary bills, or any other expenses other than the cost to replace **your pet** itself.

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**, any **family member**, any person listed as a driver on the **Declarations Page**, or the **owner** of a **covered recreational vehicle**; or
 - b. That is or should be reasonably expected to result from such intentional act even if the actual **loss** or damage is different than that which was intended.

However, this exclusion does not apply to an innocent co-insured’s legal interest in the **covered recreational vehicle** if:

- a. The innocent co-insured did not cooperate in or contribute to the cause of the **loss**;
- b. The **loss** arose out of an act of domestic violence; and
- c. The person who caused the **loss** is criminally prosecuted for the act causing the **loss**.

Payment to the innocent co-insured may be limited to his or her ownership interest in the property as reduced by any payments to a mortgagor or other secured interest.

2. **Loss** to a **covered recreational vehicle** that occurs while it is being used:
 - a. To **carry persons or property for compensation or a fee** or as a public or livery conveyance.

b. **For prearranged ride.**

This exclusion does not apply to a share-the-expense car pool.

3. **Loss** to any **covered recreational vehicle** being maintained or used by any person while employed or otherwise engaged in any **motor vehicle business**.

4. **Loss** to any **covered recreational vehicle** that occurs while maintaining or using:

a. A **covered recreational vehicle** for **business use** if **you** have not paid us the required **business use** surcharge.

b. Any vehicle while an **insured** is employed or otherwise engaged in any **business** or occupation not described in exclusion (A.3.)

This exclusion does not apply to the **business** of farming or ranching or the use of a private passenger auto, pickup, or van or a trailer used with one of these vehicle types.

5. For which the **insured** is entitled to recover benefits under a **nuclear energy liability policy**, or would be entitled to recover benefits under such a policy but for its termination upon exhaustion of its limit of liability.

6. **Loss** resulting from the use of a **covered recreational vehicle** while it is engaged in **racin**g.

7. **Loss** to a **covered recreational vehicle** caused by, or reasonably expected to result from, a criminal act or omission, excluding moving traffic violations, of any insured person. This exclusion applies regardless of whether that insured person is actually charged with, or convicted of, a crime. This does not apply to **loss** that occurs when the **covered recreational vehicle** has been stolen by someone other than an **insured**.

8. **Loss** to a **covered recreational vehicle** that occurs while being used in connection with such a **personal vehicle sharing program**. This exclusion does not apply if **you** or a **family member** are operating a **covered recreational vehicle**.

9. **Loss** caused by, resulting from, or a consequence of **war**, radioactive contamination, radiation, or a nuclear reaction, 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.

This exclusion does not apply if there is a direct causal connection between the types of **loss** described in this exclusion A.10 and an otherwise covered **loss**.

11. **Loss** or damage due and confined to:
 - a. Wear and tear;
 - b. Freezing;
 - c. Mechanical, electronic, or electrical breakdown or failure;
 - d. Lack of lubricant or coolant;
 - e. Deterioration, rust or corrosion, wet or dry rot;
 - f. Road damage to tires;
 - g. Water leakage or seepage;
 - h. Dampness of atmosphere or extremes of temperature; or
 - i. Faulty materials;
 - j. **Your** lack of routine and/or proper maintenance as prescribed by the manufacturer.
 - k. Prior **loss**, damage or previously unrepaired damage.
 - l. Delamination unless caused by any other loss covered under this PART D.

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** to a **utility trailer you own** that is not shown on the **Declarations Page**. This exclusion does not apply to a **utility trailer you**:
 - a. Acquire during the policy period; and
 - b. Ask **us** to insure within 14 days after **you** become the **owner**.
13. **Loss** to a **covered recreational vehicle** due to or as a consequence of:
 - a. Destruction, seizure or confiscation by any 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 clothes, tools, or personal effects.
16. **Loss** to any electronic equipment, devices, accessories, and any other personal effects that are not permanently installed in a **covered recreational vehicle**. This includes, but is not limited to:
 - a. Radios, satellite radio systems, stereos, tape decks, compact disc systems, audio cassette recorders, citizen band radios, two-way mobile radios, video entertainment systems; digital video device players;
 - b. Tapes; compact discs; cassettes; VHS tapes; DVDs, other recording or recorded media; Any containers designed to carry or store these materials;
 - c. Telephones; televisions; personal computers and tablets; GPS/navigation systems; and
 - d. Modified or customized engines or carburetor systems.

This exclusion does not apply to:

- a. Any electronic equipment that is necessary for the normal operation of the **recreational vehicle** or the monitoring of the **recreational vehicle's** operating systems;
 - b. A permanently installed telephone designed to be operated by use of the power from the **recreational vehicle's** electrical system and any accessories used with the telephone;
 - c. Permanently installed equipment designed to be solely operated by use of the power from the **recreational vehicle's** electrical system; and
 - d. Equipment removable from a housing unit that is permanently installed in the **recreational vehicle** by bolts, brackets, or slide-out brackets.
17. **Loss** due to theft, larceny, or conversion of a **covered recreational vehicle** or its equipment by **you** or a **family member**.
 18. **Loss** to a **covered recreational vehicle**:
 - a. Prior to its delivery to **you**; or
 - b. Due to theft prior to its delivery to **you**.
 19. **Loss** to any vehicle if **you** acquire it from a seller without legal title; or if the vehicle has been sold, gifted or conveyed to anyone prior to the date of **loss**.
 20. **Loss** to a snow plow or any snow removal equipment.

21. Amounts incurred for:
 - a. Mileage;
 - b. Fuel;
 - c. Collision damage waiver;
 - d. Navigation devices;
 - e. Insurance; or
 - f. Tolls.

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

23. **Loss** to internal equipment or furnishings, whether permanently attached to the **covered recreational vehicle** or not, due and confined to scorching, marring, scratching or breakage unless:

- a. The breakage is to glass which is permanently a part of or attached to the **covered recreational vehicle**;
- b. The cause of such damage is malicious mischief, vandalism, riot, civil commotion, fire or lightning; or
- c. The damage results from the theft of the **covered recreational vehicle**.

24. **Loss** due to vermin, insects, birds, animals, or rodents. This exclusion does not apply to damage from **collision** with birds or animals.

B. **We** do not provide coverage for **loss** arising out of the **ownership**, maintenance, or use of:

1. Any vehicle that has less than four wheels or which is designed for use mainly off public roads such as any type of all-terrain or quad vehicle, dune buggy, go-cart, or golf cart. This exclusion does not apply to **your utility trailer**.
2. A **covered recreational vehicle** that:
 - a. Has been rented, leased, subleased, or given by **you** or a **family member**, or any other persons listed as a driver either rated or excluded on the **Declarations Page** 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, consignment agreement, or bailment lease by **you** to another and possession and control of the vehicle has been transferred; 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

3. Loss to a **covered recreational vehicle** due to diminution in value.

LIMIT OF LIABILITY

A. **Our** limit of liability for **loss** shall not exceed the lowest of the:

1. **Actual cash value** of the stolen or damaged property at the time of the accident or **loss**, reduced by
 - a. The applicable deductible shown on the **Declarations Page**, and
 - b. Its salvage value if **you** or the **owner** retain the salvage;
2. Amount necessary to repair the physical damage to the **covered recreational vehicle**, or its parts if the **loss** is limited to parts, to return it to its pre-**loss** physical condition, reduced by the applicable deductible shown on the **Declarations Page**; or
3. Amount necessary to replace the stolen or damaged property, or its parts if the **loss** is limited to parts, reduced by:
 - a. The applicable deductible shown on the **Declarations Page**; and
 - b. Its salvage value if **you** or the **owner** retain the salvage; or
4. 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:

1. Its market value;
2. The useful life of the part; or
3. 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:

1. Batteries;
2. Tires;
3. Engines;
4. Transmissions; and
5. Any other parts that wear out over time or have a finite useful life or duration typically shorter than the life of the auto 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**.
- F. In the event of a total **loss** to a **covered recreational vehicle** listed on the **Declarations Page**, **you**, or someone on **your** behalf, must provide **us** the keys to the **covered recreational vehicle** at **our** request if we retain the salvage. If **we** are not provided the key to such **recreational vehicle**, **we** will reduce any amount payable to **you** by the cost for duplicating the key.
- 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. If sales tax will necessarily be incurred by an **insured** upon replacement of a total loss or upon repair of a partial loss, **we** may defer payment of the sales tax unless and until the obligation has been incurred upon replacement of a total loss or upon repair of a partial loss; otherwise, **we** have no obligation to pay for sales tax.
5. 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. If **you** agree to have the window glass repaired at **our** expense, **we** have no duty to replace the window glass or pay the **actual cash value** unless such window glass cannot be repaired.
- I. After an accident to which PART D applies, **we** will pay reasonable charges, for transporting and storing a **covered recreational vehicle** to a repair facility near the location of **loss**; provided you comply with your duties and contact us as soon as practical.

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 to **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 **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**.
- F. **We** may make payment for a **loss** directly to a repair facility with **your** consent.

PERMISSION TO RELEASE VEHICLE

This Policy allows **us** to act as an agent on **your** behalf in the event a **covered recreational vehicle** is non-drivable and incurring storage and/or any additional accident related expenses thus conferring authority for **us** to move the **covered recreational vehicle** to a secure, storage free inspection facility. **We** will give **you** at least 72-hours notice before **we** stop payment for previously authorized storage charges.

NO BENEFIT TO BAILEE

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

OTHER SOURCES OF RECOVERY

If other insurance or source of recovery also covers the **loss**, **we** will pay only **our** share of the **loss**. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits. Any applicable deductible of this Policy will be taken in a proportionate share based on the applicable deductibles of each policy. However, any insurance **we** provide with respect to a **recreational vehicle you** do not own shall be excess over any other collectible insurance or source of recovery including, but not limited to:

1. Any coverage provided by the **owner** of the **recreational vehicle**;
2. Any other applicable physical damage insurance; or
3. Any other source of recovery applicable to the **loss**.

In the event this Other Sources of Recovery provision is nullified due to multiple policies with competing excess insurance clauses, **we** shall regardless pay only **our** proportionate share as **our** limit of liability bears to the total of all applicable liability limits.

APPRAISAL

- A. If **you** and **we** do not agree on the amount of the **loss**, then either **you** or **we** may request an appraisal of the **loss**. Within 15 days of receipt of a request for appraisal, the opposing party may request mediation of the dispute in accordance with the Mediation section under Part E — General Provisions of the Policy. The mediation must be completed and unsuccessful before the appraisal can proceed.
- B. In the event mediation is not timely requested, or mediation is unsuccessful, or the parties agree to appraisal, then within 30 days of such event, each party will select an appraiser and provide that appraiser's name to the other party. The two appraisers will select an umpire. If they cannot agree on an umpire within 10 days, **you** or **we** may request that the choice be made by a court of competent jurisdiction. The appraisers will separately state in writing the **actual cash value** and the amount of **loss**. If they agree, the **actual cash value** and amount of **loss** shall be as they agreed. If they fail to agree, they will submit their differences to the umpire. A written decision agreed to by any two will be binding on all parties, subject to the terms of the Policy.
- C. Each party will pay its own appraiser and bear the other expenses of the appraisal and umpire equally.
- D. Neither **you** nor **we** waive any rights under this Policy by agreeing to mediation or appraisal.
- E. The appraisers and umpire have authority only to decide the amount of the **loss**. The appraisers and umpire have no authority to:

1. Make any coverage decisions; or
2. Award any fees, interest, or costs.

LOSS PAYABLE CLAUSE

- A. Subject to all the terms of this Policy, **loss** or damage shall be paid, as interest may appear, to the **named insured** and/or the loss payee shown on the **Declarations Page** of this Policy, both jointly or separately, at **our** discretion.
- B. The loss payee's interest will not be protected if the **loss** results from fraudulent acts, material misrepresentation, or omissions, conversion, secretion or embezzlement of a **covered recreational vehicle**; or an intentional act causing damage that was committed by or at the direction of **you** or a **family member**; or if the **loss** is not covered under the terms of this Policy, including coverage denials for reasons such as **your** material noncooperation.
- C. **We** reserve the right to rescind, cancel, or nonrenew this Policy as permitted by policy terms and state law. The rescission, 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. When **we** pay the loss payee, **we** shall, to the extent of the payment, be subrogated to the loss payee's rights of recovery.
- E. Except when **we** are required by law to search the Department of Highway Safety and Motor Vehicle records for liens, **we** have no obligation to any lien holder or loss payee that is not shown in the **Declarations Page**. **We** have no obligation to any lien holder or loss payee that does not have a valid security interest in **your covered recreational vehicle** as of the date of **loss**.

PART E > GENERAL PROVISIONS

ADDITIONAL DEFINITIONS FOR PART E

- 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, sworn affidavit,

any form of certificate of mailing, certificate of bulk mailing, intelligent mail bar coding, or other form of tracking or proof that is accepted or issued by the United States Postal Service, including Certificate of Bulk Mail, or any other form allowed by state law.

ASSIGNMENT

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

1. The **named insured**'s surviving spouse or the **named insured**'s registered domestic partner, if that person **resides** in the same household as the **named insured** at the time of death. Coverage applies to that spouse or registered domestic partner as if he or she were a named insured shown on the **Declarations Page**.
2. The legal representative of the deceased **named insured** while acting as such. This applies only with respect to the representative's legal responsibility to maintain or use a **covered recreational vehicle**.

B. Coverage will only be provided until the end of the policy term or until otherwise terminated under the terms of this Policy.

BANKRUPTCY

Bankruptcy or insolvency of an **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. 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. **You** have a continuing duty to cooperate with **us** and to notify **us** of any of the following changes which **we** deem material to **your** Policy:

1. **Your** address and/or the principal place where **you** garage any of the **recreational vehicles** insured under this Policy;
2. The number and type of the **recreational vehicles** insured or to be insured;
3. How the **recreational vehicles** insured under **your** policy are being used;
4. The residents of **your** household who are age 15 years or older (either additions or deletions);

5. The driver's license or permit status (new, revoked, suspended or reinstated) of any resident in **your** household or driver listed on the **Declarations Page**;

6. The identity of **regular operators**; or

7. **Your** marital status and the marital status of any resident in **your** household who is age 15 years or older.

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. **Autos** insured under the Policy;
2. Use of the **recreational vehicles** insured under the Policy;
3. Drivers;
4. Coverages or coverage limits;
5. Principal 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 during the term 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**.

MEDIATION OF CLAIMS

A. In any claim filed with **us** for:

1. **Loss** resulting from **bodily injury** in an amount of \$10,000 or less;
2. **Property damage**; or
3. **Loss to your covered recreational vehicle** or any **non-owned recreational vehicle**;

Either party may demand mediation of claim, prior to taking legal action, by filing a written request with the Department of Financial Services on a form which may be obtained from the Department. The request must state:

1. Why mediation is being requested; and
2. The issues in dispute which are to be mediated.

- B. Only one mediation may be requested for each claim, unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same already mediated.
- C. The Department shall randomly select mediators. Each party may reject one mediator, either before or after opposing side has rejected a mediator. The mediator will notify the parties of the date, time, and place of the mediation conference, which will be held within 45 days of the request for mediation. The conference may be held by telephone, if feasible.
- D. The mediation shall be conducted as an informal process and formal rules of evidence and procedure need not be observed.
- E. Participants must:
 - 1. Have authority to make a binding decision; and
 - 2. Mediate in good faith.
- F. Cost of the mediation shall be shared equally by both parties unless the mediator determines that one party has not mediated in good faith.

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 an **insured** has an obligation to pay for damages due to a covered accident; or
 - 2. The amount of that obligation has been finally determined by judgment after trial.
- B. No person or organization has any right under this Policy to bring legal action against **us** or to make **us** a party to any legal proceeding to determine the liability of the **insured**.
- C. If **we** retain salvage, **we** have no duty to preserve or otherwise retain the salvage for any purpose, including as evidence for a legal proceeding absent any specific and formal written request to do so.
- D. Any lawsuit against **us** for benefits under any part of this Policy, except Part C, 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, after the insured has been made whole, **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:

- 1. With regard to PART D > COVERAGE FOR DAMAGE TO YOUR RECREATIONAL VEHICLE against any person using a **covered recreational vehicle** with the **owner's** permission; or
- 2. With regard to PART C > UNINSURED MOTORIST COVERAGE, if **we**:
 - a. Have been given prompt written notice of a tentative settlement between an **insured** and the insurer of an **uninsured motor vehicle** (as defined in paragraph B.2. of Part C); and
 - b. Fail to make advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification.

If **we** advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification,

- a. That payment will be separate from any amount the **insured** is entitled to recover under the provisions of Uninsured Motorists Coverage; and
 - b. **We** also have a right to recover payment and the **insured** must cooperate with **us** and assist **us** in recovering those sums from liable parties.
- B. If **we** make a payment under this Policy and the person to or for whom payment is made recovers damages from another, that person shall:

1. Hold in trust for **us** the proceeds of the recovery; and
 2. Reimburse **us** to the extent of **our** payment.
- C. If **we** pursue recovery from a liable party:
1. **You** permit **us** to seek recovery of any deductible that may apply, but **we** have no duty to do so. **We** will notify **you** if **we** do not intend to collect the deductible.
 2. **We** reserve the right to compromise or settle the deductible and property damage claims against the responsible parties for less than the full amount. For those sums, **you** agree to be bound by:
 - a. A settlement agreement entered into by **us** and the liable party; or
 - b. The outcome of appraisal or arbitration.
 3. If the total recovery is less than the total of **our** payment and the deductible, **we** will reduce reimbursement of the deductible to **you** based on the proportion that the actual recovery bears to the total of **our** payment and the deductible.
 4. Any reimbursement to **you** by **us** will be reduced by a proportionate share of expenses and attorney fees incurred due to the recovery.
 5. **We** have priority over an **insured** for any amounts recovered from the liable party to the extent of **our** payments to or on behalf of that **insured**.
- D. If **we** make a payment to, or on behalf of, anyone 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. On or after the effective date of the policy and during the policy period as shown on the **Declarations Page**; and
 2. Within the policy territory.
- This Policy does not apply to accidents or **losses** that occur during any lapse in coverage or for accidents or **loss** that occur after this Policy has terminated for any reason.
- B. The policy territory is:
1. The United States of America, its territories or possessions; and
 2. Canada.

This Policy also applies to covered accidents or covered **losses** while **your covered recreational vehicle** is being transported between their ports.

TERMINATION OF THIS POLICY

A. Cancellation

This Policy may be cancelled during the policy period as follows:

1. **You** may cancel by:
 - a. Returning this Policy to **us**; or
 - b. Giving **us** or **our** authorized agent notice of notice of cancellation stating a future date on which **you** are requesting the Policy be cancelled. The effective date of the cancellation shall be either the date **we** receive **your** notice or the date specified in the notice, whichever is later, except that **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 stated in the notice.
2. If this is a new policy **you**:
 - a. May not cancel this Policy, if this Policy provides Personal Injury Protection or Property Damage Liability Coverage, or both, during the first 60 days immediately following the effective date of this Policy unless:
 - i. The **covered recreational vehicle** has been totally destroyed so that it is no longer operable on the roads of Florida; or
 - ii. Ownership of the **covered recreational vehicle** is transferred; or
 - iii. Other insurance is obtained on the **covered recreational vehicle**; or
 - iv. The named insured is a member of the United States Armed Forces and is called on to or on active duty outside the United States in an emergency situation.
 - v. The **named insured** has been charged an incorrect premium for the coverage(s) set forth in the original new business Application and **we** have given notice of the additional premium due.
 - b. May cancel for any reason after this Policy is in effect for 60 days.
3. **We** may cancel this Policy as follows:
 - a. If this is a new policy:
 - i. **We** will not cancel for nonpayment of premium during the first 30 days following the date of issuance, except as permitted by Florida law. However, **we** may cancel by mailing at least 10 days notice of cancellation to **you** at the address shown in the Policy if a check used to pay **us** is dishonored for any reason.

- ii. Except as otherwise provided in 3.a.i. above and 3.b. below, **we** may cancel by mailing at least 45 days notice of cancellation to **you** at the address shown in the Policy.
- b. In the event **we** determine that **you** have been charged an incorrect premium for coverage requested in **your** original new business Application, **we** shall promptly mail **you** a notice of any additional premium due **us**. If within 10 days from receipt of the notice of additional premium due (or a longer time period as specified in the notice), **you** fail to either:
- i. Pay the additional premium and maintain this Policy in full force under its original terms; or
 - ii. Cancel this Policy and demand a refund of any unearned premium;

Then this Policy shall be cancelled effective 14 days after the date of the notice (or a longer time period as specified in the notice).

- c. If this is a new policy that has been in effect for at least 60 days or if this is a renewal or continuation policy:
- i. **We** will cancel only for the following reasons:
 - (1) Nonpayment of premium; or
 - (2) If **your** driver's license or that of:
 - (a) Any driver who lives with **you**; or
 - (b) Any **regular operator**;
 Has been suspended or revoked. This must have occurred during:
 - (a) The policy period; or
 - (b) The 180 days immediately preceding the original effective date of the Policy; or
 - (3) Material misrepresentation or fraud.
 - ii. **We** may cancel by mailing to **you** at the address shown in the Policy:
 - (1) At least 10 days notice of cancellation in the case of non-payment of premium; or
 - (2) At least 14 days notice of cancellation in the case of nonpayment of additional premium as provided in 4.b. above; or
 - (3) At least 45 days notice of cancellation in all other cases.

- 4. **We** will not cancel or terminate **your** Policy based on the lawful use, possession, or ownership of a firearm or ammunition by the insured or household member of the insured.
- 5. Offering to renew or renewing a policy shall not constitute a waiver or estoppel with respect to grounds for cancellation that existed before the effective date of such renewal. If a policy is cancelled prior to the policy's renewal, such cancellation shall terminate any right of renewal.

B. Nonrenewal

- 1. **We** may decline to renew or continue this Policy. If **we** do, **we** will mail to **you**, at the address shown on the **Declarations Page**, not less than 45 days notice of nonrenewal before the end of the policy period. Subject to this notice requirement, if the policy period is:
 - a. Less than 6-months, **we** will have the right not to renew or continue this Policy every 6-months, beginning 6-months after its original effective date.
 - b. 6-months or longer, but less than one year, **we** will have the right not to renew or continue this period at the end of the policy period.
 - c. 1-year or longer, **we** will have the right not to renew or continue this Policy at each anniversary of its original effective date.
- 2. **We** will not refuse to renew **you** if an **insured** has had only one accident in which the **insured** was at fault within the current 3-year period. This does not prohibit **us** from refusing to renew this policy if an **insured** has had two at fault accidents within the most recent 3-year period or three or more accidents, regardless of fault, during the most recent 3-year period.
- 3. **We** will not refuse to renew **you** solely because an **insured** committed a noncriminal traffic infraction unless the infraction is:
 - a. A second infraction committed within an 18-month period or a third or subsequent infraction committed within a 36-month period; or
 - b. A violation of §316.183, Florida Statutes when such violation is a result of exceeding the lawful speed limit by more than 15 miles per hour.
- 4. **We** will not refuse to renew **your** Policy based on the lawful use, possession, or ownership of a firearm or ammunition by the insured or household member of the insured.

C. Other Termination Provisions

1. Proof of mailing a notice shall be sufficient proof of notice. United States postal proof of mailing, or certified or registered mailing, of notice to the first-named insured at the address shown in the Policy will be used for any notice that:
 - a. The Policy is cancelled or that includes the reasons for cancellation;
 - b. The Policy is not to be renewed; or
 - c. **Our** intent is to issue a Policy by an affiliated insurer.
2. If this Policy is cancelled, **we** will mail any premium refund that may be due. If due, **we** will send **you** the refund as follows:
 - a. If this Policy is cancelled by **us**, **we** will send **you** the refund within 15 days after the effective date of cancellation.
 - b. If this Policy is cancelled by **you**, **we** will send **you** the refund within 30 days after the later of the:
 - i. Effective date of cancellation; or
 - ii. Receipt of notice or request for cancellation.
3. The premium refund, if any, will be computed as follows:
 - a. If **we** cancel **your** Policy, **we** will refund the pro rata unearned premium.
 - b. If **you** cancel the Policy, **we** will refund a minimum of 90% of the pro rata unearned premium (also known as short-rated), provided, however, this short-rated calculation shall not apply:
 - i. If **you** cancel the Policy pursuant to Fla. Stat. 627.7282; or
 - ii. If **you** are a military service member as defined in Florida Statutes § 250.01, as amended, and cancel because **you** are called to active duty or are transferred by the United States Armed Forces to a location where the insurance is not required;
in which case **we** will refund the pro rata unearned premium.
 - c. **Our** making or offering a refund is not a condition of, nor will it affect the effective date of any cancellation.
4. The earliest effective date of cancellation stated in any notice shall be the date on which the Policy terminates.
5. Nothing set forth herein shall waive **our** rights to void this Policy when permitted by law.

D. Automatic Termination

If **we** offer to renew or continue this 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 continuation or renewal premium when due (this includes a payment that is dishonored by a financial institution for any reason) shall mean that **you** have not accepted **our** offer.

If **you** obtain other insurance on **your covered recreational vehicle**, any similar insurance provided by this Policy will terminate as to that **recreational vehicle** on the effective date of the other insurance.

If a **covered recreational vehicle** is sold or transferred to someone other than **you** or a **family member**, any insurance provided by this policy will terminate as to that **covered recreational vehicle** on the effective date of the sale or transfer.

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 or rescind this Policy if **you** or a **relative**:
 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 any application for this insurance or when renewing this Policy. **We** will not be liable and will deny coverage for any accident, **loss** or claim occurring thereafter.
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 a verbal or written application all persons residing in **your** household or **regular operators** of a **covered recreational vehicle**.
- B. When **we** have not voided or reformed the Policy, **we** may still deny coverage for an accident or **loss** if **you**, in connection with an application, an endorsement request, or at any time during the policy period, **you** have omitted, concealed or misrepresented any material fact or circumstance or engaged in fraudulent conduct and that omission, concealment, misrepresentation, or fraudulent conduct was material to a risk **we** assumed.

- C. If this Policy has been certified as Proof of Financial Responsibility (e.g., SR-22 or FR-44) and **we** are not able to void the Policy in its entirety, **we** shall have the right to reform the Policy by rescinding all coverages except for the minimum coverage and limits required for the certification. If **we** make a payment under Part A because the policy is certified that **we** would not have otherwise made, **you** must reimburse **us** the amount of that payment.
- D. **We** will not provide coverage to any person who conceals or misrepresents any material fact or circumstance or who engages in fraudulent conduct related to this insurance in connection with the presentation or settlement of a claim.

TWO OR MORE RECREATIONAL VEHICLE POLICIES

If this Policy and any other **recreational vehicle** policy issued to **you** by **us** or any other member of the National General Insurance group of companies 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. If there is more than one **named insured** shown as the policyholder on the **Declarations Page** of this Policy, any **named insured** may cancel or change this Policy. The action of one **named insured** shall be binding on all persons provided coverage under this Policy.

ELECTRONIC SIGNATURES

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 or 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. A stamp or seal is not required for an electronic notarization.

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 Personal Automobile Policy to be executed and attested. If required by state law, this Policy shall not be valid unless countersigned by **our** authorized representative.



Peter Rendall
President



Christine M. DeBiase
Secretary