

Florida Motorcycle Policy

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

10954NG (01012022)

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

Integon National Insurance Company

FL600 (02012001)

INTEGON NATIONAL INSURANCE COMPANY

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

This policy is a legal contract between you and us. The Motorcycle Policy has been:

- designed for easy reference;
- simplified to make it more understandable; and
- arranged to better display the available coverage.

This policy is a legal contract between you and us. These policy provisions along with the Declarations Page and endorsements, if any, issued to form a part thereof, complete this policy.

READ YOUR POLICY CAREFULLY

To Report A Claim

1-800-468-3466

MOTORCYCLE POLICY

Please read your contract 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.

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MOTORCYCLE POLICY

AGREEMENT

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

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

DEFINITIONS

Throughout this policy, “**You**” and “**Your**” refer to:

1. The “named insured” shown in the Declarations; and
2. The spouse if a resident of the same household.

“**We**,” “**us**” and “**our**” refer to the Company providing this insurance as referred to in the Declarations.

For purposes of this policy, a **motorcycle** shall be deemed to be owned by a person if leased:

1. Under a written agreement to that person; and
2. For a continuous period of at least 6 months.

The following words or phrases, when printed in bold-faced type or in quotation marks, are defined as follows:

“**Accident**” means: a sudden, unexpected, and unintended occurrence that causes **bodily injury** or **property damage** and arises out of the ownership, maintenance or use of **your insured cycle** or **non-owned motorcycle**.

“**Actual Cash Value**” means: the fair market value of the stolen or damaged property at the time of **loss**.

“**Bodily injury**” means: bodily harm, sickness or disease, including death that results therefrom. **Bodily Injury** does not include harm, sickness, disease or death arising out of a medically defined communicable disease contracted by any person nor the exposure of such a disease by any person to any other person.

“**Business**” means: trade, profession or occupation.

“**Motorcycle**” or “**Cycle**” as used here means: any **motorcycle**, motorbike or motorscooter.

“**Non-owned Motorcycle**” means: any **motorcycle**, other than **your insured cycle**, which is not owned by, registered to, or furnished for regular or frequent use by **you**, a non-resident spouse, or a resident of **your** household.

“**Depreciation**” means decline of value due to wear and tear, weathering or obsolescence.

“**Diminution in value**” means the actual or perceived reduction, if any, in the market value of tangible property by reason of the fact that it has been damaged and repaired.

“**Family member**” means: a person related to **you** by blood, marriage or adoption who is a resident of **your** household. This includes a ward or foster child, or stepchild.

“**Loss**” means: sudden, direct, and accidental theft or damage to **your insured cycle**, including its permanently attached equipment. “**Loss**” does not include **diminution in value**.

“**Occupying**” means: in; upon; getting into, out of, on or off.

“**Parade or Escort**” means: participation in any organized event, rally, or group procession, which is officially sanctioned by a municipality or governmental body or the escorting of any other vehicle or procession. Escorting shall not, under the terms of this policy, constitute a **business** use of a **motorcycle**, whether or not such use is for compensation or profit.

“**Passenger**” means: any person, other than the driver of **your insured cycle**, while such person is **occupying your insured cycle** or is in a side car attached to **your insured cycle**.

“**Property damage**” means: physical injury to, destruction of, or loss of use of tangible property.

“**Trailer**” means: a non-powered vehicle specifically designed to be pulled by a **motorcycle**.

“**Helmet**” shall refer to headgear specifically designed to provide protection against impact to a motorcycle rider’s head, only when worn by **you** or a **passenger** while **occupying your insured cycle**.

“**Your insured cycle**” means:

1. Any **cycle** shown in the Declarations.
2. Any **cycle** on the date **you** become the owner, but only if **you** have asked **us** to insure it as set forth below:

If the **cycle you** acquire replaces one shown in the Declarations, it will have the same coverage as the **cycle** it replaced, if **you**:

- a) acquire the **cycle** during the policy period; and
- b) ask **us** to insure it within 30 days after **you** become the owner.

If **you** do not notify **us** within the time limit noted in b), no coverage exists for the newly acquired **cycle**.

The insurance afforded by this policy on the replaced **cycle** ends on the delivery date of the replacement **cycle**.

If the **cycle you** acquire is in addition to any shown in the Declarations, it will have the broadest coverage **we** now provide for any **cycle** shown in the Declarations, if **you**:

- a) acquire the **cycle** during the policy period;
- b) ask **us** to insure it within 30 days after **you** become the owner; and
- c) **we** insure all **cycles you** own.

If **you** do not notify **us** within the time limit noted in b), no coverage exists for the newly acquired **cycle**.

PART A - LIABILITY COVERAGE

INSURING AGREEMENT

If **you** pay a premium for this coverage, **we** will pay damages, except punitive or exemplary damages, for **bodily injury** to anyone, other than a **passenger**, or **property damage** for which any **insured** becomes legally responsible because of an **accident**. However, **we** will pay damages, except punitive or exemplary damages, for **bodily injury** to a **passenger**, under Guest Passenger coverage, if **you** pay a premium for such coverage and it is shown in the Declarations. Damages include prejudgment interest awarded against the **insured** subject to **our** limit of liability for this coverage. **We** will settle or defend, as **we** consider appropriate, any claim or suit asking for these damages. In addition to **our** limit of liability, **we** will pay all defense costs **we** incur. **Our** duty to settle or defend ends when **we** offer to pay and pay **our** limit of liability for this coverage. **We** have no duty to defend any suit, settle any claim or pay any judgment for **bodily injury** or **property damage** not covered under this policy.

“**Insured**” as used in Part A means:

1. **You** or any **family member** for the ownership, maintenance or use of any **cycle** or **trailer** while attached to **your insured cycle** and while used with the owner’s permission.
2. Any person using **your insured cycle** with **your** permission and within the scope of **your** permission.
3. For **your insured cycle**, any person or organization other than 1. and 2. above, but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
4. For any **cycle**, other than **your insured cycle**, or any **trailer** attached thereto, any person or organization other than 1. and 2. above, but only with respect to legal responsibility for acts or omissions of **you** or any **family member** for whom coverage is afforded under this Part. This provision applies only if the person or organization does not own or hire the **cycle** or **trailer**.

SUPPLEMENTARY PAYMENTS

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

1. Up to \$300 for the cost of bail bonds required because of traffic law violations resulting from an **accident**. The **accident** must result in **bodily injury** or **property damage** covered under this policy.

2. Premiums on appeal bonds and bonds to release attachments in any suit **we** defend and **we** choose to appeal. Provided, however, **we** will not pay the premium for such bonds that are more than **our** limit of liability.
3. For damages covered under this policy, interest accruing after a judgment is entered in any suit **we** defend. **Our** duty to pay interest ends when **we** offer to pay that part of the judgment which does not exceed **our** limit of liability for this coverage.
4. Other reasonable expenses incurred at **our** request.
5. Reasonable loss of wages, up to \$50 per day, but not other income, because of attendance at hearings, proceedings, or trials at **our** request.
6. Reasonable expenses for emergency first aid **you** administer to others at the scene of an **accident** involving any **cycle** covered by this policy.

EXCLUSIONS

- A. Coverage under this Part A, including **our** duty to defend, does not apply to:
 1. **Bodily injury** or **property damage** caused intentionally by or at the direction of an **insured**.
 2. **Property damage** to property owned or being transported by that **insured**.
 3. **Property damage** to property:
 - a) rented to;
 - b) used by; or
 - c) in the care, custody, or control of that **insured**. This exclusion does not apply to a rented residence or rented private garage.
 4. **Bodily injury** to an employee or fellow employee of any **insured** person arising out of the course of employment. This exclusion does not apply to **bodily injury** to a domestic employee unless Workers’ Compensation benefits, disability benefits, or similar benefits are required or available for that domestic employee.
 5. Liability arising out of the ownership or operation of a **cycle** while it is being used to carry persons or property for compensation or a fee.
 6. Liability arising out of the ownership, operation or use of a **cycle** for wholesale or retail delivery, including, but not limited to, delivery of magazines, newspapers, food, pizza, or any other product.
 7. Any person while employed or otherwise engaged in the **business** of:
 - a) selling;
 - b) repairing;

- c) servicing;
- d) storing;
- e) parking;
- f) road testing;
- g) delivering; or
- h) leasing

vehicles designed for use mainly on public highways.

However, coverage does apply to **you** or a **family member** when using **your insured cycle**.

- 8. Maintaining or using any vehicle while that person is employed or otherwise engaged in any **business** not described in Exclusion 7. If a **business** use surcharge is noted in the Declarations for a **cycle** shown in the Declarations, this exclusion does not apply to the ownership, maintenance or use of that **cycle** by:
 - a) **you**; or
 - b) any family member.
- 9. Any person using a **cycle** beyond the scope of the owner's express or implied permission.
- 10. **Bodily injury** or **property damage** for which that person:
 - a) is an **insured** under a nuclear energy liability policy; or
 - b) would be an **insured** under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

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

- 1. Nuclear Energy Liability Insurance Association;
- 2. Mutual Atomic Energy Liability Underwriters; or
- 3. Nuclear Insurance Association of Canada.

- 11. While **your insured cycle** is rented or leased to others.
- 12. **Bodily injury** or **property damage** arising out of any person's liability for the ownership, maintenance or operation of **your insured cycle** when it:
 - a) has been sold to another; or
 - b) is under a conditional sales agreement by **you** to another.

- 13. **Bodily injury** or **property damage** arising out of the ownership or maintenance of a **cycle** while it is being operated in or while in practice or preparation for any race event, hill climb, demonstration, speed contest or performance contest regardless of whether such event is prearranged or organized.
- 14. **Bodily injury** or **property damage** arising out of any liability assumed by an **insured** under any contract or agreement.
- 15. **Bodily injury** or **property damage** for which the United States Government is held responsible under the Federal Tort Claims Act.
- 16. Any person while **occupying** any **cycle**:
 - a) being used in any unlawful activity (other than a traffic violation), illicit trade or transportation; or
 - b) used or operated in an attempt to flee a law enforcement agent;

and such person is a willing participant in such activity listed in a) or b) above.
- 17. **Bodily injury** or **property damage** caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction or radioactive contamination, or any consequence of any of these.
- 18. Bodily injury to you, or a family member.
- 19. Any cycle used for parade or escort purposes. However, this exclusion does not apply if you pay a separate premium for Parade/Escort Motorcycle Coverage and the endorsement appears in the Declarations.

B. **We** do not provide Liability Coverage for the ownership, maintenance or use of:

- 1. Any **cycle**, other than **your insured cycle**, which is:
 - a) owned by **you**; or
 - b) furnished or available for **your** regular use.
- 2. Any **cycle**, other than **your insured cycle**, which is:
 - a) owned by any **family member**; or
 - b) furnished or available for the regular use of any **family member**.

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

LIMIT OF LIABILITY

The limit of liability shown in the Declarations for each person for Bodily Injury Liability Coverage is **our** maximum limit of liability for all damages for **bodily injury**, sustained by any one person, other than a **passenger** in any one **accident**. This includes all

derivative claims arising out of said **bodily injury** which includes, but is not limited to, damages for care, loss of service or death, loss of consortium, loss of society or companionship. Subject to this limit for each person, the limit of liability shown in the Declarations for each **accident** for Bodily Injury Liability Coverage is **our** maximum limit of liability for all damages for **bodily injury** sustained by persons, other than a **passenger**, resulting from any one **accident**. This includes all derivative claims arising out of said **bodily injury** which includes, but is not limited to, damages for care, loss of service or death, loss of consortium, loss of society or companionship. The limit of liability shown in the Declarations for each **accident** for Property Damage Liability Coverage is **our** maximum limit of liability for all damages to all property resulting from any one **accident**. The limit of liability shown in the Declarations for each **passenger** under Guest Passenger coverage, if purchased, is **our** maximum limit of liability for all damages for **bodily injury**, sustained by any one **passenger** in any one **accident**. This includes all derivative claims arising out of said **bodily injury** which includes, but is not limited to, damages for care, loss of service or death, loss of consortium, loss of society or companionship. Subject to this limit for each **passenger**, the limit of liability shown in the Declarations for each **accident** under Guest Passenger coverage, if purchased, is **our** maximum limit of liability for all damages for **bodily injury**, sustained by all **passengers** in any one **accident**. This includes all derivative claims arising out of said **bodily injury** which includes, but is not limited to, damages for care, loss of service or death, loss of consortium, loss of society or companionship.

This is the most **we** will pay under Bodily Injury Liability Coverage, Property Damage Liability Coverage, or Guest Passenger coverage whichever is applicable, as a result of any one **accident** regardless of the number of:

1. Insureds;
2. Claims made;
3. Cycles or premiums shown in the Declarations;
4. Cycles involved in the accident;
5. Premiums paid; or
6. Lawsuits brought.

A **cycle** and attached **trailer** and/or side car are considered one **cycle**. Therefore, the limit of liability will not be increased for an **accident** involving a **cycle** with an attached **trailer** and/or side car.

Any amount payable under this coverage to or for an injured person will be reduced by any payment made to that person under PART B MEDICAL PAYMENTS COVERAGE and PART C - UNINSURED MOTORISTS COVERAGE of this policy.

OUT OF STATE COVERAGE

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

If the state or province has:

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

However, if the **accident** involves a vehicle, covered under this policy, which is either registered in such other state or province or has been operated in such other state or province for 30 days or more in the preceding 365 days, then the coverage under this policy shall not be modified in any way. This restriction will not apply, however, if **you** have disclosed on **your** application for this insurance that such operators, such as students or individuals in the military, will be operating **your insured cycle** in another designated state or province for 30 days or more each year. This policy will then conform to that designated state's minimum compulsory coverage limits for non-residents as required by that state's Financial Responsibility Law.

FINANCIAL RESPONSIBILITY REQUIRED

When this policy is certified as proof of financial responsibility, this policy will comply with the law to the extent required. **You** must reimburse **us** if **we** make a payment that **we** would not have made if this policy was not certified as proof of financial responsibility.

OTHER INSURANCE

If there is other applicable liability insurance or a bond, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limit bears to the total of all applicable limits. However, any insurance **we** provide for a **cycle you** do not own shall be excess over any other collectible insurance or bond.

PART B - MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

Subject to the limit of liability shown on the Declarations, if **you** pay a premium for Medical Payments Coverage, **we** will pay reasonable expenses incurred for necessary medical and funeral services because of **bodily injury**:

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

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

"**Insured**" as used in PART B means: **You** or any **family member** or any other person while **occupying your insured cycle** as an operator or **passenger** when **your insured cycle** is being used with **your** permission and within the scope of **your** permission.

EXCLUSIONS

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

1. Arising out of the ownership or operation of a **cycle** while it is being used to carry persons or property for compensation or a fee.
2. Arising out of the ownership, operation or use of a **cycle** for wholesale or retail delivery, including but not limited to, delivery of magazines, newspapers, food, pizza, or any other product.
3. Occurring during the course of employment if Workers' Compensation benefits are required or available for the **bodily injury**.
4. Sustained while **occupying** or when struck by, any **cycle**, other than **your insured cycle**, which is:
 - a) owned by **you**; or
 - b) furnished or available for **your** regular use.
5. Sustained while **occupying** or when struck by, any **cycle**, other than **your insured cycle**, which is:
 - a) owned by any **family member**; or
 - b) furnished or available for the regular use of any **family member**.

However, this Exclusion 5. does not apply to **you**.

6. Sustained while **occupying** any **cycle** being used beyond the scope of the owner's express or implied permission.
7. Resulting from the maintenance or use of any **cycle** while that person is engaged in the **business** of:
 - a) selling;
 - b) repairing;
 - c) servicing;
 - d) storing;
 - e) parking;
 - f) road testing;
 - g) delivering; or
 - h) leasing

vehicles designed for use mainly on public highways.

However, coverage does apply to **you** or a **family member** when using **your insured cycle**.

8. Resulting from the maintenance or use of any **cycle** while that person is employed or otherwise engaged in any **business** not described in Exclusion 7. If a **business** use surcharge is noted in the Declarations for a **cycle** shown in the Declarations, this exclusion does not apply:
 - a) to **you**; or
 - b) any family member.

9. Caused by or as a consequence of:
 - a) war (declared or undeclared);
 - b) civil war;
 - c) insurrection;
 - d) rebellion or revolution;
 - e) radioactive contamination; or
 - f) nuclear reaction or radiation, whether controlled or uncontrolled or however caused.
10. Sustained while **occupying** any **cycle**:
 - a) being used in any unlawful activity (other than a traffic violation), illicit trade or transportation; or
 - b) used or operated in an attempt to flee a law enforcement agent;and that person is a willing participant in such activity listed in a) and b) above.
11. Resulting from ownership, maintenance or use of a **cycle** while it is being operated in or while in practice or preparation for any race, hill climb, demonstration, speed contest or performance contest regardless of whether such event is prearranged or organized.
12. While **your insured cycle** is being used for **parade or escort** purposes. However, this exclusion does not apply if **you** pay a separate premium for Parade/Escort Motorcycle Coverage and the endorsement appears in the Declarations.
13. While **your insured cycle** is rented or leased to others.
14. To any person entitled to receive similar services from the United States government or its military services.

LIMIT OF LIABILITY

The limit of liability shown in the Declarations for this coverage is **our** maximum limit of liability for each person injured in any one **accident** regardless of the number of:

1. Claims made;
2. **Cycles** or premiums shown in the Declarations;
3. Vehicles involved in the **accident**;
4. **Insureds**;
5. Lawsuits brought; or
6. Premiums paid.

Any amounts otherwise payable for expenses under this coverage shall be reduced by any amounts paid or payable for the same expenses under any Liability or Uninsured Motorists Coverage provided by any policy.

OTHER INSURANCE

If there is other applicable **cycle** or auto medical payments insurance **we** will pay only **our** share of the reasonable medical expenses. **Our** share is the

proportion that **our** limit of liability bears to the total of all applicable auto or **cycle** medical payments limits. However, any insurance **we** provide with respect to a **cycle you** do not own shall be excess over any other **cycle** or auto insurance providing payments for medical or funeral expenses. **We** will not be liable under this policy for any medical expenses paid or payable under the provisions of any:

1. premises insurance providing coverage for medical expenses;
2. individual, blanket, or group accident, disability or hospitalization;
3. medical, surgical, hospital or funeral expenses, benefit or reimbursement plan;
4. workers' compensation or disability benefits law or any similar law; or
5. no fault insurance or personal injury protection insurance.

PART C - UNINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

If **you** pay a premium for Uninsured Motorists Coverage, **we** will pay damages, except punitive and exemplary 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 an **uninsured motor vehicle**.

We will pay under this coverage only after the limits of liability under any applicable liability bonds or policies have been paid.

Any judgment for damages arising out of a lawsuit is not binding on **us** unless **we** have consented in writing to the filing of the lawsuit.

DEFINITIONS

"Accident" as used in this part means: a sudden, unexpected, and unintended occurrence.

"Insured" as used in this Part means:

1. You or any family member.
2. Any passenger.
3. Any other person occupying your insured cycle within the scope of your express or implied permission.
4. Any personal representative for damages that person is legally entitled to recover because of **bodily injury** to which this coverage applies sustained by a person listed in 1., 2., or 3. above.

"Uninsured motor vehicle" means a land motor vehicle or **trailer** which is:

1. Not insured by a **bodily injury** liability bond or policy 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 an **insured** is not enough to pay the full amount the insured is legally entitled to recover as damages.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or which causes an **accident** resulting in **bodily injury**:
 - a. you or any family member;
 - b. A vehicle which you or any family member are occupying; or
 - c. Your insured cycle.

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

4. For which a **bodily injury** liability bond or policy applies at the time of the **accident** but the bonding or insuring company:
 - a) denies coverage; or
 - b) is or becomes insolvent.

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

1. Owned by:
 - a) The United States of America;
 - b) Canada;
 - c) a state;
 - d) any other governmental entity or unit; or
 - e) an agency of a), b), c), or d) above.
2. Operated on rails or crawler treads.
3. Which is designed mainly for use off public roads while not on public roads.
4. While located for use as a residence or premises.
5. Owned by or furnished or available for the regular use of **you** or any **family member** unless it is **your insured cycle** to which PART A of the policy applies and liability coverage is excluded for any person other than **you** or any **family member** for damages sustained in the **accident** by **you** or any **family member**.

EXCLUSIONS

- A. We do not provide Uninsured Motorists Coverage for **bodily injury** or **property damage** sustained by any **insured**:

1. If that person or the legal representative settles the **bodily injury** or **property damage** claim without **our** written consent.

However, this exclusion does not apply:

- a. If such settlement does not prejudice **our** right to recover payment.
 - b. To a settlement made with the insurer of a vehicle described in definition 2. of **uninsured motor vehicle**.
2. While **occupying your insured cycle** while it is being used to carry persons or property for compensation or a fee.
 3. While **occupying your insured cycle** while it is being used for wholesale or retail delivery, including, but not limited to delivery of magazines, newspapers, food, pizza, or any other product.
 4. While **occupying** a motor vehicle which is used without the express or implied permission of the owner.
 5. While **occupying** any motor vehicle:
 - a) being used in any unlawful activity (other than a traffic violation), illicit trade or transportation; or
 - b) used or operated in an attempt to flee a law enforcement agent;and such person is a willing participant in such activity listed in a) or b) above.
 6. For the benefit of the United States of America or any state or political subdivision thereof.
 7. Caused by the spouse or **family member** of that **insured**.

However, this exclusion does not apply:

 - a) if the spouse or any **family member** is operating a vehicle not owned by or furnished or available for the regular use of **you** or any **family member**.
 8. Arising out of the ownership or maintenance of a **cycle** while it is being operated in or while in practice or preparation for any race event, hill climb, demonstration, speed contest or performance contest regardless of whether such event is prearranged or organized.
 9. While **your insured cycle** is being used in any **business** or occupation.
 10. While **occupying** any **cycle** used for **parade or escort** purposes. However, this exclusion does not apply if **you** pay a separate premium for Parade/Escort Motorcycle Coverage and the endorsement appears in the Declarations.

11. While **your insured cycle** is rented or leased to others.

- B. This coverage shall not apply directly or indirectly to benefit any insurer or selfinsurer under any of the following or similar law:
 1. workers' compensation law; or
 2. disability benefits law.

LIMIT OF LIABILITY

- A. The limit of **bodily injury** liability shown in the Declarations for each person for Uninsured Motorists Coverage multiplied by the number of **cycles** listed in the Declarations is **our** maximum limit of liability for all damages for **bodily injury** sustained by any one person in any one **accident**. This includes all derivative claims arising out of said **bodily injury** which includes, but is not limited to, damages for care, loss of service or death, loss of consortium, or loss of society or companionship. Subject to this limit for each person, the limit of liability shown in the Declarations for each **accident** for Uninsured Motorists Coverage multiplied by the number of **cycles** listed in the Declarations is **our** maximum limit of liability for all damages for **bodily injury** resulting from any one **accident**. This includes all derivative claims arising out of said **bodily injury** which includes, but is not limited to, damages for care, loss of service or death, loss of consortium, or loss of society or companionship. This is the most **we** will pay under Uninsured Motorists Coverage, whichever is applicable, as a result of any one **accident** regardless of the number of:
 1. Insureds;
 2. Claims made;
 3. Premiums or cycles shown in the Declarations;
 4. Vehicles involved in the accident;
 5. Lawsuits brought; or
 6. Premiums Paid.
- B. In no event shall an **insured** be entitled to receive duplicate payment for the same element of damages.

TWO OR MORE MOTORCYCLE POLICIES;

If this policy and any other motor vehicle insurance policy issued to the **insured** by **us** apply to the same **accident**, **our** maximum limit of liability under all of the policies shall not exceed the highest applicable limit of liability under any one particular policy, even though separate premiums for each policy have been paid.

OTHER INSURANCE

- A. If **you** are injured as a pedestrian or an **insured** is injured while **occupying your insured cycle** and other similar coverage not provided by **us** applies:

1. **we** shall be liable only for **our** share, which is the percent that the limit of liability under this PART C bears to the total of all limits of liability applicable to the **accident**.
- B. Subject to the above, if **you** are injured while **occupying** any other vehicle and other similar coverage not provided by **us** applies, coverage under this PART C applies:
1. as excess to any similar coverage which applies to the vehicle as primary coverage; but
 2. only in the amount by which the limit of liability for this PART C exceeds the primary coverage,
- provided that if coverage under more than one policy applies as excess:
1. **we** shall be liable only for that percent of the excess amount that the limit of liability under this Part bears to the total of all limits of liability for coverages applicable as excess to the **accident**.

a) Mediated in accordance with the Mediation provision contained in Part F of the policy, if the damages resulting from **bodily injury** are for \$10,000 or less; or

b) Arbitrated.

If either party demands mediation, the mediation must be completed before arbitration can occur.

Both **we** and the **insured** must agree to arbitration.

However, disputes concerning coverage may not be arbitrated.

- B. If **we** and an **insured** agree to arbitration, the following procedures shall apply:
1. The arbitration shall be conducted by a single neutral arbitrator.
 2. In the event an arbitrator cannot be agreed upon, a judge of a court having jurisdiction will appoint the arbitrator.
- C. In the event arbitration is agreed upon, the costs of the arbitrator will be shared equally by **us** and the **insured**. All other expenses, including but not limited to attorney fees and witness fees, shall be paid by the party which incurs the expense.
- D. In the event arbitration is agreed upon, the arbitration will take place in the county where the insured lives at the time of accident. Local state court rules of procedure and evidence shall apply. The written decision by the arbitrator shall be binding on us and the insured, subject to the terms of the policy.
- E. If **we** and an **insured** agree to arbitrate, the Florida Arbitration Act shall not apply.

TRUST AGREEMENT

If **we** pay an **insured** for a **loss** under this coverage:

1. **We** are entitled to recover from the **insured** an amount equal to such payment if there is a legal settlement made on his behalf against any person or organization legally responsible for the **bodily injury**.
2. The **insured** must hold in trust for **us** all rights which he has to recover money from any person or organization legally responsible for **bodily injury** and/or **property damage**.
3. The **insured** must do everything proper to secure **our** rights of recovery and do nothing to prejudice these rights.
4. If **we** ask the **insured** in writing, the **insured** shall take the necessary or appropriate action, through a representative designated by **us**, to recover payment as damages from the responsible person or organization. If there is a recovery, then **we** shall be reimbursed out of the recovery for expenses, costs and attorney's fees incurred in connection with this recovery.
5. The **insured** must 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.

ARBITRATION

- A. If **we** and an **insured** disagree:
1. whether the **insured** is legally entitled to recover damages from the owner or operator of an **uninsured motor vehicle**; or
 2. as to the amount the **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** then the matter may be:

PART D - COVERAGE FOR DAMAGE TO YOUR MOTORCYCLE

INSURING AGREEMENT

If **you** pay a premium for this coverage, **we** will pay for direct and accidental **loss** to **your insured cycle**.

We will pay for **loss** to **your insured cycle** caused by:

1. **Collision** only if the Declarations indicate that Collision Coverage is provided for that **cycle**.
2. Other Than Collision only if the Declarations indicate that Other Than Collision Coverage is provided for that **cycle**.

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

"**Collision**" means the upset of **your insured cycle** or its impact with another vehicle or object.

Loss caused by the following is considered Other Than Collision:

1. Missiles or falling objects;
2. Fire;
3. Theft or larceny;
4. Explosion or earthquake;
5. Windstorm;
6. Hail, water or flood;
7. Malicious mischief or vandalism;
8. Riot or civil commotion;
9. Contact with bird or animal; or
10. Breakage of glass, except as a result of **collision**.

TOWING AND STORAGE CHARGES

In addition, after an **accident** for which this coverage is provided, **we** will pay reasonable towing and storage charges **you** or any **family member** are legally responsible for in transporting and storing **your insured cycle**.

COVERAGE FOR DAMAGE TO HELMETS

In addition to other coverage provided by this section, subject to the terms of the Limit of Liability section set forth below, and in the event that the **helmet** is being worn by an individual **occupying your insured cycle** at the time of **loss**, **we** will pay up to \$250 for the repair or replacement of a **helmet** damaged or destroyed as a result of the **loss**. However, if **we** pay for the replacement of the **helmet**, **we** may recover the damaged **helmet**.

EXCLUSIONS

We will not pay for:

1. **Loss** of or damage to any optional or added equipment not included as standard or basic equipment by the manufacturer of **your insured cycle** including, but not limited to:
 - a) trailers;
 - b) side cars;
 - c) custom chroming;
 - d) chrome accessories and custom paint whether installed by the manufacturer or installed after market;
 - e) light bars;
 - f) and any non-factory installed radio or other device or instrument designed for the recording or reproduction of sound;

Unless such equipment is specifically listed on the application or added by endorsement to this policy, and attached to **your insured cycle** at the time of **loss**.

2. **Loss to your insured cycle** which occurs while it is being used to carry persons or property for compensation or a fee.
3. **Loss to your insured cycle** which occurs while it is being used for wholesale or retail delivery, including but not limited to, delivery of magazines, newspapers, food, pizza, or any other product.
4. Damage due and confined to:
 - a) wear and tear;
 - b) freezing;
 - c) mechanical or electrical breakdown or failure; or
 - d) road damage to tires.

This exclusion does not apply if the damage results from the total theft of **your insured cycle**.

5. **Loss** due to or as a consequence of:
 - a) radioactive contamination;
 - b) war (declared or undeclared);
 - c) civil war;
 - d) insurrection; or
 - e) rebellion or revolution.
6. Total loss to **your insured cycle** due to forfeiture ordered by the courts or destruction or confiscation by governmental or civil authorities. This exclusion does not apply to the interests of Loss Payees in **your insured cycle**.
7. **Loss to your insured cycle** while employed or otherwise engaged in the **business** of:
 - a) selling;
 - b) repairing;
 - c) servicing;
 - d) storing;
 - e) parking;
 - f) road testing;
 - g) delivering; or
 - h) leasingvehicles designed for use mainly on public highways.

However, coverage does apply to **you** or a **family member** when using **your insured cycle**.
8. **Loss to your insured cycle** while maintained or used by any person employed or otherwise engaged in any **business** not described in Exclusion 7. If a **business** use surcharge is noted in the Declarations for a **cycle** shown in the Declarations, this exclusion does not apply to the ownership, maintenance or use of that **cycle** by:

- a) **you**; or
- b) any **family member**.

9. **Loss to your insured cycle** while **you** or any **family member** or anyone driving with express or implied permission from **you** or any **family member**:

- a) is using **your insured cycle** in any unlawful activity (other than a traffic violation); or
- b) using or operating **your insured cycle** to flee any law enforcement agent;

And such **person** is a willing participant in such activity listed in a) and b) above.

10. **Loss to your insured cycle** which occurs while being operated in, or while in practice or preparation for any race, hill climb, demonstration, speed contest or performance contest regardless of whether such event is prearranged or organized.

11. **Loss** due to theft, conversion, secretion or fraudulent disposal of covered property by **you** or any **family member**.

12. **Loss** due to and resulting from intentional acts committed by **you** or any **family member**.

13. **Loss** to tools or other personal effects.

14. **Loss** occurring while **your insured cycle** has been abandoned.

15. **Loss** occurring while **your insured cycle** is in the care, custody or control of or being operated by any person for the purpose of selling **your insured cycle**.

16. **Loss to your insured cycle** or **non-owned cycle** when used for **parade** or **escort** purposes. However, this exclusion does not apply if **you** pay a separate premium for Parade/Escort Motorcycle Coverage and the endorsement appears in the Declarations.

17. **Loss** to equipment designed or used for the detection or location of radar, laser or any other **cycle** speed monitoring equipment.

18. **Loss** while **your insured cycle** is rented or leased to others.

19. **Loss** to any wearing apparel. However if **you** pay a separate premium for Safety Apparel Coverage and the endorsement is listed on the Declarations, then this exclusion only applies to apparel not covered by the endorsement.

LIMIT OF LIABILITY

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

- 1. **Actual cash value** of the stolen or damaged property;
- 2. Amount necessary to repair or replace the property with other property of like kind and

quality less deduction for any applicable **depreciation**; or

3. Stated amount shown in the application or listed by endorsement.

- B. 1. An adjustment for **depreciation** and physical condition will be made in determining **actual cash value** in the event of a total loss.
- 2. If a repair or replacement results in better than like kind or quality, **we** will not pay for the amount of the betterment.
- C. Further, if there is a stated amount **you** declared on the application or listed by endorsement that stated amount will be the total limit of liability applicable for **loss to your insured cycle**, including its custom parts or equipment.
- D. In the repair of **your insured cycle** under the physical damage coverage provisions of this policy, **we** may specify the use of parts not made by the original manufacturer. These parts are required to be at least equal in terms of fit, quality, performance and warranty to the original manufacturer parts they replace.
- E. **Our** liability for the cost of repairing **your insured cycle** or any optional or added equipment covered by this policy is limited to the amount necessary to perform physical repairs to **your** stolen or damaged property.

Our payment for **loss** will be reduced by any applicable deductible shown in the Declarations for **Collision** and/or Other Than Collision, if selected.

PROOF OF LOSS

When **we** request it, **you** must file a written proof of **loss** within 60 days from the date of **our** request or there will be no coverage for the **loss** claimed under PART D.

PAYMENT OF LOSS

We may pay for the **loss** in money or repair or replace the damaged or stolen property. **We** may, at **our** expense, return any stolen property to:

- 1. **You**; or
- 2. The address shown on the Declarations Page of this policy.

If **we** return stolen property, **we** will pay for any direct physical damage to **your insured cycle** or its equipment resulting from the theft, subject to the Limit of Liability provisions set forth above. **We** may keep all or part of the property at an agreed or appraised value. **You** do not have the right to abandon salvage to **us**.

NO BENEFIT TO BAILEE

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

OTHER INSURANCE

If other insurance also covers the damages, **we** will pay only **our** share of the damages. **Our** share is the

proportion that **our** limit of liability bears to the total of all applicable limits. 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 for a **cycle you** do not own shall be excess over any other insurance.

APPRAISAL

If **we** and **you** do not agree on the amount of **loss**, either may demand an appraisal of the **loss**. In this event, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the **actual cash value** and the amount of **loss**. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

We do not waive any of **our** rights under this policy by agreeing to an appraisal.

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

GENERAL DUTIES

We must be notified promptly of how, when and where the **accident** or **loss** happened. Notice should also include the names and addresses of any injured persons and of any witnesses. Failure to give notice as required herein may render this policy voidable. Failure to comply with any of the duties under this Part E may result in denial of coverage and relieve **us** of all duties to investigate, settle, defend, pay any judgment or otherwise honor any claims made against an **insured**.

A person seeking coverage must:

1. Cooperate with **us** in the investigation, settlement or defense of any claim or lawsuit.
2. Promptly send **us** copies of any notices or legal papers received in connection with the **accident** or **loss**.
3. Submit as often as **we** require:
 - a) to physical exams by physicians **we** select. **We** will pay for these exams.
 - b) to examinations under oath outside the presence of any person other than **your** attorney.
4. Authorize **us** to obtain:
 - a) medical reports; and
 - b) other pertinent records.
5. Submit a sworn statement as proof of loss as we require.

ADDITIONAL DUTIES FOR UNINSURED MOTORISTS COVERAGE

A person seeking Uninsured Motorists Coverage must also in addition to the duties stated above:

1. Notify the police as soon as possible of any **accident**.
2. Notify the police within 24 hours of an **accident** if a hitandrun or unknown driver is involved.

Serve a copy of any legal action and all pleadings on **us** as required by law.

A person seeking Uninsured Motorists Coverage under definitions 2. and 3. of **uninsured motor vehicle** must also promptly:

1. Send **us** copies of the legal papers if a suit is brought; and
2. Notify **us** in writing by certified or registered mail of a tentative settlement between the **insured** and the insurer of the **uninsured motor vehicle** and 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 COVERAGE FOR DAMAGE TO YOUR MOTORCYCLE

A person seeking Coverage For Damage To Your Motorcycle must also in addition to the duties stated above:

1. Notify the police within 24 hours after discovery of the **loss**, if **your insured cycle** or any of its equipment is stolen or vandalized.
2. Take reasonable steps after **loss** to protect **your insured cycle** and its equipment from further **loss**. If **you** fail to do so, any further damages will not be covered under this policy. **We** will pay reasonable expenses incurred to do this.
3. Permit **us** to inspect and appraise the damaged property before its repair or disposal.

PART F - GENERAL PROVISIONS

BANKRUPTCY

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

CHANGES

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

1. That if any of this information material to the development of the policy premium is incorrect, incomplete or changed, we may adjust the premium accordingly during the policy period.

2. To cooperate with us in determining if this information is correct and complete, and to advise us of any changes.

Any adjustment of **your** premium will be made using **our** rules in effect at the time of the change. Premium adjustments may be made as a result of a change in:

1. **Cycles** insured by the policy, including changes in use;
2. Drivers;
3. Coverages or coverage limits;
4. Rating territory; or
5. Eligibility for discounts or surcharges or other premium credits or debits.

We may revise **your** policy coverages to provide more protection without additional premium charge. If **we** do this and **you** have the coverage which is changed, **your** policy will automatically provide the additional coverage as of the date the revision is effective in. Otherwise, this policy contains all of the coverage agreements between **you** and **us**. Its terms may not be changed or waived except by an endorsement issued by **us**.

LEGAL ACTION AGAINST US

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, no legal action may be brought against **us** unless:

1. **we** agree in writing that the **insured** has an obligation to pay; or
2. the amount of that obligation has been finally determined by judgment after trial.

No person or organization has any right under this policy to bring legal action against **us** or to make **us** a party to any legal proceeding to determine the liability of the **insured**.

OUR RIGHT TO RECOVER PAYMENT

- A. If **we** make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another, **we** shall be subrogated to that right. That person shall:
 1. do whatever is necessary to enable **us** to exercise **our** rights; and
 2. do nothing after **accident** or **loss** to prejudice them; and
 3. deliver to **us** any legal papers relating to that recovery.

Our rights do not apply under Paragraph A. with respect to coverage under definition 2. and 3. of **uninsured motor vehicle** if **we**:

1. Have been given prompt written notice of a tentative settlement between an **insured** and the insurer of an **uninsured motor vehicle**; and

2. Fail to 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:

1. That payment will be separate from any amount the **insured** is entitled to recover under the provisions of Uninsured Motorists Coverage; and
 2. **We** also have a right to recover advance payment.
- 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.

MEDIATION

In any claim filed with **us** for **loss to your covered auto**; either party may demand mediation of the claim, prior to taking legal action, by filing a written request with the Department of Insurance 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.

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 facts already mediated.

The Department shall randomly select mediators. Each party may reject one mediator, either before or after the 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.

The mediation shall be conducted as an informal process and formal rules of evidence and procedure need not be observed. Participants must:

1. Have authority to make a binding decision; and
2. Mediate in good faith.

Costs of the mediation shall be shared equally by both parties unless the mediator determines that one party has not mediated in good faith.

POLICY PERIOD AND TERRITORY

This policy applies only to covered **accidents** or covered **losses to your insured cycle** which occur:

1. During the policy period as shown in the Declarations; and

2. Within the policy territory.

The policy territory is:

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

This policy also applies to **loss** to, or **accidents** involving, **your insured cycle** while being transported between their ports.

TERMINATION CANCELLATION, NONRENEWAL, AUTOMATIC TERMINATION, OTHER TERMINATION PROVISIONS

- A. Cancellation. This policy may be cancelled during the policy period as follows:
 1. The named insured shown in the Declarations may cancel by:
 - a) returning this policy to **us**; or
 - b) giving **us** advance written notice of the date cancellation is to take effect.
 2. If this is a new policy, **we** may cancel for any reason within the first 60 days following the date of issuance.
 3. **We** may cancel by mailing by registered or certified mail or United States Post Office proof of mailing to the named insured shown in the Declarations at the address shown in the policy:
 - a. At least 10 days notice if cancellation is for nonpayment of premium; or
 - b. At least 45 days notice in all other cases.
 4. After this policy is in effect for 60 days, and it is not a renewal policy, **we** will cancel only:
 - a. For nonpayment of premium; or
 - b. If the driver's license motor vehicle registration of the named insured or that of:
 - (1) Any operator who either resides in the same household; or
 - (2) Any operator who customarily operates **your insured cycle**; has been suspended or revoked. This must have occurred during:
 - (1) The policy period; or
 - (2) The 180 days immediately preceding the original effective date of the policy; or
 - c. If the policy was obtained through material misrepresentation or fraud.
 5. In the event **we** determine that **you** have been charged an incorrect premium for coverage requested in **your** application for insurance, **we**

shall immediately mail **you** notice of any additional premium due **us**. If within 10 days of the notice of additional premium due (or a longer time period as specified in the notice), **you** fail to either:

- a. Pay the additional premium and maintain this policy in full force under its original terms; or
- b. Cancel this policy and demand a refund of any unearned premium;

then this policy shall be cancelled effective 15 days from the date of the notice (or a longer time period as specified in the notice).

- B. Nonrenewal. If **we** decide not to renew or continue this policy, **we** will mail advance notice to the named insured shown in the Declarations at the address shown in this policy at least 45 days before the end of the policy period. Notice will be mailed by registered or certified mail or United States Postal Office proof of mailing. Subject to this notice requirement, if the policy period is:
 1. Less than 6 months, **we** will have the right not to renew or continue this policy at the end of the policy period.
 2. 6 months or longer, but less than one year, **we** will have the right not to renew or continue this policy at the end of the policy period.
 3. 1 year or longer, **we** will have the right not to renew or continue this policy at each anniversary of its original effective date.
- C. Automatic Termination. If **we** offer to renew or continue **your** policy and **you** or **your** representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that **you** have not accepted **our** offer.

If **you** obtain other insurance on **your insured cycle**, any similar insurance provided by this policy will terminate as to that **cycle** on the effective date of the other insurance.
- D. Dishonored/Insufficient Checks or Credit Cards or Other Forms of Remittance. If **you** pay **your** initial premium by check, credit card, or other form of remittance other than cash, the coverage offered by this Policy is conditioned on the check, credit card, or other form of remittance being honored when presented for payment. If the check, credit card, or other form of remittance is not honored, then **we** shall be deemed not to have accepted the check, credit card, or other form of remittance and this policy shall be void from inception.

If **we** offer to renew the policy and **you** pay **your** renewal premium by check, credit card, or other form of remittance, the coverage offered by this renewal policy is conditioned on the check, credit card, or

other form of remittance being honored by the bank when presented for payment. If the check, credit card, or other form of remittance is not honored, then **we** shall be deemed not to have accepted the check, credit card, or other form of remittance and **you** shall be deemed not to have accepted **our** offer to renew, and this renewal shall be void from inception.

E. Other Termination Provisions.

1. If the law in effect in at the time this policy is issued, renewed or continued:
 - a) Requires a longer notice period;
 - b) Requires a special form of or procedure for giving notice; or
 - c) Modifies any of the stated termination reasons;

we will comply with those requirements.
2. **We** may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
3. If this policy is cancelled, the premium refund, if any, will be computed according to **our** manuals. However, making or offering to make the refund is not a condition of cancellation.
4. The effective date of cancellation stated in the notice shall terminate all coverages under this policy.

TRANSFER OF YOUR INTEREST IN THIS POLICY

- A. **Your** rights and duties under this policy may not be assigned without **our** written consent. However, upon the death of the named insured shown in the Declarations, coverage will be provided until the end of the policy period for:
1. The surviving spouse, if a resident in the same household at the time of death.
 2. The legal representative of the deceased person while acting within the scope of duties of a legal representative. This applies only with respect to the representative's legal responsibility to maintain or use **your insured cycle**.

- B. Coverage will only be provided until the end of the policy period or cancellation, whichever is less.

MISREPRESENTATION AND FRAUD

The statements made by **you** in the application are deemed to be representations. If any representation contained in the application is false, misleading or materially affects the acceptance or rating of this risk by **us**, by either direct misrepresentation, omission, concealment of facts or incorrect statements, this policy may be null and void from its inception.

If any representation contained in any notification of change is false, misleading or materially affects the acceptance or rating of this risk by **us**, by either direct misrepresentation, omission, concealment of facts or incorrect statements, this policy may be null and void from the effective date of the change.

This paragraph shall also apply to misstatement of use and omissions of fact. **We** do not provide coverage for any **insured** who has made fraudulent statements or engaged in fraudulent conduct in connection with any **accident** or **loss** for which coverage is sought under this policy.

TWO OR MORE MOTORCYCLES INSURED

With respect to any **accident** or occurrence to which this or any other policy issued to **you** by **us** applies, the total limit of **our** liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

This provision does not apply to Uninsured Motorists Coverage.

No one will be entitled to receive duplicate payments for the same elements of damage under Uninsured Motorists Coverage.

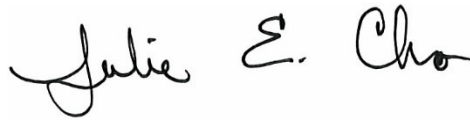
CONFORMITY TO STATE STATUTES

The coverages provided in PART A and PART C of this policy pertaining to Liability and Uninsured Motorists coverages are intended to be in full conformity with the law applying to such coverages. If any provision of such coverages conflicts with such law, such provision is changed to comply with such law.

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

A handwritten signature in black ink, appearing to read "Peter Rendall". The signature is fluid and cursive, with the first name "Peter" and last name "Rendall" clearly distinguishable.

Peter Rendall
President

A handwritten signature in black ink, appearing to read "Julie E. Cho". The signature is fluid and cursive, with the first name "Julie", middle initial "E.", and last name "Cho" clearly distinguishable.

Julie E. Cho
Secretary

YOUR MOTORCYCLE POLICY QUICK REFERENCE

FORMS SECTION

Form No.	Description	Edition Date	Page No.
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We are here to serve **you**...

As **our** policyholder, **your** satisfaction is very important to **us**. If **you** have a question about **your** policy, if **you** need assistance with a problem, or if **you** have a claim, **you** should first contact **your** insurance agent or **us** at 1-800-468-3466. Should **you** have a valid claim, **we** fully expect to provide a fair settlement in a timely fashion.

NOTIFICATION OF PRIVACY POLICY AND PRACTICES

At GMAC Insurance, We Take Your Privacy Seriously

As a valued customer, you are very important to us. To insure you and your family, we need to have certain information about you. But please be assured: We are committed to protecting your privacy. We keep your information secure and confidential, and safeguard it in many ways.

This notice explains the kinds of information we keep, how we protect it, and who may see it.

Your Information Helps Us To Serve You

We want to be sure we have accurate information so that we charge you the correct premium. To do so, we must collect certain necessary information. This information comes from:

- Your application and other insurance forms you complete (which show your name, address, social security number, and other data);
- Your transactions with us, our affiliates, or others (such as your policy coverage, premiums, payment history, and the processing of any claims that you may have with us);
- Outside sources (such as law enforcement and loss reporting agencies, which provide a record of accidents, and state motor vehicles departments), and
- Data we receive from consumer reporting agencies.

Your Information is Kept Confidential and Secure

We restrict access to your personal information only to employees who need it to serve you. We maintain state-of-the-art electronic security, as well as rigorous physical and procedural safeguards, to protect your personal information.

Your Information and Our Marketing Partners

We may disclose all the information described above to other companies or organizations, but only as permitted by law. For example, we may share the information we collect, as described above, with companies that perform marketing services on our behalf and with whom we have joint marketing agreements.

We assure you, however, that we will never sell your information to anyone. We do not reveal information about our customers or former customers to anyone except as permitted by law.

Integon Indemnity Corporation; Integon General Insurance Corporation; Integon Specialty Insurance Company; Integon National Insurance Company; Integon Casualty Insurance Company; Integon Preferred Insurance Company; New South Insurance Company; Salem Underwriters, LLC; Reinsurer of Home State County Mutual Insurance Company (Texas); CIM Insurance Corporation; MIC Property & Casualty Insurance Corporation

**This Endorsement Applies Only If Form Number
GE 601 (01/99) Appears on the Declarations**

TOWING AND LABOR COSTS COVERAGE

Coverage is provided under this endorsement only when noted in the Declarations of this policy. All the provisions of this policy including all amendments thereto apply to the coverage provided by this endorsement.

INSURING AGREEMENT

If **you** pay a premium for towing and labor costs coverage, **we** will pay up to the amount shown in the Declarations each time **your insured cycle** is disabled and up to a total of three (3) occurrences within the policy period for towing and labor costs incurred, other than disablement due to a **loss** under **Collision** and **Other Than Collision** coverage, provided that:

- 1) The labor must be performed at the place of disablement; and
- 2) The disablement does not occur at **your** residence.

**This Endorsement Applies Only If Form Number
GE 602 (01/99) Appears on the Declarations**

LOSS PAYABLE CLAUSE

Loss or damage shall be paid, subject to all the terms of this policy, as interest may appear, to the named insured, the loss payee shown in the Declarations of this policy, both jointly, or separately, at **our** discretion.

Where fraud, misrepresentation, material omission, or intentional damage has been committed by or at the direction of **you** or a **family member**, the loss payee or lienholder's interest will not be protected.

However, **we** reserve the right to cancel or nonrenew the policy as permitted by policy terms and the cancellation or nonrenewal shall terminate this agreement as to the loss payee's interest. **We** will give written notice of cancellation or nonrenewal to the loss payee. Proof of mailing shall be sufficient proof of notice.

When **we** pay the loss payee, **we** shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

**This Endorsement Applies Only If Form Number
GE 605 (01/99) Appears on the Declarations**

ADDITIONAL INSURED - LESSOR

All provisions and exclusions that apply to this policy shall also apply to this endorsement except as changed by this endorsement.

INSURING AGREEMENT

Any coverages afforded under PART A and PART D of this policy for **your insured cycle** shall also apply to the lessor named in the Declarations of this policy as an additional **insured**.

This **insured** is subject to the following additional provisions:

1. **We** will pay damages, except punitive or exemplary damages, for which the lessor becomes legally responsible only if said damages arise out of acts or omissions of:
 - a) You or any family member; or
 - b) Any other person using, maintaining or operating **your insured cycle** with the named insured's permission and within the scope of such except the lessor or any employee or agent of the lessor using **your insured cycle**.
2. If **we** cancel or nonrenew this policy, advance notice provided under this policy will also be mailed to the lessor. Proof of mailing shall be sufficient proof of notice.
3. The lessor is not responsible for payment of premiums.
4. The designation of the lessor as an additional **insured** shall not operate to increase **our** limits of liability under this policy.

**This Endorsement Applies Only If Form Number
GE 607 (02/00) Appears on the Declarations**

ADDITIONAL EQUIPMENT COVERAGE

Coverage is provided under this endorsement only on those insured **cycles** for which **Collision** and **Other Than Collision** coverage is noted in the Declarations and only on additional equipment permanently installed in **your insured cycle** which is specifically listed on the application.

All provisions of this policy apply to the coverage provided by this endorsement except as modified herein.

The provisions and exclusions that apply to **PART D - COVERAGE FOR DAMAGE TO YOUR CYCLE** - also apply to this endorsement except as changed by this endorsement.

The **INSURING AGREEMENT** in **PART D** of this policy is replaced by the following:

INSURING AGREEMENT

We will pay for direct and accidental **loss** to **your insured cycle** including its equipment attached thereto. In addition, **we** will pay for direct and accidental **loss** to additional equipment permanently installed in **your insured cycle** which is specifically listed on the application or applicable schedule and for which a specific premium is noted and paid.

Our limit of liability for **loss** under this endorsement to equipment specifically listed in the applicable schedule will be the lesser of:

1. the **actual cash value** of the stolen or damaged equipment at the time of **loss**;
2. the amount shown as the declared value of the equipment in the applicable schedule; or
3. the amount necessary to repair or replace the property with other of like kind and quality, with a deduction for **depreciation**.

Our liability for the cost of repairing the property is limited to the amount necessary to perform physical repairs to **your** stolen or damaged property. PART D – COVERAGE FOR DAMAGE TO YOUR CYCLE does not cover, and **we** will not pay for, **diminution in value**.

Our payment for **loss** will be reduced by the deductible shown in the Declarations.

**This Endorsement Applies Only If Form Number
GE 608 (01/99) Appears on the Declarations**

MOTORCYCLE STATED AMOUNT ENDORSEMENT

We agree with **you** to amend PART D - COVERAGE FOR DAMAGE TO YOUR MOTORCYCLE. The Limit of Liability is deleted and replaced by the following:

LIMIT OF LIABILITY

Our limit of liability for **loss** will be the lesser of the amount necessary to repair the property, ACV, or the applicable limit of liability stated in the Declarations, minus any deductible shown in the Declarations.

If a repair or replacement results in better than like kind or quality, **we** will not pay for the amount of the betterment.

All other parts of the policy remain unchanged.

**This Endorsement Applies Only If Form Number
FL 609 (02/01) Appears on the Declarations**

PARADE/ESCORT MOTORCYCLE COVERAGE

If **you** pay a premium for PARADE/ESCORT MOTORCYCLE COVERAGE and that coverage is shown in the Declarations, then **your** policy is revised accordingly:

Part A - Liability Coverage:

Exclusion 19 is deleted in its entirety.

Part B - Medical Payments Coverage:

Exclusion 12 is deleted in its entirety.

Part C - Uninsured Motorists Coverage:

Exclusion 10 is deleted in its entirety.

Part D - Coverage for Damage to Your Motorcycle:

Exclusion 16 is deleted in its entirety.

All other terms and conditions of **your** policy remain unchanged.

**This Endorsement Applies Only If Form Number
GE 611 (01/99) Appears on the Declarations**

LAY-A-WAY COVERAGE

It is agreed that if Lay-A-Way Coverage is shown on the Declarations, and in consideration for a reduction in premium:

1. **You** agree that **your insured cycle** will be stored and not in use during the months of:
 - a) December, January, February and March 1st for a 3 month lay-a-way if noted in the Declarations; or
 - b) November, December, January, February, March and April 1st for a 5 month lay-a-way if noted in the Declarations.
2. It is understood and agreed that any and all coverage afforded under this policy is null, void and of no effect with respect to any claim arising from an **accident** or **loss** involving **your insured cycle**, which occurs during the time period noted in the lay-a-way term except for a **loss** covered under Other Than Collision Coverage under PART D if such coverage is shown in the Declarations on the **cycle** suffering **loss**.

All provisions and exclusions that apply to the policy shall also apply to the endorsement except as changed by this endorsement.

**This Endorsement Applies Only If Form Number
GE 612 (01/99) Appears on the Declarations**

GOLF CART COVERAGE

All provisions and exclusions that apply to the policy shall also apply to this endorsement except as changed by this endorsement.

DEFINITIONS

The definition of **motorcycle** or **cycle** shall be redefined throughout the policy to mean a golf cart, as long as the golf cart is used only for transportation within a contained community such as a retirement community or vacation resort. It is understood and agreed that any and all coverage afforded under this policy is null, void and of no effect with respect to any claim arising from an **accident** or **loss** which occurs while the golf cart is being used for any purpose other than transportation within a contained community or used outside a contained community.

All other provisions and parts of the policy remain unchanged.

**This Endorsement Applies Only If Form Number
GE 613 (01/99) Appears on the Declarations**

ALL TERRAIN VEHICLE (ATV) COVERAGE

All provisions and exclusions that apply to the policy shall also apply to this endorsement except as changed by this endorsement.

DEFINITIONS

The definition of **motorcycle** or **cycle** shall be redefined throughout the policy to mean an **all-terrain vehicle (ATV)**.

All-terrain vehicle (ATV) means a factory produced 3, 4 or 6 wheeled vehicle designed for off-road use.

All other provisions and parts of the policy remain unchanged.

**This Endorsement Applies Only If Form Number
GE 614 (01/99) Appears on the Declarations**

SNOWMOBILE COVERAGE

All provisions and exclusions that apply to the policy shall also apply to this endorsement except as changed by this endorsement.

DEFINITIONS

The definition of **motorcycle** or **cycle** shall be redefined throughout the policy to mean a **snowmobile**.

“**Snowmobile**” means a land motor vehicle which is:

- a. Designed for use mainly off public roads on snow or ice; and
- b. Propelled solely by means of the following or similar mechanical devices:
 - (1) Wheels;
 - (2) Crawler-type treads; or
 - (3) Belts.

However, **snowmobile** does not include any vehicle which is propelled by airplane type propellers or fans.

All other provisions and parts of the policy remain unchanged.

**This Endorsement Applies Only If Form Number
GE 615 (11/99) Appears on the Declarations**

ROADSIDE ASSISTANCE

All provisions and exclusions that apply to the policy shall also apply to this endorsement except as changed by this endorsement.

- A. **We** will reimburse **you** up to Four Hundred Dollars (\$400.00) per covered **loss** subject to the limitations set forth below; for motel, transportation, and restaurant expenses **you** actually incur if a covered **loss** occurs to **your covered auto**; and **you** are

more than 100 miles from the address appearing on **your** Declarations.

The following limitations shall apply to expenses incurred by **you**:

- (1) One Hundred Dollars (\$100.00) per day limit for motel expenses;
- (2) Fifty Dollars (\$50.00) per day limit for transportation expenses;
- (3) Fifty Dollars (\$50.00) per day limit for restaurant expenses.

The food, lodging and transportation must be obtained from a commercial source and must begin within 24 hours of the covered **loss**.

- B. In addition to Paragraph A. above, **we** will reimburse **you** up to Three Hundred Dollars (\$300.00) for any motel deposit **you** paid and which is forfeited due to a covered **loss** that occurs to **your covered auto** and **you** are more than 100 miles from the address appearing on **your** Declarations. **We** will reimburse **you** up to the amount noted only if **you** made reasonable efforts to avoid forfeiture of the deposit.
- C. In addition to the above, **we** will reimburse **you** up to Three Hundred Dollars (\$300.00) for emergency roadside service; including tow service to the nearest qualified repair facility; performed on **your covered auto** as a result of a covered **loss** occurring more than 100 miles from the address appearing on **your** Declarations.

You must submit original copies of dated, legible receipts of all expenses incurred in order to obtain reimbursement under this endorsement.

**This Endorsement Applies Only If It Is
Specifically Listed On The Declarations
GE 616 (01/99)**

SAFETY APPAREL COVERAGE

Coverage is provided under this endorsement provided it is specifically listed on the application and one or more insured **cycles** listed on the policy has **Collision** and **Other Than Collision** coverage.

The provisions of PART D – COVERAGE FOR DAMAGE TO YOUR MOTORCYCLE apply to this endorsement except as amended by this endorsement.

I. DEFINITIONS

If **you** pay a premium for SAFETY APPAREL COVERAGE and this coverage is specifically listed on the application, then Part D, COVERAGE FOR DAMAGE TO YOUR MOTORCYCLE will be amended by this endorsement.

For the purposes of this coverage, the following definitions apply:

“**Safety Apparel**” shall mean: protective clothing designed primarily for use in riding **motorcycles** and worn by **you** or a **passenger** while **occupying your insured cycle**, including boots, leggings, pants, gloves, jackets and goggles or glasses. Not included as **Safety**

Apparel and specifically excluded from coverage under this definition are **helmets**, watches, jewelry, wallets, and other personal property not designed to be worn as safety clothing.

II. INSURING AGREEMENT

We will pay for **loss** or damage to **safety apparel** while the **safety apparel** is in use by any person **occupying your insured cycle**, when such **loss** or damage is caused directly, suddenly and accidentally by **collision** or by:

- A. Missiles or falling objects;
- B. Fire or lightning;
- C. Theft or larceny, subject to the following additional conditions:
 - 1. Theft of the **safety apparel** must be the direct result of theft of **your insured cycle**;
 - 2. This endorsement does not cover theft perpetuated or caused by an **insured** or by a **family member** or by any person residing on or in lawful possession of **your insured cycle**;
 - 3. Each such **loss** must be reported to the police within 24 hours after discovery of the **loss**.
- D. Explosion or earthquake;
- E. Windstorm;
- F. Hail, water or flood;
- G. Malicious mischief or vandalism;
- H. Riot or civil commotion;
- I. Contact with bird or animal; or
- J. Breakage of glass.

III. LIMIT OF LIABILITY

Our limit for **Safety Apparel** coverage will not exceed the lowest of:

- A. The cost of repairing the damage; or
- B. The cost of replacing the **safety apparel** damaged or destroyed with other **safety apparel** of like description, condition, quality and value; or
- C. The limit of liability as shown in the Declarations.

We may, at **our** discretion, determine in which of the following ways **we** will settle the **loss**:

- A. By paying the amount of our liability in money; or
- B. By paying the cost of repairing the damage; or
- C. By replacing the damaged **safety apparel** with other **safety apparel** of like description, condition, quality and value.

This Endorsement Applies Only If Form Number FL 618 (02/01) Appears on the Declarations

NONSTACKABLE UNINSURED MOTORIST COVERAGE

This coverage is subject to all the provisions of this policy, including all amendments thereto, with respect to **PART C UNINSURED MOTORIST COVERAGE**, except as modified as follows.

PART C UNINSURED MOTORIST COVERAGE

- I. Paragraph A. under the **EXCLUSIONS** section of **PART C** is modified by adding exclusion number 12 and 13 as follows:
 - 12. While **occupying**, or when struck by, any motor vehicle owned by **you** or a **family member** which is not insured under **PART C**.
 - 13. By any **family member** while **occupying** any motor vehicle **you** own which is insured for this coverage on a primary basis under any other policy.
- II. The **LIMIT OF LIABILITY** section of **PART C** is hereby deleted and replaced as follows:
 - A. When the **insured** is **occupying your insured cycle** at the time of the **accident**:
 - 1. The limit of liability for Uninsured Motorists Coverage stated in the Declarations for each person applicable to that **your insured cycle** is **our** maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of **bodily injury** sustained by any one person in that **accident**; and
 - 2. Subject to this limit for each person, the limit of liability for Uninsured Motorists Coverage stated in the Declarations for each **accident** applicable to that **your insured cycle** is **our** maximum limit of liability for all damages for **bodily injury** resulting from that **accident**.
 - B. When the **insured** is not **occupying your insured cycle** at the time of the **accident**.
 - 1. The highest limit of liability for Uninsured Motorists Coverage stated in the Declarations for each person applicable to any of **your insured cycles** is **our** maximum limit of liability for all damages, including damages for care, loss for services or death, arising out of **bodily injury** sustained by any one person in that **accident**; and

2. Subject to this limit for each person, the highest limit of liability for Uninsured Motorists Coverage stated in the Declarations for each **accident** applicable to any of **your insured cycles** is **our** maximum limit of liability for all damages for **bodily injury** resulting from that **accident**.

This is the most **we** will pay regardless of the number of:

1. **Insureds**;
 2. Claims made;
 3. **Cycles** or premiums shown in the Declarations;
 4. Vehicles involved in the **accident**;
 5. Lawsuits brought; or
 6. Premiums paid.
- C. No one will be entitled to receive duplicate payments for the same element of damages.
- D. **We** will not make a duplicate payment under this coverage for any element of damage for which payment had been made by or on behalf of persons or organizations who may be legally responsible.
- III. The **OTHER INSURANCE** section of **PART C** is hereby deleted and replaced as follows.

OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided under this Part of the policy:

1. Any recovery for damages sustained by **you** or any **family member**:
 - a. While **occupying** a vehicle owned by **you** or any **family member** may equal, but not exceed, the limit of liability for Uninsured Motorists Coverage applicable to that vehicle;

- b. While **occupying** a vehicle not owned by **you** or any **family member** may equal, but not exceed, the sum of:
 - (1) The limit of liability for Uninsured Motorists Coverage applicable to the vehicle **you** or any **family member** were **occupying** at the time of the **accident**; and
 - (2) The highest limit of liability for Uninsured Motorists Coverage applicable to any one vehicle under any one policy affording coverage to **you** or any **family member**.
 - c. While not **occupying** any vehicle may equal, but not exceed, the highest limit of liability for Uninsured Motorists Coverage applicable to any one vehicle under any one policy affording coverage to **you** or any **family member**.
2. Any insurance **we** provide with respect to a vehicle **you** do not own will be excess over any other collectible insurance providing such coverage on a primary basis.
 3. **We** will pay only **our** share of the damages. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits.

This Endorsement Applies Only If Form Number FL 603 (02/01) Appears on the Declarations

NAMED DRIVER EXCLUSION ENDORSEMENT

In consideration of the premium charged for this policy, it is hereby understood and agreed all coverages afforded under this policy are of no effect, and no coverage will be provided under this policy while **your insured cycle** or any vehicle is being driven by, operated by or in the care, custody or control of those persons specifically listed as excluded drivers in the Declarations.

All other terms and provisions of this policy, including all amendments thereto, remain unchanged