

SERFF Tracking Number: PRGS-125702277 State: Arkansas
First Filing Company: Progressive Casualty Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: L080230-AR-MC-1
TOI: 19.0 Personal Auto Sub-TOI: 19.0002 Motorcycle
Product Name: Motorcycle
Project Name/Number: Policy, App, End & Dec for 200801 Release 6/L080230-AR-MC-1

Filing at a Glance

Companies: Progressive Casualty Insurance Company, Progressive Direct Insurance Company, Progressive Northwestern Insurance Company

Product Name: Motorcycle	SERFF Tr Num: PRGS-125702277	State: Arkansas
TOI: 19.0 Personal Auto	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 19.0002 Motorcycle	Co Tr Num: L080230-AR-MC-1	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Alexa Grissom, Betty Montesi
	Author: Pdpq 4	Disposition Date: 07/23/2008
	Date Submitted: 07/14/2008	Disposition Status: Approved
Effective Date Requested (New): 11/14/2008		Effective Date (New): 11/14/2008
Effective Date Requested (Renewal):		Effective Date (Renewal):
State Filing Description:		

General Information

Project Name: Policy, App, End & Dec for 200801 Release 6	Status of Filing in Domicile:
Project Number: L080230-AR-MC-1	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 07/23/2008	
State Status Changed: 07/23/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	

The Arkansas Motorcycle Policy – Form 5979 AR (06/08) replaces the Arkansas Motorcycle Policy – Form 5072 AR (02/06), which was approved on February 7, 2008, in your File # AR-PC-07-026431. Form 5979 AR (06/08) is a state-specific adaptation of the model motorcycle that we developed for use nationwide. A comparison document is included to assist with your review.

Please refer to the attached Summary of Changes document, Form Z572 AR (06/08), for further details. The Summary

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of Changes is submitted for informational purposes only and not for review and approval.

The Arkansas Motorcycle Combo (Agency/Direct) Application – Form 4868 AR (06/08) replaces the Arkansas COMBO (Agency/Direct) Application – Form 4868 AR (02/06), which was approved on June 15, 2006, in your File # AR-PC-06-018477. A comparison document is included to assist with your review.

The Arkansas Off-Road Vehicle Coverage Endorsement – Form Z565 AR (06/08) will replace the Arkansas Off-Road Vehicle Coverage Endorsement – Form Z027 AR (02/06) that was approved on June 15, 2006, in your File # AR-PC-06-018477. Form Z565 AR (06/08) is a state-specific adaptation of the model off-road endorsement that we developed for use nationwide. A comparison document is included to assist with your review.

Company and Contact

Filing Contact Information

Edward P. Simms, Senior Counsel edward_p_simms@progressive.com
 6300 Wilson Mills Rd. N72B (440) 395-3013 [Phone]
 Mayfield Village, OH 44143 (440) 395-3790[FAX]

Filing Company Information

Progressive Casualty Insurance Company	CoCode: 24260	State of Domicile: Ohio
6300 Wilson Mills Road	Group Code: 155	Company Type:
Mayfield Village, OH 44143	Group Name:	State ID Number:
(440) 461-5000 ext. [Phone]	FEIN Number: 34-6513736	

Progressive Direct Insurance Company	CoCode: 16322	State of Domicile: Ohio
6300 Wilson Mills Rd, N72	Group Code: 155	Company Type:
Cleveland, OH 44143	Group Name:	State ID Number:
(440) 461-5000 ext. [Phone]	FEIN Number: 34-1524319	

Progressive Northwestern Insurance Company	CoCode: 42919	State of Domicile: Ohio
6300 Wilson Mills Road	Group Code: 155	Company Type:
Mayfield Village, OH 44143	Group Name:	State ID Number:
(440) 461-5000 ext. [Phone]	FEIN Number: 91-1187829	

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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Progressive Casualty Insurance Company	\$50.00	07/14/2008	21390685
Progressive Direct Insurance Company	\$0.00	07/14/2008	
Progressive Northwestern Insurance Company	\$0.00	07/14/2008	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	07/23/2008	07/23/2008

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Disposition

Disposition Date: 07/23/2008
Effective Date (New): 11/14/2008
Effective Date (Renewal):
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Readability Certificate	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Supporting Document	Comparisons	Approved	Yes
Supporting Document	Summary of Changes	Approved	Yes
Form	Arkansas Motorcycle Policy	Approved	Yes
Form	Arkansas Motorcycle Combo (Agency/Direct) Application	Approved	Yes
Form	Arkansas Off-Road Vehicle Coverage Endorsement	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Arkansas Motorcycle Policy	5979 AR	06/08	Policy/Coverage Replaced	Replaced Form #:41.005072 AR (02/06) Previous Filing #: AR-PC-07-026431		5979_AR_06-08.pdf
Approved	Arkansas Motorcycle Combo (Agency/Direct) Application	4868 AR	06/08	Application/ Replaced Binder/Enrollment	Replaced Form #: 4868 AR (02/06) Previous Filing #: AR-PC-06-018477		4868 (06-08) 1 c.pdf
Approved	Arkansas Off-Road Vehicle Coverage Endorsement	Z565 AR	06/08	Endorsement/Amendment/Conditions Replaced	Replaced Form #:45.10Z027 AR (02/06) Previous Filing #: AR-PC-06-018477		Z565 AR_06-08_1c.pdf

5979 AR 0608



ARKANSAS

MOTORCYCLE POLICY



Form 5979 AR (06/08)

PROGRESSIVE[®]

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ARKANSAS MOTORCYCLE POLICY

INSURING AGREEMENT

In return for **your** payment of the premium, **we** agree to insure **you** subject to all the terms, conditions, and limitations of this policy. **We** will insure **you** for the coverages and the limits of liability shown on this policy's **declarations page**. **Your** policy consists of the policy contract, **your** insurance application, the **declarations page**, and all endorsements to this policy.

GENERAL DEFINITIONS

The following definitions apply throughout the policy. Defined terms are printed in bold-face type and have the same meaning whether in the singular, plural, or any other form.

1. **"Additional motorcycle"** means a **motorcycle you** become the owner of during the policy period that does not permanently replace a **motorcycle** shown on the **declarations page** if:
 - a. **we** insure all other **motorcycles you** own;
 - b. the **additional motorcycle** is not covered by any other insurance policy;
 - c. **you** notify **us** within 30 days of becoming the owner of the **additional motorcycle**; and
 - d. **you** pay any additional premium due.An **additional motorcycle**, including an **off-road vehicle**, will have the broadest coverage **we** provide for any **motorcycle** shown on the **declarations page**. If **you** ask **us** to insure an **additional motorcycle** more than 30 days after **you** become the owner, any coverage **we** provide will begin at the time **you** request coverage.
2. **"Bodily injury"** means bodily harm, sickness, or disease, including death that results from bodily harm, sickness, or disease.
3. **"Covered motorcycle"** means:
 - a. any **motorcycle** shown on the **declarations page** for the coverages applicable to that **motorcycle**;
 - b. any **additional motorcycle**;
 - c. any **replacement motorcycle**; or
 - d. a **loaner motorcycle**.
4. **"Declarations page"** means the document showing **your** coverages, limits of liability, **covered motorcycles**, premium, and other policy-related information. The **declarations page** may also be referred to as the Motorcycle Insurance Coverage Summary.
5. **"Loaner motorcycle"** means a **motorcycle** that is:
 - a. loaned to **you** by a duly licensed dealer:
 - i. as a temporary substitute for a **covered motorcycle** while the **covered motorcycle** is out of use because of breakdown, repair, or servicing; or
 - ii. for use as a demonstrator vehicle; or
 - b. rented or leased from a rental company that is in the business of providing primarily private passenger vehicles to the public under a rental agreement for a period not to exceed 90 days.
6. **"Motorcycle"** means any motorcycle, motorbike, motor scooter, or motorized trike

- that is designed for operation principally upon public roads and has at least two wheels, but not more than three wheels.
7. **“Motorcycle business”** means the business of selling, leasing, repairing, parking, storing, servicing, delivering, or testing vehicles.
 8. **“Occupying”** means in, on, entering, exiting, mounting or dismounting.
 9. **“Off-road vehicle”** means an ATV, dirt bike, golf cart, Segway®, or snowmobile which is designed for operation principally off public roads.
 10. **“Punitive or exemplary damages”** means damages which may be imposed to punish a wrongdoer and to deter others from similar conduct.
 11. **“Relative”** means a person residing in the same household as **you**, and related to **you** by blood, marriage, or adoption, and includes a ward, stepchild, or foster child. **Your** unmarried dependent children temporarily away from home will qualify as a **relative** if they intend to continue to reside in **your** household.
 12. **“Replacement motorcycle”** means a **motorcycle**, including an **off-road vehicle**, that permanently replaces a **motorcycle** shown on the **declarations page**. A **replacement motorcycle** will have the same coverage as the **motorcycle** it replaces if the **replacement motorcycle** is not covered by any other insurance policy. However, if the **motorcycle** being replaced had coverage under Part IV - Damage To A Motorcycle, such coverage will apply to the **replacement motorcycle** only during the first 30 days after **you** become the owner unless **you** notify **us** within that 30-day period that **you** want **us** to extend coverage beyond the initial 30 days. If the **motorcycle** being replaced did not have coverage under Part IV - Damage To A Motorcycle, such coverage may be added, but the **replacement motorcycle** will have no coverage under Part IV until **you** notify **us** of the **replacement motorcycle** and ask **us** to add the coverage.
 13. **“Trailer”** means a non-motorized trailer designed to be towed on public roads by a **motorcycle**.
 14. **“Transport trailer”** means a non-motorized trailer designed to be towed on public roads by a land motor vehicle and principally designed for transporting a **covered motorcycle**.
 15. **“We”**, **“us”**, and **“our”** mean the underwriting company providing the insurance, as shown on the **declarations page**.
 16. **“You”** and **“your”** mean:
 - a. a person shown as a named insured on the **declarations page**; and
 - b. the spouse of a named insured if residing in the same household at the time of the loss.

PART I - LIABILITY TO OTHERS

INSURING AGREEMENT

If **you** pay the premium for this coverage, **we** will pay damages for **bodily injury** and **property damage** for which an **insured person** becomes legally responsible because of an accident.

Damages include prejudgment interest awarded against an **insured person**.

We will settle or defend, at **our** option, any claim for damages covered by this Part I.

ADDITIONAL DEFINITIONS

When used in this Part I:

1. **“Insured person”** means:
 - a. **you** or a **relative** with respect to an accident arising out of the ownership, maintenance, or use of a **motorcycle**;
 - b. any person with respect to an accident arising out of that person’s use of a **covered motorcycle** with the permission of **you** or a **relative**;
 - c. any person or organization with respect only to vicarious liability for the acts or omissions of a person described in a or b above; and
 - d. any Additional Interest shown on the **declarations page** with respect only to its liability for the acts or omissions of a person described in a or b above.
2. **“Property damage”** means physical damage to, destruction of, or loss of use of tangible property.

ADDITIONAL PAYMENTS

In addition to **our** limit of liability, **we** will pay for an **insured person**:

1. all expenses **we** incur in the settlement of any claim or defense of any lawsuit;
2. interest accruing after entry of judgment, until **we** have paid, offered to pay, or deposited in court that portion of the judgment which does not exceed **our** limit of liability. This does not apply if **we** have not been given notice of suit or the opportunity to defend an **insured person**;
3. the premium on any appeal bond or attachment bond required in any lawsuit **we** defend. **We** have no duty to purchase a bond in an amount exceeding **our** limit of liability, and **we** have no duty to apply for or furnish these bonds;
4. up to \$250 for a bail bond required because of an accident resulting in **bodily injury** or **property damage** covered under this Part I. **We** have no duty to apply for or furnish this bond; and
5. reasonable expenses, including loss of earnings up to \$200 per day, incurred at **our** request.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART I.

Coverage under this Part I, including **our** duty to defend, will not apply to any **insured person** for:

1. **bodily injury** or **property damage** arising out of the ownership, maintenance, or use of any motorcycle while being used:
 - a. to carry or escort persons or property for compensation or a fee; or
 - b. for retail or wholesale delivery, including, but not limited to, the pickup, transport, or delivery of magazines, newspapers, mail, or food.This exclusion does not apply to ride-share arrangements or to use of a **motorcycle** for charitable events;

2. any liability assumed under any contract or agreement by **you** or a **relative**;
3. **bodily injury** to an employee of that **insured person** arising out of or within the course of employment. This exclusion does not apply to domestic employees if benefits are neither paid nor required to be provided under workers' compensation, disability benefits, or similar laws;
4. **bodily injury** or **property damage** arising out of an accident involving any motorcycle while being maintained or used by a person while employed or engaged in any **motorcycle business**. This exclusion does not apply to **you**, a **relative**, or an agent or employee of **you** or a **relative**, when using a **covered motorcycle**;
5. **bodily injury** or **property damage** resulting from, or sustained during practice or preparation for:
 - a. any pre-arranged or organized:
 - (i) racing;
 - (ii) stunting;
 - (iii) speed, or demolition contest or activity; or
 - b. any riding activity conducted on a permanent or temporary racetrack, race-course, or during any closed course event.

This exclusion does not apply to use of a **motorcycle** for escorting participants in charitable racing events;
6. **bodily injury** or **property damage** due to a nuclear reaction or radiation;
7. **bodily injury** or **property damage** for which insurance:
 - a. is afforded under a nuclear energy liability insurance contract; or
 - b. would be afforded under a nuclear energy liability insurance contract but for its termination upon exhaustion of its limit of liability;
8. any obligation for which the United States Government is liable under the Federal Tort Claims Act;
9. **bodily injury** or **property damage** caused by an intentional act of that **insured person**, or at the direction of that **insured person**, even if the actual injury or damage is different than that which was intended or expected;
10. **property damage** to any property owned by, rented to, being transported by, used by, or in the charge of that **insured person**. This exclusion does not apply to a rented residence or a rented garage;
11. **bodily injury** to **you** or a **relative**;
12. **bodily injury** or **property damage** arising out of the ownership, maintenance, or use of any motorcycle owned by **you** or furnished or available for **your** regular use, other than a **covered motorcycle** for which this coverage has been purchased;
13. **bodily injury** or **property damage** arising out of the ownership, maintenance, or use of any motorcycle owned by a **relative** or furnished or available for the regular use of a **relative**, other than a **covered motorcycle** for which this coverage has been purchased. This exclusion does not apply to **your** maintenance or use of such motorcycle;
14. **bodily injury** or **property damage** arising out of **your** or a **relative's** use of a motorcycle, other than a **covered motorcycle**, without the permission of the owner of the motorcycle or the person in lawful possession of the motorcycle;

15. **bodily injury** or **property damage** arising out of the use of a **covered motorcycle** while leased or rented to others or given in exchange for any compensation. This exclusion does not apply to the operation of a **covered motorcycle** by **you** or a **relative**;
16. **punitive or exemplary damages**; or
17. **bodily injury** or **property damage** caused by, or reasonably expected to result from, a criminal act or omission of that **insured person**. This exclusion applies regardless of whether that **insured person** is actually charged with, or convicted of, a crime. For purposes of this exclusion, criminal acts or omissions do not include traffic violations.

LIMITS OF LIABILITY

The limit of liability shown on the **declarations page** for liability coverage is the most **we** will pay regardless of the number of:

1. claims made;
2. **covered motorcycles**;
3. **insured persons**;
4. lawsuits brought;
5. vehicles involved in the accident; or
6. premiums paid.

If **your declarations page** shows a split limit:

1. the amount shown for “each person” is the most **we** will pay for all damages due to **bodily injury** to one person resulting from any one accident;
2. subject to the “each person” limit, the amount shown for “each accident” is the most **we** will pay for all damages due to **bodily injury** sustained by two or more persons in any one accident; and
3. the amount shown for “property damage” is the most **we** will pay for the total of all **property damage** resulting from any one accident.

The “each person” limit of liability applies to the total of all claims made for **bodily injury** to a person and all claims of others, if allowed by law, derived from such **bodily injury**, including, but not limited to, emotional injury or mental anguish resulting from the **bodily injury** of another or from witnessing the **bodily injury** to another, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death.

If the **declarations page** shows that “combined single limit” or “CSL” applies, the amount shown is the most **we** will pay for the total of all damages resulting from any one accident. However, without changing this limit of liability, **we** will comply with any law that requires **us** to provide any separate limits.

No one is entitled to duplicate payments for the same elements of damages.

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

A **motorcycle** and attached **trailer** are considered one **motorcycle**. Therefore, the limits of liability will not be increased for an accident involving a **motorcycle** that has an attached **trailer**.

FINANCIAL RESPONSIBILITY LAWS

When **we** certify this policy as proof of financial responsibility, this policy will comply with the law to the extent required. The **insured person** 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 any other applicable liability insurance or bond, **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.

However, any insurance **we** provide for a motorcycle, other than a **covered motorcycle**, will be excess over any other collectible insurance, self-insurance, or bond.

OUT-OF-STATE COVERAGE

If an accident to which this Part I applies occurs in any state, territory, or possession of the United States of America or any province or territory of Canada, other than the one in which a **covered motorcycle** is principally garaged, and the state, province, territory, or possession has:

1. a financial responsibility or similar law requiring limits of liability for **bodily injury** or **property damage** higher than the limits shown on the **declarations page**, this policy will provide the higher limits; or
2. a compulsory insurance or similar law requiring a non-resident to maintain insurance whenever the non-resident uses a **motorcycle** in that state, province, territory, or possession, this policy will provide the greater of:
 - a. the required minimum amounts and types of coverage; or
 - b. the limits of liability under this policy.

RIGHT OF DIRECT ACTION

Any person entitled to payment of damages covered under this Part I, or his or her personal representative, shall be subrogated to the right of the person shown as the named insured on the **declarations page** for payment under this Part I. If a judgment against an **insured person** remains unsatisfied after 30 days from the date notice of entry of judgment was served on either the **insured person**, the attorney for the **insured person**, or **us**, the injured person, or his or her personal representative, may maintain an action against **us** for the amount of the judgment not exceeding **our** Limits of Liability.

PART II(A) - PERSONAL INJURY PROTECTION COVERAGE

INSURING AGREEMENT - MEDICAL AND HOSPITAL BENEFITS COVERAGE

If **you** pay the premium for this coverage, **we** will pay for reasonable and necessary **medical and hospital benefits** because of **bodily injury**:

1. sustained by an **insured person**;
2. caused by an accident; and
3. arising out of the ownership, maintenance or use of a motor vehicle.

INSURING AGREEMENT - INCOME DISABILITY BENEFITS COVERAGE

If **you** pay the premium for this coverage, **we** will pay for **income disability benefits** because of **bodily injury**:

1. sustained by an **insured person**;
2. caused by an accident; and
3. arising out of the ownership, maintenance or use of a motor vehicle.

INSURING AGREEMENT - ACCIDENTAL DEATH BENEFITS COVERAGE

If **you** pay the premium for this coverage, **we** will pay the amount stated on the **declarations page** if an **insured person** dies within one year of the date of an accident as a result of **bodily injury**:

1. caused by the accident; and
2. arising out of the ownership, maintenance or use of a motor vehicle.

ADDITIONAL DEFINITIONS

When used in this Part II(A):

1. **"Income disability benefits"** means loss of income from work the **insured person** would have performed had the **insured person** not sustained **bodily injury**. However, if the **insured person** is a non-income earner, **income disability benefits** means expenses reasonably incurred for essential services in lieu of those the **insured person** would have performed without income had the **insured person** not sustained **bodily injury**. **Income disability benefits** apply only to the period beginning eight days after the date of the accident and not exceeding 52 weeks. **Income disability benefits** do not include any loss or expense after the death of the **insured person**.
2. **"Insured person"** and **"insured persons"** mean:
 - a. **you** or any **relative**; and
 - b. any other person:
 - (i) while **occupying a covered motorcycle**; or
 - (ii) when struck by a **covered motorcycle** while a pedestrian, bicyclist, or motorcyclist, or while riding on an animal or in a horse-drawn wagon or cart.
3. **"Medical and hospital benefits"** means all reasonable and necessary expenses for medical, hospital, nursing, dental, surgical, ambulance, funeral, and prosthetic services incurred within 24 months after the accident, and may include any non-medical remedial care and treatment rendered in accordance with a recognized

religious method of healing. Expenses for hospital charges are limited to semi-private accommodations.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART II(A).

Coverage under this Part II(A) will not apply to **bodily injury**:

1. sustained by any person, other than **you** or a **relative**, who is a named insured or additional insured under any other valid and collectible motor vehicle insurance policy providing the minimum personal injury protection coverages required by law;
2. sustained by any person who intentionally caused such **bodily injury**;
3. sustained by any person while in the commission of a felony or while seeking to elude lawful apprehension or arrest by a law enforcement official;
4. to the extent benefits are paid or payable under any workers' compensation law, disability benefits law or similar law. This exclusion does not apply to Accidental Death Benefits Coverage;
5. resulting from, or sustained during practice or preparation for:
 - a. any pre-arranged or organized:
 - (i) racing;
 - (ii) stunting;
 - (iii) speed, or demolition contest or activity; or
 - b. any riding activity conducted on a permanent or temporary racetrack, racecourse, or during any closed course event.

This exclusion does not apply to use of a **motorcycle** for escorting participants in charitable racing events;

6. sustained by any person while **occupying** or when struck by any vehicle owned by **you** or furnished or available for **your** regular use, other than a **covered motorcycle** for which this coverage has been purchased;
7. sustained by any person while **occupying** or when struck by any vehicle owned by a **relative** or furnished or available for the regular use of a **relative**, other than a **covered motorcycle** for which this coverage has been purchased. This exclusion does not apply to **your** maintenance or use of such vehicle;
8. sustained by any person while **occupying** any vehicle or trailer while located for use as a residence or premises;
9. sustained by any person while **occupying** a **covered motorcycle** while it is being used:
 - a. to carry or escort persons or property for compensation or a fee; or
 - b. for retail or wholesale delivery, including, but not limited to, the pickup, transport, or delivery of magazines, newspapers, mail, or food.

This exclusion does not apply to ride-share arrangements or to use of a **motorcycle** for charitable events;

10. arising out of an accident involving any vehicle while being maintained or used by a person while employed or engaged in any **motorcycle business**. This exclusion does not apply to **you**, a **relative**, or an agent or employee of **you** or a **relative**, when using a **covered motorcycle**;
11. due to a nuclear reaction or radiation;

12. for which insurance:
 - a. is afforded under a nuclear energy liability insurance contract; or
 - b. would be afforded under a nuclear energy liability insurance contract but for its termination upon exhaustion of its limit of liability;
13. caused directly or indirectly by:
 - a. war (declared or undeclared) or civil war;
 - b. warlike action by any military force of any government, sovereign or other authority using military personnel or agents. This includes any action taken to hinder or defend against an actual or expected attack; or
 - c. insurrection, rebellion, revolution, usurped power, or any action taken by a governmental authority to hinder or defend against any of these acts;
14. caused directly or indirectly by:
 - a. any accidental or intentional discharge, dispersal, or release of radioactive, nuclear, pathogenic, or poisonous biological material; or
 - b. any intentional discharge, dispersal, or release of chemical or hazardous material for any purpose other than its safe and useful purpose; or
15. to **you** or a **relative** while **occupying** any vehicle, other than a **covered motorcycle**, without the permission of the owner of the vehicle or the person in lawful possession of the vehicle.

LIMITS OF LIABILITY

The limits of liability shown on the **declarations page** for the coverages provided under this Part II(A) are the most **we** will pay for each **insured person** in any one accident, regardless of the number of:

1. claims made;
2. **covered motorcycles**;
3. **insured persons**;
4. lawsuits brought;
5. vehicles involved in the accident; or
6. premiums paid.

The limit of liability for Medical and Hospital Benefits is shown on the **declarations page**.

The limit of liability for Accidental Death Benefits is shown on the **declarations page**.

The limit of liability for Income Disability Benefits is:

1. 70% of the loss of gross income per week, not to exceed \$140 per week, if the **insured person** earned income from work at the time of the accident; or
2. \$70 per week, or any fractional part of a week, if the **insured person** did not earn income from work at the time of the accident.

In determining the amount payable under this Part II(A), the amount of damages sustained by the **insured person** due to **bodily injury** will be reduced by all sums paid or payable for the same elements of damages under:

1. Part I - Liability To Others; and
2. Part III - Uninsured/Underinsured Motorist Coverage.

OTHER INSURANCE

1. With respect to **bodily injury** sustained by a **relative**, any Medical and Hospital Benefits Coverage or Income Disability Benefits Coverage afforded by this Part II(A) shall be excess over any other similar coverage provided by a motor vehicle insurance policy under which the **relative** is a named insured.
2. If **you** or a **relative** are insured under any other motor vehicle insurance policy providing coverage for income disability benefits or similar coverage, the most that **you** or a **relative** may recover for **income disability benefits** shall not exceed the amount payable under the policy providing the highest limits of liability.
3. No coverage will be provided under this Part II(A) for any person, other than **you** or a **relative**, who is a named insured or additional insured under any other valid and collectible motor vehicle insurance policy providing the minimum personal injury protection coverages required by law.

Subject to 1, 2, and 3 above, if there is other applicable personal injury protection 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.

No one shall be entitled to recover duplicate payments for **income disability benefits** or **medical and hospital benefits** under this or any other motor vehicle insurance policy.

PART II(B) - MOTORCYCLE MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

If **you** pay the premium for this coverage, **we** will pay the reasonable expenses incurred for necessary **medical services** received within three years from the date of a motor vehicle accident because of **bodily injury**:

1. sustained by an **insured person**; and
2. caused by that motor vehicle accident.

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

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

ADDITIONAL DEFINITIONS

When used in this Part II(B):

1. "**Insured person**" means:
 - a. **you** or a **relative**:
 - (i) while **occupying** a **motorcycle**; or
 - (ii) when struck by a motor vehicle or a trailer while not **occupying** a self-propelled motorized vehicle; and
 - b. any other person while **occupying** a **covered motorcycle** with the permission of **you** or a **relative**.
2. "**Medical services**" means medical, surgical, dental, x-ray, ambulance, hospital, professional nursing, and funeral services, and includes the cost of eyeglasses, hearing aids, pharmaceuticals, and orthopedic and prosthetic devices.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART II(B).

Coverage under this Part II(B) will not apply to **bodily injury**:

1. sustained by any person while **occupying** a **covered motorcycle** while it is being used:
 - a. to carry or escort persons or property for compensation or a fee; or
 - b. for retail or wholesale delivery, including, but not limited to, the pickup, transport, or delivery of magazines, newspapers, mail, or food.This exclusion does not apply to ride-share arrangements or to use of a **motorcycle** for charitable events;
2. arising out of an accident involving a vehicle while being maintained or used by a person while employed or engaged in any **motorcycle business**. This exclusion does not apply to **you**, a **relative**, or an agent or employee of **you** or a **relative**, when using a **covered motorcycle**;
3. resulting from, or sustained during practice or preparation for:
 - a. any pre-arranged or organized:
 - (i) racing;
 - (ii) stunting;
 - (iii) speed, or demolition contest or activity; or
 - b. any riding activity conducted on a permanent or temporary racetrack, racecourse, or during any closed course event.This exclusion does not apply to use of a **motorcycle** for escorting participants in charitable racing events;
4. due to a nuclear reaction or radiation;
5. for which insurance:
 - a. is afforded under a nuclear energy liability insurance contract; or
 - b. would be afforded under a nuclear energy liability insurance contract but for its termination upon exhaustion of its limit of liability;
6. for which the United States Government is liable under the Federal Tort Claims Act;
7. sustained by any person while **occupying** any vehicle while located for use as a residence or premises;
8. if workers' compensation benefits are available for the **bodily injury**;
9. sustained by any person while **occupying** or when struck by any vehicle owned by **you** or furnished or available for **your** regular use, other than a **covered motorcycle** for which this coverage has been purchased;
10. sustained by any person while **occupying** or when struck by any vehicle owned by a **relative** or furnished or available for the regular use of a **relative**, other than a **covered motorcycle** for which this coverage has been purchased. This exclusion does not apply to **you**;
11. to **you** or a **relative** while **occupying** any vehicle, other than a **covered motorcycle**, without the permission of the owner of the vehicle or the person in lawful possession of the vehicle;
12. to any person while **occupying** a **covered motorcycle** while leased or rented to others or given in exchange for any compensation. This exclusion does not apply to the operation of a **covered motorcycle** by **you** or a **relative**;

13. caused directly or indirectly by:
 - a. war (declared or undeclared) or civil war;
 - b. warlike action by any military force of any government, sovereign or other authority using military personnel or agents. This includes any action taken to hinder or defend against an actual or expected attack; or
 - c. insurrection, rebellion, revolution, usurped power, or any action taken by a governmental authority to hinder or defend against any of these acts;
14. caused directly or indirectly by:
 - a. any accidental or intentional discharge, dispersal or release of radioactive, nuclear, pathogenic, or poisonous biological material; or
 - b. any intentional discharge, dispersal or release of chemical or hazardous material for any purpose other than its safe and useful purpose; or
15. caused by, or reasonably expected to result from, a criminal act or omission of an **insured person**. This exclusion applies regardless of whether the **insured person** is actually charged with, or convicted of, a crime. For purposes of this exclusion, criminal acts or omissions do not include traffic violations.

LIMITS OF LIABILITY

The limit of liability shown on the **declarations page** for Motorcycle Medical Payments Coverage is the most **we** will pay for each **insured person** injured in any one accident, regardless of the number of:

1. claims made;
2. **covered motorcycles**;
3. **insured persons**;
4. lawsuits brought;
5. vehicles involved in the accident; or
6. premiums paid.

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

Any amount payable to an **insured person** under this Part II(B) will be reduced by any amount paid or payable for the same expense under Part I - Liability To Others or Part III - Uninsured/Underinsured Motorist Coverage.

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

UNREASONABLE OR UNNECESSARY MEDICAL EXPENSES

If an **insured person** incurs expenses for **medical services** that **we** deem to be unreasonable or unnecessary, **we** may refuse to pay for those expenses and contest them.

If the medical service provider sues the **insured person** because **we** refuse to pay expenses for **medical services** that **we** deem to be unreasonable or unnecessary, **we** will pay any resulting defense costs, and any resulting judgment against the **insured person**, subject to the limit of liability for this coverage. **We** will choose the counsel. **We** will also pay reasonable expenses, including loss of earnings up to \$200 per day, incurred at **our** request.

The **insured person** may not sue **us** for expenses for **medical services** **we** deem to be unreasonable or unnecessary unless the **insured person** paid the entire disputed amount to the medical service provider or the medical service provider has initiated collection activity against the **insured person** for the unreasonable or unnecessary expenses.

OTHER INSURANCE

If there is other applicable vehicle medical payments 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 for an **insured person** **occupying** a motorcycle, other than a **covered motorcycle**, will be excess over any other **motorcycle** insurance providing payments for **medical services**.

PART III - UNINSURED/UNDERINSURED MOTORIST COVERAGE

INSURING AGREEMENT - UNINSURED MOTORIST BODILY INJURY COVERAGE

If **you** pay the premium for this coverage, **we** will pay for damages that an **insured person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** because of **bodily injury**:

1. sustained by an **insured person**;
2. caused by an accident; and
3. arising out of the ownership, maintenance, or use of an **uninsured motor vehicle**.

INSURING AGREEMENT - UNDERINSURED MOTORIST BODILY INJURY COVERAGE

If **you** pay the premium for this coverage, **we** will pay for damages that an **insured person** is legally entitled to recover from the owner or operator of an **underinsured motor vehicle** because of **bodily injury**:

1. sustained by an **insured person**;
2. caused by an accident; and
3. arising out of the ownership, maintenance, or use of an **underinsured motor vehicle**.

We will pay under this Part III only after the limits of liability under all applicable bodily injury liability bonds and policies have been exhausted by payment of judgments or settlements.

INSURING AGREEMENT - UNINSURED MOTORIST PROPERTY DAMAGE COVERAGE

If **you** pay the premium for this coverage, **we** will pay for damages that an **insured person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** due to **property damage**:

1. caused by an accident; and
2. arising out of the ownership, maintenance or use of an **uninsured motor vehicle**.

NOTICE AND CONSENT REQUIREMENT

In order for coverage under this Part III to apply, an **insured person** must send to **us**, by certified mail, return receipt requested, written notice of any tentative settlement agreement reached with the owner or operator of an **underinsured motor vehicle**, or that person's liability insurer. However, this notice requirement shall not apply when **we** are making that offer of settlement as insurer of the owner or operator of the **underinsured motor vehicle**. The notice shall include:

1. written documentation of economic losses incurred, including copies of all medical bills;
2. written authorization or a court order allowing **us** to obtain medical reports from all employers and medical providers; and
3. written confirmation from the owner's or operator's liability insurer as to the amount of the liability limits and the terms of the settlement agreement. The agreement shall not include any sum representing **punitive or exemplary damages**.

Within 30 days of **our** receipt of written notice of the tentative settlement agreement, **we** may pay the sum offered in settlement to the **insured person**. If **we** do this, **we** are subrogated to the **insured person's** right of recovery against the owner or operator of the **underinsured motor vehicle**, to the extent of **our** payment, and the **insured person** must assign to **us** all rights to any amount subsequently paid from all applicable liability bonds and policies.

Any judgment or settlement for damages against an owner or operator of an **uninsured motor vehicle** or an **underinsured motor vehicle** that arises out of a lawsuit brought without **our** written consent is not binding on **us**.

ADDITIONAL DEFINITIONS

When used in this Part III:

1. "**Insured person**" means:
 - a. **you** or a **relative**;
 - b. any person while operating a **covered motorcycle** with the permission of **you** or a **relative**;
 - c. any person **occupying**, but not operating, a **covered motorcycle**; and
 - d. any person who is entitled to recover damages covered by this Part III because of **bodily injury** sustained by a person described in a, b, or c above.

2. **“Property damage”** means physical damage to, destruction of, or loss of use of a **covered motorcycle**.
3. **“Underinsured motor vehicle”** means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of the accident, but its limit of liability for bodily injury is less than the amount of the **insured person’s bodily injury** damages.

An **“underinsured motor vehicle”** does not include any vehicle or equipment:

- a. owned by **you** or a **relative** or furnished or available for the regular use of **you** or a **relative**;
 - b. operated on rails or crawler treads;
 - c. while located for use as a residence or premises;
 - d. that is a **covered motorcycle**; or
 - e. that is an **uninsured motor vehicle**.
4. **“Uninsured motor vehicle”** means a land motor vehicle or trailer of any type:
 - a. to which no bodily injury liability bond or policy applies at the time of the accident;
 - b. to which a bodily injury liability bond or policy applies at the time of the accident, but the bonding or insuring company:
 - (i) denies coverage; or
 - (ii) is insolvent, or becomes so within one year of the date of the accident; or
 - c. that is a hit-and-run vehicle whose owner or operator cannot be identified and which strikes:
 - (i) **you** or a **relative**;
 - (ii) a vehicle that **you** or a **relative** are **occupying**; or
 - (iii) a **covered motorcycle**;

provided that the **insured person**, or someone on his or her behalf, reports the accident to the police or civil authority within 24 hours or as soon as practicable after the accident.

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

- a. owned by **you** or a **relative** or furnished or available for the regular use of **you** or a **relative**;
- b. owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer that is or becomes insolvent;
- c. operated on rails or crawler treads;
- d. while located for use as a residence or premises;
- e. that is a **covered motorcycle**; or
- f. that is an **underinsured motor vehicle**.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART III.

- A. Coverage under this Part III will not apply:
 1. to **bodily injury** sustained by any person while using or **occupying**:
 - a. a **covered motorcycle** while being used:
 - (i) to carry or escort persons or property for compensation or a fee; or
 - (ii) for retail or wholesale delivery, including, but not limited to, the pick-up, transport, or delivery of magazines, newspapers, mail, or food.

This exclusion does not apply to ride-share arrangements or to use of a **motorcycle** for charitable events; or

- b. a motor vehicle that is owned by or available for the regular use of **you** or a **relative**. This exclusion does not apply to a **covered motorcycle** that is insured under this Part III;
2. to **bodily injury** sustained by **you** or a **relative** while using any vehicle, other than a **covered motorcycle**, without the permission of the owner of the vehicle or the person in lawful possession of the vehicle;
3. to **bodily injury** resulting from, or sustained during practice or preparation for:
 - a. any pre-arranged or organized:
 - (i) racing;
 - (ii) stunting;
 - (iii) speed, or demolition contest or activity; or
 - b. any riding activity conducted on a permanent or temporary racetrack, race-course, or during any closed course event.

This exclusion does not apply to use of a **motorcycle** for escorting participants in charitable racing events;

4. directly or indirectly to benefit any insurer or self-insurer under any of the following or similar laws:
 - a. workers' compensation law; or
 - b. disability benefits law;
5. to any **punitive or exemplary damages**; or
6. to **bodily injury** sustained by any person if that person or the legal representative of that person settles without **our** written consent.

B. Coverage under this Part III will not apply to **property damage:**

1. sustained while a **covered motorcycle** is being used:
 - a. to carry or escort persons or property for compensation or a fee; or
 - b. for retail or wholesale delivery, including, but not limited to, the pickup, transport, or delivery of magazines, newspapers, mail, or food.

This exclusion does not apply to ride-share arrangements or to use of a **motorcycle** for charitable events; or

2. resulting from, or sustained during practice or preparation for:
 - a. any pre-arranged or organized:
 - (i) racing;
 - (ii) stunting;
 - (iii) speed, or demolition contest or activity; or
 - b. any riding activity conducted on a permanent or temporary racetrack, race-course, or during any closed course event.

This exclusion does not apply to use of a **motorcycle** for escorting participants in charitable racing events;

3. to a **covered motorcycle** for which insurance:
 - a. is afforded under a nuclear energy liability insurance contract; or
 - b. would be afforded under a nuclear energy liability insurance contract but for its termination upon exhaustion of its limit of liability; or
4. to a trailer.

LIMITS OF LIABILITY

The limit of liability shown on the **declarations page** for Uninsured/Underinsured Motorist Coverage is the most **we** will pay regardless of the number of:

1. claims made;
2. **covered motorcycles**;
3. **insured persons**;
4. lawsuits brought;
5. vehicles involved in the accident; or
6. premiums paid.

If **your declarations page** shows a split limit:

1. the amount shown for “each person” is the most **we** will pay for all damages due to **bodily injury** to one person resulting from any one accident;
2. subject to the “each person” limit, the amount shown for “each accident” is the most **we** will pay for all damages due to **bodily injury** sustained by two or more persons in any one accident; and
3. the amount shown for “property damage” is the most **we** will pay for the aggregate of all **property damage** caused by any one accident.

The “each person” limit of liability includes the total of all claims made for **bodily injury** to an **insured person** and all claims of others derived from such **bodily injury**, including, but not limited to, emotional injury or mental anguish resulting from the **bodily injury** of another or from witnessing the **bodily injury** to another, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death.

If the **declarations page** shows that “combined single limit” or “CSL” applies, the amount shown is the most **we** will pay for the total of all damages resulting from any one accident. However, without changing this total limit of liability, **we** will comply with any law that requires **us** to provide any separate limits.

In determining the amount payable under this Part III, the amount of the damages sustained by the **insured person** due to **bodily injury** will be reduced by all sums:

1. paid by or on behalf of any persons or organizations that may be legally responsible;
2. paid under Part I - Liability To Others; and
3. paid or payable because of **bodily injury** under any of the following or similar laws:
 - a. workers’ compensation law; or
 - b. disability benefits law.

The limit of liability for **property damage** to a **covered motorcycle** is the lowest of:

1. the actual cash value of the **covered motorcycle** at the time of the accident;
2. the amount necessary to replace the **covered motorcycle**;
3. the amount necessary to repair the **covered motorcycle** to its pre-loss condition; or
4. the limit of liability shown on the **declarations page** for Uninsured Motorist Property Damage.

The limit of liability for **property damage** under this Part III will be reduced by all sums paid because of **property damage** by or on behalf of any persons or organizations that may be legally responsible, including, but not limited to, all sums paid under Part I - Liability To Others.

Payments for **property damage** under this Part III are subject to the following provisions:

1. any amount payable under this Part III for **property damage** shall be subject to the deductible shown on the **declarations page**;
2. no more than one deductible shall be applied to any one accident;
3. the deductible under this Part III shall not apply if:
 - a. the operator of the **uninsured motor vehicle** has been positively identified and is solely at fault; and
 - b. the **covered motorcycle** is insured for Collision Coverage under Part IV - Damage To A Motorcycle; and
4. IN THE REPAIR OF **YOUR COVERED MOTOR VEHICLE** UNDER THE PHYSICAL DAMAGE COVERAGE PROVISIONS OF THIS POLICY, **WE** MAY REQUIRE OR SPECIFY THE USE OF MOTOR VEHICLE 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.

We will not pay under this Part III any expenses paid or payable under Part II(B) - Motorcycle Medical Payments Coverage.

No one will be entitled to duplicate payments for the same elements of damages.

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

OTHER INSURANCE

If there is other applicable uninsured or underinsured motorist coverage, **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 available coverage limits. However, any insurance **we** provide under this Part III with respect to a motorcycle that is not a **covered motorcycle** will be excess over any other uninsured or underinsured motorist coverage.

ARBITRATION

If **we** and an **insured person** cannot agree on:

1. the legal liability of the operator or owner of an **underinsured motor vehicle** or **uninsured motor vehicle**; or
 2. the amount of the damages sustained by the **insured person**;
- this will be determined by arbitration if **we** and the **insured person** mutually agree to arbitration prior to the expiration of the bodily injury statute of limitations in the state in which the accident occurred.

In the event of arbitration, each party will select an arbitrator. The two arbitrators will select a third. If the two arbitrators cannot agree on a third arbitrator within 30 days, then on joint application by the **insured person** and **us**, the third arbitrator will be appointed by a court having jurisdiction.

Each party will pay the costs and fees of its arbitrator and any other expenses it incurs. The costs and fees of the third arbitrator will be shared equally.

Unless both parties agree otherwise, arbitration will take place in the county in which the **insured person** resides. Local rules of procedure and evidence will apply.

A decision agreed to by two of the arbitrators will determine:

1. the legal liability of the operator or owner of an **underinsured motor vehicle** or **uninsured motor vehicle**; and
2. the amount of the damages sustained by the **insured person**;
but will not be binding on either the **insured person** or **us**.

The arbitrators will have no authority to award an amount in excess of the limit of liability.

We and an **insured person** may agree to an alternate form of arbitration.

PART IV - DAMAGE TO A MOTORCYCLE

INSURING AGREEMENT - COLLISION COVERAGE

If **you** pay the premium for this coverage, **we** will pay for sudden, direct, and accidental loss to a **covered motorcycle** or a **non-owned motorcycle** resulting from **collision**.

INSURING AGREEMENT - COMPREHENSIVE COVERAGE

If **you** pay the premium for this coverage, **we** will pay for sudden, direct, and accidental loss to a **covered motorcycle** or a **non-owned motorcycle** that is not caused by **collision**.

A loss not caused by **collision** includes:

1. contact with an animal (including a bird);
2. explosion or earthquake;
3. fire;
4. malicious mischief or vandalism;
5. missiles or falling objects;
6. riot or civil commotion;
7. theft or larceny; or
8. windstorm, hail, water, or flood.

INSURING AGREEMENT - TRANSPORT TRAILER PHYSICAL DAMAGE COVERAGE

If **you** pay the premium for this coverage, **we** will pay for sudden, direct, and accidental loss to **your** owned **transport trailer**, subject to the Limits of Liability.

INSURING AGREEMENT - ACCESSORY COVERAGE

We will pay for sudden, direct, and accidental loss to **accessories** on a **covered motorcycle** for which this coverage has been purchased. This coverage applies only if **you** have purchased Comprehensive Coverage or both Comprehensive Coverage and Collision Coverage for that **covered motorcycle** and the loss is covered under one of those coverages.

INSURING AGREEMENT - TOTAL LOSS REPLACEMENT COVERAGE

If there is a **total loss** to a **motorcycle** shown on the **declarations page** and **you** have paid the premium for this coverage, then subsection 1 of the Limits of Liability provision under this Part IV will not apply to that **total loss** and the following shall apply:

The limit of liability for a **motorcycle** shown on the **declarations page** for which Total Loss Replacement Coverage has been purchased is as follows:

- a. **we** will pay the Manufacturer Suggested Retail Price of a current model year **motorcycle** that is the same make and model as the **motorcycle** for which this coverage is shown on the **declarations page**.

ADDITIONAL DEFINITIONS

When used in this Part IV:

1. **“Accessory”** means equipment, devices, enhancements, and changes, other than those which are original manufacturer installed, which alter the appearance or performance of a **covered motorcycle**. This includes, but is not limited to:
 - a. any electronic equipment, antennas, and other devices used exclusively to send or receive audio, visual, or data signals, or play back recorded media, that are permanently installed on a **covered motorcycle** using bolts or brackets, including slide-out brackets;
 - b. sidecars;
 - c. custom paint, custom plating, and custom exhaust;
 - d. **trailers**; and
 - e. **safety riding apparel**.
2. **“Collision”** means the upset of a vehicle or its impact with another vehicle or object.
3. **“Mechanical parts”** means operational parts on a vehicle that wear out over time or have a finite useful life or duration typically shorter than the life of the vehicle as a whole. **Mechanical parts** do not include external crash parts, wheels, paint, or windshields and other glass.

4. “**Non-owned motorcycle**” means a **motorcycle**:
 - a. that is not a **loaner motorcycle**; and
 - b. that is not owned by or furnished or available for the regular use of **you** or a **relative** while in the custody of or being operated by **you** or a **relative** under a rental agreement with the facility or dealer which owns the **motorcycle**.
5. “**Safety riding apparel**” means safety apparel specifically designed to minimize injury from an accident, including, but not limited to, helmets, leathers, riding boots, riding gloves, and protective eyewear.
6. “**Total loss**” means:
 - a. the theft of the **motorcycle** if the **motorcycle** is not recovered within 30 days;
or
 - b. any other loss to the **motorcycle**, that is payable under this Part IV, if **we** determine that it is not economical to repair the **motorcycle** after considering the **motorcycle’s** actual cash value, salvage value, and the cost to repair the **motorcycle**.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART IV.

Coverage under this Part IV will not apply for loss:

1. to any motorcycle while being used:
 - a. to carry or escort persons or property for compensation or a fee; or
 - b. for retail or wholesale delivery, including, but not limited to, the pickup, transport, or delivery of magazines, newspapers, mail, or food.

This exclusion does not apply to ride-share arrangements or to use of a **motorcycle** for charitable events;
2. to a **non-owned motorcycle** or **transport trailer** while being maintained or used by a person while employed or engaged in any **motorcycle business**;
3. to any vehicle resulting from, or sustained during practice or preparation for:
 - a. any pre-arranged or organized:
 - (i) racing;
 - (ii) stunting;
 - (iii) speed, or demolition contest or activity; or
 - b. any riding activity conducted on a permanent or temporary racetrack, race-course, or during any closed course event.

This exclusion does not apply to use of a **motorcycle** for escorting participants in charitable racing events;
4. to any vehicle for which insurance:
 - a. is afforded under a nuclear energy liability insurance contract; or
 - b. would be afforded under a nuclear energy liability insurance contract but for its termination upon exhaustion of its limit of liability;
5. to any vehicle caused by an intentional act committed by or at the direction of **you**, a **relative**, or the owner of a **non-owned motorcycle**, even if the actual damage is different than that which was intended or expected;

6. to a **covered motorcycle** while it is leased or rented to others or given in exchange for compensation. This exclusion does not apply to the operation of a **covered motorcycle** by **you** or a **relative**;
7. due to destruction or confiscation by governmental or civil authorities of any vehicle because **you** or any **relative** engaged in illegal activities;
8. to any vehicle that is due and confined to:
 - a. wear and tear;
 - b. freezing; or
 - c. mechanical, electrical or electronic breakdown or failure.This exclusion does not apply if the damage results from the theft of a vehicle;
9. to any vehicle that is due to **collision** and confined to tire inner tubes or tires, or a combination thereof;
10. to portable equipment, devices, accessories, and any other personal effects that are not permanently installed. This includes, but is not limited to:
 - a. tapes, compact discs, cassettes, DVDs, and other recording or recorded media;
 - b. any case or other container designed for use in storing or carrying tapes, compact discs, cassettes, DVDs, or other recording or recorded media;
 - c. any device used for the detection or location of radar, laser, or other speed measuring equipment or its transmissions; and
 - d. CB radios, telephones, two-way mobile radios, DVD players, personal computers, personal digital assistants, or televisions;
11. to **accessories** in excess of the applicable Limits of Liability;
12. to any vehicle for diminution of value;
13. to any vehicle caused directly or indirectly by:
 - a. war (declared or undeclared) or civil war;
 - b. warlike action by any military force of any government, sovereign or other authority using military personnel or agents. This includes any action taken to hinder or defend against an actual or expected attack; or
 - c. insurrection, rebellion, revolution, usurped power, or any action taken by a governmental authority to hinder or defend against any of these acts;
14. to any vehicle caused directly or indirectly by:
 - a. any accidental or intentional discharge, dispersal or release of radioactive, nuclear, pathogenic, or poisonous biological material; or
 - b. any intentional discharge, dispersal or release of chemical or hazardous material for any purpose other than its safe and useful purpose;
15. to **safety riding apparel**, except for **collision** damage that occurs while it is being worn by **you** or a passenger; or
16. to any vehicle caused by, or reasonably expected to result from, a criminal act or omission of **you**, a **relative**, or the owner of a **non-owned motorcycle**. This exclusion applies regardless of whether **you**, the **relative**, or the owner of the **non-owned motorcycle** is actually charged with, or convicted of, a crime. For purposes of this exclusion, criminal acts or omissions do not include traffic violations.

LIMITS OF LIABILITY

1. The limit of liability for loss to a **covered motorcycle** or **non-owned motorcycle** is the lowest of:
 - a. the actual cash value of the stolen or damaged property at the time of the loss reduced by the applicable deductible;
 - b. the amount necessary to replace the stolen or damaged property reduced by the applicable deductible;
 - c. the amount necessary to repair the damaged property to its pre-loss condition reduced by the applicable deductible; or
 - d. the Agreed Value shown on the **declarations page** for that **covered motorcycle**.
2. The limit of liability for loss to **your** owned **transport trailer** is the lowest of:
 - a. the amount necessary to replace the stolen or damaged property reduced by the applicable deductible;
 - b. the amount necessary to repair the damaged property to its pre-loss condition reduced by the applicable deductible; or
 - c. any applicable Limits of Liability shown on the **declarations page**.
3. The limit of liability for loss to **accessories** is the lowest of:
 - a. the amount necessary to replace such **accessory**;
 - b. the amount necessary to repair such **accessory**; or
 - c. the limit of \$3,000 or any applicable Limits of Liability shown on the **declarations page**.
4. If **your declarations page** shows Agreed Value for Comprehensive Coverage and Collision Coverage for a **covered motorcycle**, then the following provision shall apply:
 - a. The limit of liability for loss to a **covered motorcycle** with Agreed Value is the lower of:
 - (i) the amount necessary to repair the damaged property to its pre-loss condition reduced by the applicable deductible shown on the **declarations page**; or
 - (ii) the agreed value shown on the **declarations page**.
5. Payments for loss to a **covered motorcycle** or **non-owned motorcycle** are subject to the following provisions:
 - a. If coverage applies to a **non-owned motorcycle**, **we** will provide the broadest coverage applicable to any **covered motorcycle** shown on the **declarations page**.
 - b. If **you** have Agreed Value Coverage for a **covered motorcycle**, the agreed value is the most **we** will pay for all loss to that **covered motorcycle**, including its **accessories**.
 - c. In determining the amount necessary to repair damaged property to its pre-loss condition, the amount to be paid by **us**:
 - (i) will not exceed the prevailing competitive labor rates charged in the area where the property is to be repaired and the cost of repair or replacement parts and equipment, as reasonably determined by **us**; and

- (ii) will be based on the cost of repair or 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) nonoriginal manufacturer parts or equipment.
 - d. To determine the amount necessary to repair or replace the damaged property as referred to in the above subsections, the total cost of necessary repair or replacement may be reduced by unrepaired prior damage. Unrepaired prior damage includes broken, cracked, or missing parts; rust; dents; scrapes; gouges; and peeling paint. The reduction for unrepaired prior damage is the cost of labor, parts, and materials necessary to repair or replace damage, deterioration, defects, or wear and tear on exterior body parts, windshields and other glass, wheels, and paint that existed prior to the accident and that is eliminated as a result of the repair or replacement of property damaged in the loss.
 - e. The actual cash value is determined by the market value, age and condition of the vehicle at the time the loss occurs.
6. Duplicate recovery for the same elements of damages is not permitted.
7. Any amount paid or payable under this Part IV shall be reduced by any amount paid for **property damage** to the vehicle under Part III - Uninsured/Underinsured Motorist Coverage.
8. IN THE REPAIR OF **YOUR** COVERED MOTOR VEHICLE UNDER THE PHYSICAL DAMAGE COVERAGE PROVISIONS OF THIS POLICY, **WE** MAY REQUIRE OR SPECIFY THE USE OF MOTOR VEHICLE 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.

PAYMENT OF LOSS

We may, at **our** option:

- 1. pay for the loss in money; or
- 2. repair or replace the damaged or stolen property.

At **our** expense, **we** may return any recovered stolen property to **you** or to the address shown on the **declarations page**, with payment for any damage resulting from the theft. **We** may keep all or part of the property at the agreed or appraised value.

We may settle any loss with **you** or the owner or lienholder of the property.

NO BENEFIT TO BAILEE

Coverage under this Part IV will not directly or indirectly benefit any carrier or other bailee for hire.

LOSS PAYEE AGREEMENT

Payment under this Part IV for a **total loss** to a **covered motorcycle** will be made according to **your** interest and the interest of any Loss Payee or lienholder shown on the **declarations page** or designated by **you**. Payment may be made to both jointly, or separately, at **our** discretion. **We** may make payment for a partial loss covered under this Part IV directly to the repair facility with **your** consent.

Where fraud, misrepresentation, material omission, or intentional damage has been committed by or at the direction of **you** or a **relative**, or where the loss is otherwise not covered under the terms of this policy, the Loss Payee or lienholder's interest will not be protected.

We will be entitled to the Loss Payee or lienholder's rights of recovery, to the extent of **our** payment to the Loss Payee or lienholder.

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover 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. However, any insurance **we** provide for a **non-owned motorcycle** will be excess over any other collectible source of recovery including, but not limited to:

1. any coverage provided by the owner of the **non-owned motorcycle**;
2. any other applicable physical damage insurance; and
3. any other source of recovery applicable to the loss.

APPRAISAL

If **we** cannot agree with **you** on the amount of a loss, then **we** and **you** may mutually agree to an appraisal of the loss. Within 30 days of any agreement to an appraisal, each party shall appoint a competent appraiser and shall notify the other party of that appraiser's identity. The appraisers will determine the amount of loss. If they fail to agree, the disagreement will be submitted to a qualified umpire chosen by the appraisers. If the two appraisers are unable to agree upon an umpire within 15 days, **we** or **you** may request that a judge of a court of record, in the county where **you** reside, select an umpire. The appraisers and umpire will determine the amount of loss. The amount of loss agreed to by both appraisers, or by one appraiser and the umpire, will determine the amount payable under this Part IV, but will not be binding. **You** will pay **your** appraiser's fees and expenses. **We** will pay **our** appraiser's fees and expenses. All other expenses of the appraisal, including payment of the umpire if one is selected, will be shared equally between **us** and **you**. Neither **we** nor **you** waive any rights under this policy by agreeing to an appraisal.

PART V - ROADSIDE ASSISTANCE COVERAGE

INSURING AGREEMENT - ROADSIDE ASSISTANCE COVERAGE

If **you** pay the premium for this coverage, **we** will pay for **our** authorized service representative to provide the following services when necessary due to a **covered emergency**:

1. towing of a **covered disabled motorcycle** to the nearest qualified repair facility; and
2. labor on a **covered disabled motorcycle** at the place of disablement.

If a **covered disabled motorcycle** is towed to any place other than the nearest qualified repair facility, **you** will be responsible for any additional charges incurred.

INSURING AGREEMENT - TRIP INTERRUPTION COVERAGE

If **you** pay the premium for this coverage, **we** will reimburse interruption expenses as described below when a **covered motorcycle** is disabled due to mechanical breakdown or a covered comprehensive or collision loss, even if **you** have not paid a premium for Comprehensive Coverage or Collision Coverage under this policy.

For this coverage to apply, the disablement must occur more than 100 miles from the insured's primary residence.

When a **covered motorcycle** is disabled, interruption expenses consist of the following:

1. up to \$100 per day for lodging;
2. up to \$50 per day for meals; and
3. up to \$50 per day for alternate transportation.

Coverage is limited to \$500 per disablement. Payment of Trip Interruption benefits will not obligate **us** to make any payment under any other coverage in this policy.

ADDITIONAL DEFINITIONS

When used in this Part V:

1. "**Covered disabled motorcycle**" means a **covered motorcycle** for which this coverage has been purchased that sustains a **covered emergency**.
2. "**Covered emergency**" means a disablement within 100 feet of a road or highway that is a result of:
 - a. mechanical or electrical breakdown;
 - b. battery failure;
 - c. insufficient supply of fuel, oil, water, or other fluid;
 - d. flat tire;
 - e. lock-out; or
 - f. entrapment in snow, mud, water or sand.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART V.

Coverage under this Part V will not apply to:

1. the cost of purchasing parts, fluid, lubricants, fuel or replacement keys, or the labor to make replacement keys;
2. installation of products or materials not related to the disablement;
3. labor not related to the disablement;
4. labor on a **covered disabled motorcycle** for any time period in excess of 60 minutes per disablement;
5. towing or storage related to impoundment, abandonment, illegal parking, or other violations of law;
6. towing from a service station, garage, or repair shop;
7. labor or repair work performed at a service station, garage, or repair shop;
8. vehicle storage charges;
9. a second service call or tow for a single disablement;
10. disablement that occurs on roads not regularly maintained, sand beaches, open fields, or areas designated as not passable due to construction, weather, or earth movement;
11. tire repair;
12. repeated service calls for a **covered disabled motorcycle** in need of routine maintenance or repair; or
13. disablement that results from an intentional or willful act or action by **you**, a **relative** or the operator of a **covered disabled motorcycle**.

UNAUTHORIZED SERVICE PROVIDER

When service is rendered by a provider in the business of providing roadside assistance and towing services, other than one of **our** authorized service representatives, **we** will pay only reasonable charges, as determined by **us**, for:

1. towing of a **covered disabled motorcycle** to the nearest qualified repair facility; and
2. labor on a **covered disabled motorcycle** at the place of disablement; which is necessary due to a **covered emergency**.

OTHER INSURANCE

Any coverage provided under this Part V for service rendered by an unauthorized service provider will be excess over any other collectible insurance or towing protection coverage.

PART VI - DUTIES IN CASE OF AN ACCIDENT OR LOSS

For coverage to apply under this policy, **you** or the person seeking coverage must promptly report each accident or loss even if **you** or the person seeking coverage is not at fault. **You** or the person seeking coverage must provide **us** with all accident and loss information including time, place, and how the accident or loss happened. **You** or the person seeking coverage must also obtain and provide **us** the names and addresses of all persons involved in the accident or loss, the names and addresses of any witnesses, and the license plate numbers of the vehicles involved.

If **you** or the person seeking coverage cannot identify the owner or operator of a vehicle involved in the accident, or if theft or vandalism has occurred, **you** or the person seeking coverage must notify the police within 24 hours or as soon as practicable.

A person seeking coverage must:

1. cooperate with **us** in any matter concerning a claim or lawsuit;
2. provide any written proof of loss **we** may reasonably require;
3. allow **us** to take signed and recorded statements, including sworn statements and examinations under oath, which **we** may conduct outside the presence of **you** or any other person seeking coverage and answer all reasonable questions **we** may ask as often as **we** may reasonably require;
4. promptly call to notify **us** about any claim or lawsuit and send **us** any and all legal papers relating to the claim or suit;
5. attend hearings and trials as **we** require;
6. take reasonable steps after a loss to protect the **covered motorcycle**, or any other vehicle for which coverage is sought, from further loss. **We** will pay reasonable expenses incurred in providing that protection. If failure to provide such protection results in further loss, any additional damages will not be covered under this policy;
7. allow **us** to have the damaged **covered motorcycle**, or any other damaged vehicle for which coverage is sought, inspected and appraised before its repair or disposal;
8. submit to medical examinations at **our** expense by doctors **we** select as often as **we** may reasonably require; and
9. authorize **us** to obtain medical and other records.

PART VII - GENERAL PROVISIONS

POLICY PERIOD AND TERRITORY

This policy applies only to accidents and losses occurring during the policy period shown on the **declarations page** and that occur within a state, territory, or possession of the United States of America, or a province or territory of Canada, or while a **covered motorcycle** is being transported between their ports.

CHANGES

This policy contract, **your** insurance application (which is made a part of this policy as if attached hereto), the **declarations page**, and all endorsements to this policy issued by

us contain all the agreements between **you** and **us**. Subject to the following, the terms of this policy may not be changed or waived except by an endorsement issued by **us**.

The premium for this policy is based on information **we** received from **you** and other sources. **You** agree to cooperate with **us** in determining if this information is correct and complete, and to notify **us** if it changes during the policy period. If this information is incorrect, incomplete, or changes during the policy period, **you** agree that **we** may adjust **your** premium accordingly.

Changes that may result in a premium adjustment are contained in **our** rates and rules. These include, but are not limited to, **you** or a **relative** obtaining a driver's license or operator's permit, or changes in:

1. the number or type of **covered motorcycles**;
2. operators using **covered motorcycles**;
3. an operator's marital status;
4. the place of principal garaging of any **covered motorcycle**;
5. coverage, deductibles, or limits of liability; or
6. rating territory or discount eligibility.

The coverage provided in **your** policy may be changed only by the issuance of a new policy or an endorsement by **us**. However, if during the policy period **we** broaden any coverage afforded under the current edition of **your** policy without additional premium charge, that change will automatically apply to **your** policy as of the date the coverage change is implemented in **your** state.

If **you** ask **us** to delete a motorcycle from this policy, no coverage will apply to that motorcycle as of the date and time **you** ask **us** to delete it.

DUTY TO REPORT CHANGES

You must promptly notify **us** when:

1. **your** mailing or residence address changes;
2. the principal garaging address for a **covered motorcycle** changes;
3. there is a change with respect to the residents in **your** household or the persons who regularly operate a **covered motorcycle**;
4. an operator's marital status changes; or
5. **you** or a **relative** obtain a driver's license or operator's permit.

SETTLEMENT OF CLAIMS

We may use estimating, appraisal, or injury evaluation systems to assist **us** in adjusting claims under this policy and to assist **us** in determining the amount of damages, expenses, or loss payable under this policy. Such systems may be developed by **us** or a third party and may include computer software, databases, and specialized technology.

TERMS OF POLICY CONFORMED TO STATUTES

If any provision of this policy fails to conform with the statutes of the state listed on **your** application as **your** residence, the provision shall be deemed amended to conform with 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 laws of the state listed on **your** application as **your** residence.

TRANSFER OF INTEREST

The rights and duties under this policy may not be transferred to another person without **our** written consent. However, if a named insured shown on the **declarations page** dies, this policy will provide coverage until the end of the policy period for the legal representative of the named insured, while acting as such, and for persons covered under this policy on the date of the named insured's death.

FRAUD OR MISREPRESENTATION

This policy was issued in reliance upon the information provided on **your** insurance application. **We** may void this policy at any time, including after the occurrence of an accident or loss, if **you**:

1. made incorrect statements or representations to **us** with regard to any material fact or circumstance;
2. concealed or misrepresented any material fact or circumstance; or
3. engaged in fraudulent conduct;

at the time of application. If **we** void this policy, this shall not affect coverage under Part I - Liability To Others for an accident that occurs before **we** notify the named insured that the policy is void. No payment will be made to any person who concealed or misrepresented any material fact or circumstance or engaged in fraudulent conduct. If **we** void this policy, **you** must reimburse **us** if **we** make a payment.

We may deny coverage for an accident or loss if **you** or a person seeking coverage has knowingly concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, in connection with the presentation or settlement of a claim.

PAYMENT OF PREMIUM AND FEES

If **your** initial premium payment is by check, draft, electronic funds transfer, or similar form of remittance, coverage under this policy is conditioned on payment to **us** by the financial institution. If the financial institution upon presentment does not honor the check, draft, electronic funds transfer, or similar form of remittance, this policy may, at **our** option, be deemed void from its inception. This means **we** will not be liable under this policy for any claims or damages that would otherwise be covered if the check, draft, electronic funds transfer, or similar form of remittance had been honored by the financial institution. Any action by **us** to present the remittance for payment more than once shall not affect **our** right to void this policy.

In addition to premium, fees may be charged on **your** policy. **We** may charge fees for installment payments, late payments, and other transactions. Payments made on **your** policy will be applied first to fees, then to premium due.

CANCELLATION

You may cancel this policy during the policy period by calling or writing **us** and stating the future date **you** wish the cancellation to be effective.

We may cancel this policy during the policy period by mailing a notice of cancellation to the named insured shown on the **declarations page** and to any lienholders or Loss Payees shown on the **declarations page** at their last known address appearing in **our** records.

We will give at least 10 days notice of cancellation if the policy is cancelled for nonpayment of premium.

We will give at least 20 days notice of cancellation in all other cases.

We may cancel this policy for any reason if the notice is mailed within the first 60 days of the initial policy period.

After this policy is in effect for more than 60 days, or if this is a renewal or continuation policy, **we** may cancel only for one or more of the following reasons:

1. nonpayment of premium;
2. fraud or material misrepresentation made by or with the knowledge of the named insured in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
3. the occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
4. violation of any local fire, health, safety, building, or construction regulation or ordinances with respect to any insured property or the occupancy of the property which substantially increases any hazard insured against under the policy;
5. nonpayment of membership dues in those cases where the bylaws, agreements, or other legal instruments of the insurer issuing the policy require payment as a condition of the issuance and maintenance of the policy;
6. a material violation of a material provision of the policy; or
7. any other reason permitted by law.

Proof of mailing will be sufficient proof of notice. If this policy is cancelled, coverage will not be provided as of the effective date and time shown in the notice of cancellation. For purposes of cancellation, this policy is neither severable nor divisible. Any cancellation will be effective for all coverages for all persons and all vehicles.

CANCELLATION REFUND

Upon cancellation, **you** may be entitled to a premium refund. However, **our** making or offering of a refund is not a condition of cancellation.

If this policy is cancelled, any refund due will be computed on a daily pro rata basis. However, **we** will retain a cancellation fee if this policy is cancelled at **your** request or if cancellation is for nonpayment of premium. A cancellation fee will be charged only during the initial policy period.

NONRENEWAL

If neither **we** nor one of **our** affiliates offers to renew or continue this policy, other than for nonpayment of premium, **we** will mail notice of nonrenewal to the named insured shown on the **declarations page** at the last known address appearing in **our** records. Proof of mailing will be sufficient proof of notice. Notice will be mailed at least 30 days before the end of the policy period.

AUTOMATIC TERMINATION

If **we** or an affiliate offers to renew or continue this policy and **you** or **your** representative does 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 will mean that **you** have not accepted **our** offer.

If **you** obtain other insurance on a **covered motorcycle**, any similar insurance provided by this policy will terminate as to that **covered motorcycle** on the effective date of the other insurance.

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

LEGAL ACTION AGAINST US

We may not be sued unless there is full compliance with all the terms of this policy.

We may not be sued for payment under Part I - Liability To Others until the obligation of an insured person under Part I to pay is finally determined either by judgment after trial against that person or by written agreement of the insured person, the claimant, and **us**. No one will have any right to make **us** a party to a lawsuit to determine the liability of an insured person.

If **we** retain salvage, **we** have no duty to preserve or otherwise retain the salvage for any purpose, including evidence for any civil or criminal proceeding.

OUR RIGHTS TO RECOVER PAYMENT

We are entitled to the rights of recovery that the insured person to whom payment was made has against another after the insured person has been fully compensated for his or her loss, to the extent of **our** payment. That insured person may be required to sign documents related to the recovery and must do whatever else **we** require to help **us** exercise those recovery rights, and do nothing after an accident or loss to prejudice those rights.

When an insured person has been paid by **us** and also recovers from another, the amount recovered will be held by the insured person in trust for **us** and reimbursed to **us** to the extent of **our** payment. However, this shall not apply to payment by **us** under any Accidental Death Benefits Coverage provided under Part II(A) - Personal Injury Protection Coverage. If **we** are not reimbursed, **we** may pursue recovery of that amount directly against that insured person.

If an insured person recovers from another without **our** written consent, the insured person's right to payment under any affected coverage will no longer exist.

Our right of recovery does not apply to underinsured motorist benefits if:

1. the **insured person** sends **us** written notice, in accordance with the requirements of Part III - Uninsured/Underinsured Motorist Coverage, of any tentative settlement agreement reached with the owner or operator of an underinsured motor vehicle, or such person's liability insurer; and
2. **we** fail to pay the sum offered in settlement to the **insured person** by the owner or operator of the underinsured motor vehicle, or that person's liability insurer, within 30 days of **our** receipt of such notice.

Our right of recovery does not apply to underinsured motorist benefits to the extent of any payment **we** have made to the **insured person** under a policy of liability insurance issued by **us** to the owner or operator of an underinsured motor vehicle.

If **we** elect to exercise **our** rights of recovery against another, **we** will also attempt to recover any deductible incurred by an insured person under this policy unless **we** are specifically instructed by that person not to pursue the deductible. **We** have no obligation to pursue recovery against another for any loss not covered by this policy.

We reserve the right to compromise or settle the deductible and property damage claims against the responsible parties for less than the full amount. **We** also reserve the right to incur reasonable expenses and attorney fees in pursuit of the recovery.

If the total recovery is less than the total of **our** payment and the deductible, **we** will reduce reimbursement of the deductible based on the proportion that the actual recovery bears to the total of **our** payment and the deductible. A proportionate share of collection expenses and attorney fees incurred in connection with these recovery efforts will also reduce reimbursement of the deductible.

These provisions will be applied in accordance with state law.

JOINT AND INDIVIDUAL INTERESTS

If there is more than one named insured on this policy, any named insured may cancel or change this policy. The action of one named insured will be binding on all persons provided coverage under this policy.

BANKRUPTCY

The bankruptcy or insolvency of an insured person will not relieve **us** of any obligations under this policy. If execution of a judgment against an **insured person** under Part I - Liability To Others is returned unsatisfied because of the bankruptcy or insolvency of the **insured person**, the person claiming payment for damages under Part I may maintain an action against **us** for the amount of the judgment not exceeding **our** limits of liability.

PROGRESSIVE[®]



5979 AR 0608





Brand Specific Logo

(Programming note: For customers who e-sign, "Policy number, <XXXXXXXX-X> will print if available.)

(Programming note: The heading and policy number below prints on all sold applications.)

Policy number: <XXXXXXXX-X>

(Programming note: Heading will be 'Named insured' if additional Named insured is not selected.)

Named insureds: <XXXXX XXXXXXXXXXXXXXXX>
< XXX XXXXXXXXXXXXXXXX>

<MMM DD, YYYY>

Page <X of X> (Programming note: "Page <X of X>" will not print for e-sign.)

Application for Insurance

(Programming note: The heading below will not print for customers who e-sign.)

Please review, sign where indicated and return

(Programming note: The heading below will print for customers who e-sign.)

Please review and sign where indicated

(Programming note: For customers who sign the app electronically, "for policy number <XXXXXXXX-X>" will print if available.)

(Programming note: The heading below prints on all sold applications.)

Policy and premium information for policy number <XXXXXXXX-X>

(Programming note: The heading below prints on all unsold applications.)

Policy and premium information

(Programming note: The name of the actual insuring entity will print below.)

Insurance company: <XXXXXXXXXXXX XXXX XXXXXXXXXXX XXXXXXX>
<XXXXX XXXXX>
<XXXXX, XX XXXXX>

(Programming note: Agent name will print if provided. If Agent name is not provided, only the Agency name will print.)

(Programming note: The section below will not print for Direct.)

Agent: <XXX XXXXX>
<XXXXX XXXXXXXXXXX XXXXXXX>
<XXXX XXXXX XX>
<XXXXXXXXXX, XX XXXXX>
<XXXXXX>
<XXX-XXX-XXXX>

(Programming note: Heading will be 'Named insured' if additional Named insured is not selected.)

Named insureds: <XXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXX>
<XXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXX>
<XXX XXXX>
<XXXX, XX XXXXX>

(Programming note: The e-mail address, home telephone and work telephone headings will print even if no information is provided.)

e-mail address: <creditemo@aol.com>

Home: <XXX-XXX-XXXX>

Work: <XXX-XXX-XXXX>

(Programming note: The field below will print when credit has been pulled. The name and phone number of the vendor will print.)

Financial responsibility vendor: <XXXXXXXXXXXXXXXXXX>
<XXX-XXX-XXXX>

(Programming note: The Policy period will print on all sold applications.)

Policy period: <MMM DD, YYYY – MMM DD, YYYY>

(Programming note: The date and time below will print on all sold applications.)

Effective date and time: <MMM DD, YYYY at XX:XX a.m.>

(Programming note: The sentence below will print on all unsold applications for Agent).

Your policy will be effective when your required initial payment is received by your agent or at a later date of your choice.

(Programming note: This icon will not print on any page for customers who e-sign.)²

(Programming note: For customers who e-sign, "Policy number, <XXXXXXXX-X>" will print if available.)
 Policy number: <XXXXXXXX-X>
 <XXXXX XXXXXXXXXXXXXXXXXXXX>
 < XXX XXXXXXXXXXXXXXXXXXXX>
 Page <X of X>
 (Programming note: "Page <X of X>" will not print for e-sign.)

(Programming note: The sentence below will print on all unsold applications for Direct.)
 Your policy will be effective when your required initial payment is received or at a later date of your choice.

.....
 Total policy premium: <\$x,xxx>

.....
 Initial payment required: <\$x,xxx>

(Programming note: Initial payment received prints for sold applications).

.....
 Initial payment received: <\$x,xxx>

.....
 Payment plan: <xxxxx> (Programming note: The selected payment plan will print here)

Drivers and household residents

All household residents who operate the vehicles described in the application, all operators that have an ownership interest in any of these vehicles and any other regular operator of these vehicles are listed below.

Name	Date of birth	Sex	Marital status	Relationship
<XXXX XXXXXXXXXXXXXXXXXXXX>	<MMM DD, YYYY>	<XXXX>	<XXXXXX>	<XXXXXX>

License status: <XXXXXXXX>
 Principal vehicle: 2002 HONDA VT800

(Programming note: The section below prints when there is a driver with a filing.)

Driver filing

Name	Filing type	State	Case number
<XXXXX XXXXXXXXXXXXXXXXXXXX>	<XXXXXXXXXXXXXXXXXX>	<XX>	<XXXXXXXXXXXXXX>

(Programming note: The section below prints the coverages selected by the insured.)

Outline of coverage

(Programming note: The message below regarding policy limits needs to print directly underneath the "Outline of coverage" heading when there is more than one vehicle on the policy.)

Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for a vehicle may not be combined with the limits for the same coverage on another vehicle.

(Programming note: Coverage order will match the state specific dec page coverage order, and may not always match the model order of coverages.)

(Programming note: The "General policy coverage" text will print when there is a policy level coverage listed.)

General policy coverage	Limits	Deductible	Premium
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(Programming note: \$xx,xxx = the dollar value listed for the Trailer Coverage.)

Transport Trailer Physical Damage Coverage	<\$xx,xxx>	\$xxx	<\$xx>
--	------------	------------------	--------

.....
 Total premium for general policy coverage <\$xx>

(Programming note: Coverage order will match the state specific dec page coverage order, and may not always match the model order of coverages.)

(Programming note: Display "cc" size if greater than zero. If "cc" size is equal to zero, "cc" size and "cc" heading will not print.)

2002 Honda VT800 CC: <XXX>
 VIN: XXX9999999999999999
 Garaging Zip Code: <XXXXX> State: <XX> Use: <XXXXXXXX>

Limits	Deductible	Premium
--------	------------	---------

(Programming note: For customers who e-sign, "Policy number, <XXXXXXXX-X>" will print if available.)
 Policy number: <XXXXXXXX-X>
 <XXXXX XXXXXXXXXXXXXXXXX>
 < XXX XXXXXXXXXXXXXXXXX>
 Page <X of X>

(Programming note: "Page <X of X>" will not print for e-sign.)

Liability To Others		<\$xxx>
Bodily Injury Liability	<\$xxx,xxx> each person<\$xxx,xxx> each accident	
Property Damage Liability	<\$xxx,xxx> each accident	
Uninsured Motorist Bodily Injury	<\$xx,xxx> each person<\$xx,xxx> each accident	<xxx>
Underinsured Motorist	<\$xx,xxx> each person<\$xx,xxx> each accident	<xxx>
Uninsured Motorist Property Damage	<\$xx,xxx> each accident	<xx>
Personal Injury Protection/Medical and Hospital Accidental Death/Income Disability	<\$xx,xxx> Medical and Hospital <\$xx,xxx> Accidental Death	<xxx>

(Programming note: Descriptors are variable based on coverage settlement option selected. <\$xx,xxx> = Agreed Value dollar value listed for the vehicle.)

Comprehensive	Agreed Value <\$xx,xxx>	<\$xxx>	<xxx>
---------------	-------------------------	---------	-------

(Programming note: Descriptors are variable based on coverage settlement option selected. <\$xx,xxx> = Agreed Value dollar value listed for the vehicle.)

Collision	Agreed Value <\$xx,xxx>	<\$xxx>	<xxx>
-----------	-------------------------	---------	-------

(Programming note: Variable display for this section.

(Programming note: Coverage: "Accessory Coverage" will display when Comprehensive without Agreed Value is listed for the vehicle.)

(Programming note: Limit: If Accessory Coverage is "\$3,000 display under the limit section and "included" under the premium section. When Accessory Coverage is \$3,001 or greater, the limit display is \$xx,xxx. The premium will then display in the premium section.)

Accessory Coverage	<\$x,xxx>	included
--------------------	-----------	----------

(Programming note: Depending on insured's selection, print either Roadside Assistance or Roadside with Trip Interruption.)

Roadside Assistance		<xx>
Roadside Assistance with Trip Interruption	\$500 each occurrence	<xx>

Total premium for 2002 HONDA	<\$x,xxx>
------------------------------	-----------

Total 12 month policy premium
 <\$xx,xxx>

(Programming note: The section below prints when a discount applies to the application and only applicable sections print. If only one discount present, heading will read Premium discount.)

Premium discounts

Policy	<XXXXXXXX-X> (Programming note: Policy number <XXXXXXXX-X> will print if available.)	Discount will display if applicable
Driver	<XXXX XXXXXXXXXXXXXXXXX>	Discount will display if applicable
Vehicle	2002 HONDA VT800	Discount will display if applicable

(Programming note: For customers who e-sign, "Policy number, <XXXXXXXX-X>" will print if available.)
 Policy number: <XXXXXXXX-X>
 <XXXXX XXXXXXXXXXXXXXXXX>
 < XXX XXXXXXXXXXXXXXXXX>
 Page <X of X>
 (Programming note: "Page <X of X>" will not print for e-sign.)

Driving history

(Programming note: The section below prints when there is a rated driver with a violation or accident.)

Please review the following information carefully because driving history is used to determine your rate. All accidents are considered at-fault and chargeable unless the accident is under an applicable payment threshold or we receive additional information from you or another source that proves the accident was not-at-fault. We obtain driving history from the following sources:

- Your application (APP)
- Motor Vehicle Reports - provided by state agencies (MVR)

Driver	Description	Date	Source
<XXXXXXXXXXXXXXXXXX>	<XXXXXXXXXX>	<MMM DD, YYYY>	<XXX>

(Programming note: The section below prints when all drivers have a clean driving record.)

<XXXXX> (Brand company name will print in place of the X's) uses driving history to determine your rate. There are no accidents or violations for drivers on this policy.

(Programming note: The heading below prints when there is a Lienholder only.)

Lienholder information

(Programming note: The heading below prints when there is an Additional Interest only.)

Additional Interest information

(Programming note: The heading below prints when there is a Lienholder and Additional Interest.)

Lienholder and Additional Interest information

(Programming note: The sections below prints the names and addresses on file for the Lienholder and Additional Interest.)

Lienholder:	LP #1 <XXX XXXXX XXXX, XX XXXXX> 2002 HONDA VT800 <XXXXXXXXXXXXXXXXXX>
Additional Interest:	ADDITIONAL INTEREST <XXX XXXXX XXXX, XX XXXXX>

(Programming note: This notice always prints. The form number is Z111 (02/07) Form number will not print on notices unless programming note indicates otherwise.)

Notice regarding accessory coverage

Subject to your limits of liability, if you have paid a premium for Comprehensive or Collision Coverage and you do not have Agreed Value on your motorcycle or off-road vehicle, you will receive coverage for any loss arising from theft or damage to any accessory attached to your motorcycle or off-road vehicle up to \$3,000. "Accessory coverage" means equipment, devices, enhancements, and changes, other than those that are original manufacturer installed, which alter the appearance or performance of a covered vehicle.

(Programming note: For customers who e-sign, "Policy number, <XXXXXXXX-X>" will print if available.)
Policy number: <XXXXXXXX-X>
<XXXXX XXXXXXXXXXXXXXXXX>
< XXX XXXXXXXXXXXXXXXXX>
Page <X of X>

(Programming note: "Page <X of X>" will not print for e-sign.)

Please be aware that accessories may have been added to your motorcycle or off-road vehicle by any previous owner, including a dealership. In this event, the cost for any accessory may have been included in the purchase price of the motorcycle or off-road vehicle. If the value of any such accessory exceeds \$3,000, you may wish to purchase additional coverage. This coverage is available for an additional premium and affords protection for up to \$30,000 worth of accessories.

Note: The following form prints when the limit(s) of UM or UIM selected are greater than zero but less than the limit(s) of bodily injury liability selected. The form number is 5205 (02/06) Form number will not print on notices or forms within the app unless programming note indicates otherwise.

Rejection of higher limits for Uninsured Motorist Coverage and Underinsured Motorist Coverage

I have been offered and I have rejected the option to purchase Uninsured Motorist Coverage and Underinsured Motorist Coverage for bodily injury in an amount equal to the limits of the bodily injury liability coverage that I have selected. Instead, I elect the lower limits of Uninsured Motorist Coverage or Uninsured Motorist Coverage and Underinsured Motorist Coverage for bodily injury selected below. I understand that Uninsured Motorist Coverage for bodily injury protects me, my resident relatives, and occupants of a covered vehicle if any of us sustain bodily injury, including any resulting death, in an accident in which the owner or operator of a motor vehicle who is legally liable does not have insurance (an uninsured motorist). I understand that Underinsured Motorist Coverage for bodily injury protects me, my resident relatives, and occupants of a covered vehicle if any of us sustain bodily injury, including any resulting death, in an accident in which the owner or operator of a motor vehicle who is legally liable does not have enough insurance (an underinsured motorist).

I understand and agree that this rejection of the higher limits and election of lower limits shall be binding on all persons insured under the policy, and that this election shall apply to any renewal, reinstatement, substitute, amended, or replacement policy with this company or any affiliated company, unless a named insured revokes this election or selects a different option.

(The coverage option selected is shown below.)

Note: This will be programmed to insert an "X" in front of the limit selected. This will show all of the coverages available in this state. This is an example showing the limits that are currently available.

\$25,000 each person/\$50,000 each accident

\$50,000 each person/\$100,000 each accident

\$100,000 each person/\$300,000 each accident

\$250,000 each person/\$500,000 each accident

\$300,000 combined single limit each accident

\$500,000 combined single limit each accident

NOTE: The 1 mil csl limit should only print for RV specialists.

\$1,000,000 combined single limit each accident

Note: This will be programmed to insert an "X" in front of the coverage(s) selected.

For:

Uninsured Motorist Coverage Only

Uninsured Motorist Coverage and Underinsured Motorist Coverage

Note: Pre-fill name and date for those who elect to sign electronically.

(Programming note: For customers who e-sign, "Policy number, <XXXXXXXX-X>" will print if available.)

Policy number: <XXXXXXXX-X>

<XXXXX XXXXXXXXXXXXXXXXX>

< XXX XXXXXXXXXXXXXXXXX>

Page <X of X>

(Programming note: "Page <X of X>" will not print for e-sign.)

Note: For Direct, "Not Applicable/Sample Form" will print on the signature line for unsold applications, or in the event the customer fails authentication or fails to e-sign.

Signature of named insured

Date

X.....

(Programming note: For customers who e-sign, "Policy number, <XXXXXXXX-X>" will print if available.)

Policy number: <XXXXXXXX-X>
<XXXXX XXXXXXXXXXXXXXXXX>
< XXX XXXXXXXXXXXXXXXXX>
Page <X of X>

(Programming note: "Page <X of X>" will not print for e-sign.)

(Programming note: The text below all of the bolded headings within this Application agreement section should print directly below the heading.)

Application agreement

Verification of content

I affirm that the statements contained herein are true to the best of my knowledge and belief and do agree to pay any surcharges applicable under the Company rules which are necessitated by inaccurate statements. I understand that this policy may be rescinded and declared void if this application contains any false information or if any information that would alter the Company's exposure is omitted or misrepresented.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Notice of information practices

I understand that to calculate an accurate price for my insurance, the Company may obtain information from third parties, such as consumer reporting agencies that provide driving, claims and credit histories. The Company may use a credit-based insurance score based on the information contained in the credit history. The Company or its affiliates may obtain new or updated information to calculate my renewal premium or service my insurance. I may access information about me and correct it if inaccurate. In some cases, the law permits the Company to disclose the information it collects without authorization. However, the Company will not share personal information with nonaffiliated companies for their marketing purposes without consent. Complete details are in the Company's Privacy Policy, which will be provided with this insurance policy and upon request.

I affirm that

If I make my initial payment by electronic funds transfer, check, draft, or other remittance, the coverage afforded under this policy is conditioned on payment to the Company by the financial institution. If the transfer, check, draft, or other remittance is not honored by the financial institution, the Company shall be deemed not to have accepted the payment and this policy shall be void.

If I make my initial payment by credit card, the coverage afforded under this policy is conditioned on payment to the Company by the card issuer. I understand that if the Company is unable to collect my initial payment from the card issuer, the Company shall be deemed not to have accepted the payment and this policy shall be void. I also understand that if I authorize a credit card transaction for any payment other than the initial payment, this policy will be subject to cancellation for nonpayment of premium if the Company is unable to collect payment from the card issuer. The Company is deemed "unable to collect" in the following instances: (1) when I reach my credit limit on my credit card and the card issuer refuses the charge; (2) when the card issuer cancels or revokes my credit card; or (3) when the card issuer does not pay the Company, for any reason whatsoever, upon the Company's request.

(Programming note: For customers who e-sign, "Policy number, <XXXXXXXX-X>" will print if available.)

Policy number: <XXXXXXXX-X>
<XXXXX XXXXXXXXXXXXXXXXX>
< XXX XXXXXXXXXXXXXXXXX>
Page <X of X>

(Programming note: "Page <X of X>" will not print for e-sign.)

(Programming note: The paragraph below will not print.)

I agree that the maximum limit of liability for Comprehensive and Collision Coverage (if purchased) is the Actual Cash Value of the factory standard vehicle at the time of the loss, if the vehicle does not have Agreed Value.

(Programming note: The below paragraph will only print when the vehicle does not have Agreed Value.)

I agree that the maximum limit of liability for Comprehensive and Collision Coverage (if purchased) is the Actual Cash Value of the factory standard vehicle at the time of the loss, less the deductible, or the amount displayed on the declarations page, whichever is less; unless Total Loss Replacement or Agreed Value Coverage options are selected, in which case the maximum limits are determined as provided for in the policy contract.

(Programming note: The paragraph below will print when Agreed Value is purchased.)

If I have purchased Agreed Value, I agree that the maximum limit of liability for Comprehensive and Collision Coverage is the Agreed Value as listed in the Outline of coverage section of this application. I understand that I must maintain the necessary paperwork (appraisal, photos, title of vehicle, and all receipts) used in determining the dollar value for the Agreed Value of each vehicle. In the event of a loss, this information will be required to settle a claim.

Other charges

I understand that the company may retain a cancellation fee if this policy is canceled at my request, or if cancellation is for nonpayment of premium, during the initial policy period.

I agree to pay the installment fees shown on my billing statement that become due during the policy term and each renewal policy term in accordance with the payment plan I have selected. I understand that the amount of these fees may change upon policy renewal or if I change my payment plan. Any change in the amount of installment fees will be reflected on my payment schedule.

I understand that a returned payment fee of <\$XX.XX> will be assessed to the balance due on my policy if any check offered in payment is not honored by my bank or other financial institution. Imposition of such charge shall not deem the Company to have accepted the check unconditionally.

I agree to pay a late fee of <\$XX.XX> during the policy term and each renewal policy term when either the minimum amount due is not paid or payment is postmarked more than <XX> days after the premium due date. The amount of this fee may change upon policy renewal.

(Programming note: The "Applicant signature" heading and the three paragraphs under the heading print for customers who elect to sign their application electronically.)

Applicant signature

(Programming note: First and last name of primary named insured will display in variable text field.)

I represent that I, <XXXXXXXXXXXXXXXX>, am the person identified as the named insured and the first driver in the Drivers and household residents section of this application. I acknowledge and agree to the statements contained within this application.

I also acknowledge and agree that by typing my name in the designated boxes on the screen below this form and clicking "Continue", I am electronically signing this application, which will have the same legal effect as the execution of this document by a written signature and shall be valid evidence of my intent and agreement to be bound by its terms.

I understand that my name already appears in the signature line below because I chose to electronically sign this application.

(Programming note: The signature line will appear on all applications.)

(Programming note: Pre-fill name and date for those who elect to sign electronically.)

(Programming note: For customers who e-sign, "Policy number, <XXXXXXXX-X>" will print if available.)

Policy number: <XXXXXXXX-X>
<XXXXX XXXXXXXXXXXXXXXXX>
< XXX XXXXXXXXXXXXXXXXX>
Page <X of X>

(Programming note: "Page <X of X>" will not print for e-sign.)

(Programming note: For Direct, "Not Applicable/Sample Form" will print on the signature line for unsold applications, or in the event the customer fails authentication or fails to e-sign.)

Signature of named insured

Date

X

Form 4868 AR (06/08)

Arkansas Off-Road Vehicle Coverage Endorsement

For purposes of this Off-Road Vehicle Coverage Endorsement, the Arkansas Motorcycle Policy is amended as follows:

1. General Definitions

The General Definition of "**covered motorcycle**" is deleted and all references throughout the policy to "**covered motorcycle**" are deleted and replaced by "**covered off-road vehicle**".

The General Definition of "**motorcycle**" is deleted and all references throughout the policy to "**motorcycle**" are deleted and replaced by "**off-road vehicle**".

The remainder of the General Definitions section is deleted in its entirety, as are all references throughout the policy to those definitions, and replaced by the following:

General Definitions

The following definitions apply throughout the policy. Defined terms are printed in boldface type and have the same meaning whether in the singular, plural, or any other form.

- a. "**Additional off-road vehicle**" means an **off-road vehicle you** become the owner of during the policy period that does not permanently replace an **off-road vehicle** shown on the **declarations page** if:
 - (i) **we** insure all other **off-road vehicles you** own;
 - (ii) the **additional off-road vehicle** is not covered by any other insurance policy;
 - (iii) **you** notify **us** within 30 days of becoming the owner of the **additional off-road vehicle**; and
 - (iv) **you** pay any additional premium due.

An **additional off-road vehicle**, including a motorcycle, will have the broadest coverage **we** provide for any **off-road vehicle** shown on the **declarations page**. If **you** ask **us** to insure an **additional off-road vehicle** more than 30 days after **you** become the owner, any coverage **we** provide will begin at the time **you** request coverage.
- b. "**All-terrain vehicle**" or "**ATV**" means any land motor vehicle that has at least three wheels and is principally designed for operation off public roads.
- c. "**Bodily injury**" means bodily harm, sickness, or disease, including death that results from bodily harm, sickness, or disease.
- d. "**Covered off-road vehicle**" means:
 - (i) any **off-road vehicle** shown on the **declarations page** for the coverages applicable to that **off-road vehicle**;
 - (ii) any **additional off-road vehicle**; and
 - (iii) any **replacement off-road vehicle**.
- e. "**Declarations page**" means the document showing **your** coverages, limits of liability, **covered off-road vehicles**, premium, and other policy-related information. The **declarations page** may also be referred to as the Off-Road Vehicle Insurance Coverage Summary.
- f. "**Dirt bike**" means any land motor vehicle that has:
 - (i) two wheels and is designed exclusively for operation off public roads;
 - (ii) completely open-air driver's seating; and
 - (iii) a motorcycle hand-grip steering device.
- g. "**Golf cart**" means any land motor vehicle designed principally for use on a golf course.
- h. "**Occupying**" means in, on, entering, exiting, mounting or dismounting.

- i. **"Off-road vehicle"** means any **ATV, dirt bike, golf cart, Segway®**, or **snowmobile** which is designed for operation principally off public roads.
- j. **"Off-road vehicle business"** means the business of selling, leasing, repairing, parking, storing, servicing, delivering, or testing vehicles.
- k. **"Punitive or exemplary damages"** means damages which may be imposed to punish a wrongdoer and to deter others from similar conduct.
- l. **"Relative"** means a person residing in the same household as **you**, and related to **you** by blood, marriage, or adoption, and includes a ward, stepchild, or foster child. **Your** unmarried dependent children temporarily away from home will qualify as a **relative** if they intend to continue to reside in **your** household.
- m. **"Replacement off-road vehicle"** means an **off-road vehicle**, including a motorcycle, that permanently replaces an **off-road vehicle** shown on the **declarations page**. A **replacement off-road vehicle** will have the same coverage as the **off-road vehicle** it replaces if the **replacement off-road vehicle** is not covered by any other insurance policy. However, if the **off-road vehicle** being replaced had coverage under Part IV - Damage To A Motorcycle, such coverage will apply to the **replacement off-road vehicle** only during the first 30 days after **you** become the owner unless **you** notify **us** within that 30 day period that **you** want **us** to extend coverage beyond the initial 30 days. If the **off-road vehicle** being replaced did not have coverage under Part IV - Damage To A Motorcycle, such coverage may be added, but the **replacement off-road vehicle** will have no coverage under Part IV until **you** notify **us** of the **replacement off-road vehicle** and ask **us** to add the coverage.
- n. **"Segway®"** means a Segway® Personal Transporter.
- o. **"Snowmobile"** means any motorized device that:
 - (i) is designed for use mainly off public roads on snow or ice;
 - (ii) has ski-like runners in front;
 - (iii) is propelled by means of a revolving track;
 - (iv) has completely open-air driver's seating; and
 - (v) has a motorcycle hand-grip steering device.
- p. **"Trailer"** means a non-motorized trailer or sled designed to be towed by a **covered off-road vehicle**.
- q. **"Transport trailer"** means a non-motorized trailer designed to be towed on public roads by a land motor vehicle and principally designed for transporting a **covered off-road vehicle**.
- r. **"We", "us", and "our"** mean the underwriting company providing the insurance, as shown on the **declarations page**.
- s. **"You"** and **"your"** mean:
 - (i) a person shown as a named insured on the **declarations page**; and
 - (ii) the spouse of a named insured if residing in the same household at the time of the loss.

2. Part III – Uninsured/Underinsured Motorist Coverage

Additional Definitions

The following item is deleted from the definition of **"underinsured motor vehicle"** in Part III:

An **"underinsured motor vehicle"** does not include any vehicle or equipment operated on rails or crawler treads.

The following item is deleted from the definition of **"uninsured motor vehicle"** in Part III:

An **"uninsured motor vehicle"** does not include any vehicle or equipment operated on rails or crawler treads.

3. Part IV – Damage To A Motorcycle

The Exclusions section in Part IV is modified to include the following:

Coverage under this Part IV will not apply for loss to a **covered off-road vehicle** if the damage does not affect the structure or operation of the **covered off-road vehicle**. Such damage includes, but is not limited to, paint chips, scratches, scrapes, and minor dents.

All other terms, limits and provisions of this policy remain unchanged.

SERFF Tracking Number: PRGS-125702277 *State:* Arkansas
First Filing Company: Progressive Casualty Insurance Company, ... *State Tracking Number:* EFT \$50
Company Tracking Number: L080230-AR-MC-1
TOI: 19.0 Personal Auto *Sub-TOI:* 19.0002 Motorcycle
Product Name: Motorcycle
Project Name/Number: Policy, App, End & Dec for 200801 Release 6/L080230-AR-MC-1

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PRGS-125702277 State: Arkansas
First Filing Company: Progressive Casualty Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: L080230-AR-MC-1
TOI: 19.0 Personal Auto Sub-TOI: 19.0002 Motorcycle
Product Name: Motorcycle
Project Name/Number: Policy, App, End & Dec for 200801 Release 6/L080230-AR-MC-1

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 07/23/2008

Comments:

Attachment:

NAIC P&C Transmittal Document - AR MC.pdf

Satisfied -Name: Readability Certificate **Review Status:** Approved 07/23/2008

Comments:

Attachment:

Readability Certificate for AR MC.pdf

Satisfied -Name: Cover Letter **Review Status:** Approved 07/23/2008

Comments:

Attachment:

07-14-08 Initial Cvr Ltr.pdf

Satisfied -Name: Comparisons **Review Status:** Approved 07/23/2008

Comments:

Attachments:

4868 (06-08) 1 r.pdf

5072 AR 02-06 vs. 5979 AR 06-08.pdf

Z027 AR 02-06 vs. Z565 AR 06-08.pdf

Satisfied -Name: Summary of Changes **Review Status:** Approved 07/23/2008

Comments:

Attachment:

Z572 AR _06-08_1c.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #
The Progressive Group of Insurance Companies	155

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Progressive Casualty Insurance Company	OH	24260	34-6513736	
Progressive Direct Insurance Company	OH	16322	34-1524319	
Progressive Northwestern Insurance Company	OH	24919	91-117829	

5. Company Tracking Number	L080230-AR-MC-1
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Edward P. Simms 6300 Wilson Mills Rd N72B Mayfield Village, OH 44143	Senior Counsel	440-395-3013	440-395-3790	Edward_P_Simms@Progressive.com

7.	Signature of authorized filer	
8.	Please print name of authorized filer	Edward P. Simms

Filing information (see General Instructions for descriptions of these fields)

9.	Type of Insurance (TOI)	Personal Auto
10.	Sub-Type of Insurance (Sub-TOI)	Motorcycle
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]	N/A
12.	Company Program Title (Marketing title)	N/A
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14.	Effective Date(s) Requested	New: 11-14-2008 Renewal:
15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	N/A
17.	Reference Organization # & Title	N/A
18.	Company's Date of Filing	07-14-2008
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	L080230-AR-MC-1
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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The **Arkansas Motorcycle Policy – Form 5979 AR (06/08)** replaces the Arkansas Motorcycle Policy – Form 5072 AR (02/06), which was approved on February 7, 2008, in your File # AR-PC-07-026431. Form 5979 AR (06/08) is a state-specific adaptation of the model motorcycle that we developed for use nationwide. A comparison document is included to assist with your review.

Please refer to the attached Summary of Changes document, Form Z572 AR (06/08), for further details. The Summary of Changes is submitted for informational purposes only and not for review and approval.

The **Arkansas Motorcycle Combo (Agency/Direct) Application – Form 4868 AR (06/08)** replaces the Arkansas COMBO (Agency/Direct) Application – Form 4868 AR (02/06), which was approved on June 15, 2006, in your File # AR-PC-06-018477. A comparison document is included to assist with your review.

The **Arkansas Off-Road Vehicle Coverage Endorsement – Form Z565 AR (06/08)** will replace the Arkansas Off-Road Vehicle Coverage Endorsement – Form Z027 AR (02/06) that was approved on June 15, 2006, in your File # AR-PC-06-018477. Form Z565 AR (06/08) is a state-specific adaptation of the model off-road endorsement that we developed for use nationwide. A comparison document is included to assist with your review.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
------------	---

Check #: SERFF EFT
Amount: \$50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	L080230-AR-MC-1
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Arkansas Motorcycle Policy	5979 AR (06/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	5072 AR (02/06)	AR-PC-07-026431
02	Arkansas Motorcycle Combo (Agency/Direct) Application	4868 AR (06/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	4868 AR (02/06)	AR-PC-06-018477
03	Arkansas Off-Road Vehicle Coverage Endorsement – Form	Z565 AR (06/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	Z027 AR (02/06)	AR-PC-06-018477
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

READABILITY CERTIFICATE

We, Kathleen M. Cerny, Assistant Secretary of Progressive Casualty and Progressive Northwestern Insurance Companies, and Karen A. Kosuda, Assistant Secretary of Progressive Direct Insurance Company, certify that the **Arkansas Motorcycle Policy – Form 5979 AR (06/08)** achieved a score of **41.0**, and the **Arkansas Off-Road Vehicle Coverage Endorsement – Form Z565 AR (06/08)** achieved a score of **45.1**. These forms comply with the readability requirements of the State of Arkansas when tested in accordance with the Flesch Reading Ease Test.



Date: July 14, 2008

Karen A. Kosuda
Assistant Secretary
Progressive Direct Insurance Company



Kathleen M. Cerny
Assistant Secretary
Progressive Casualty Insurance Company
Progressive Northwestern Insurance Company



July 14, 2008

FILED VIA SERFF

Arkansas Insurance Department
Property & Casualty Division
1200 West Third Street
Little Rock, AR 72201-1904

RE: Form Filing – 19.0 Personal Auto/19.0002 Motorcycle – Our File # L080230-AR-MC-1
PROGRESSIVE CASUALTY INSURANCE COMPANY (NAIC # 155-24260)
PROGRESSIVE DIRECT INSURANCE COMPANY (NAIC # 155-16322)
PROGRESSIVE NORTHWESTERN INSURANCE COMPANY (NAIC # 155-42919)

Arkansas Motorcycle Policy – Form 5979 AR (06/08)
Arkansas Motorcycle Combo (Agency/Direct) Application – Form 4868 AR (06/08)
Arkansas Off-Road Vehicle Coverage Endorsement – Form Z565 AR (06/08)

SERFF Tracking # PRGS-125702277

Please find included with this SERFF filing the above-captioned forms for your review and approval. The proposed effective date for this filing is **November 14, 2008**. We will notify you if this date changes.

The **Arkansas Motorcycle Policy – Form 5979 AR (06/08)** replaces the Arkansas Motorcycle Policy – Form 5072 AR (02/06), which was approved on February 7, 2008, in your File # AR-PC-07-026431. Form 5979 AR (06/08) is a state-specific adaptation of the model motorcycle that we developed for use nationwide. A comparison document is included to assist with your review.

Please refer to the attached Summary of Changes document, Form Z572 AR (06/08), for further details. The Summary of Changes is submitted for informational purposes only and not for review and approval.

The **Arkansas Motorcycle Combo (Agency/Direct) Application – Form 4868 AR (06/08)** replaces the Arkansas COMBO (Agency/Direct) Application – Form 4868 AR (02/06), which was approved on June 15, 2006, in your File # AR-PC-06-018477. A comparison document is included to assist with your review.

The **Arkansas Off-Road Vehicle Coverage Endorsement – Form Z565 AR (06/08)** will replace the Arkansas Off-Road Vehicle Coverage Endorsement – Form Z027 AR (02/06) that was approved on June 15, 2006, in your File # AR-PC-06-018477. Form Z565 AR (06/08) is a state-specific adaptation of the model off-road endorsement that we developed for use nationwide. A comparison document is included to assist with your review.

We have included the required NAIC Property & Casualty Transmittal Document and Certificate of Readability. The required filing fee in the amount of \$50.00 is being submitted via SERFF EFT. If you have any comments or questions with respect to this filing, please feel free to e-mail me at the address below or call me at 800-321-9843, network extension 625-3013. Thank you in advance for your attention to this filing.

Sincerely,

Edward P. Simms
Senior Counsel
Direct: (440) 395-3013
FAX: (440) 395-3790
E-mail: edward_p_simms@progressive.com

EPS/amc

Application for Insurance

(Programming note: The heading below will not print for customers who e-sign.)

Please review, sign where indicated and return

(Programming note: The heading below will print for customers who e-sign.)

Please review and sign where indicated

Drafting Note: COMBO MC

Brand Specific Logo

(Programming note: For customers who e-sign, "Policy number, <XXXXXXXX-X> will print if available.)

(Programming note: The heading and policy number below prints on all sold applications.)

Policy number: <XXXXXXXX-X>

(Programming note: Heading will be 'Named insured' if additional Named insured is not selected.)

Named insureds: <XXXXX XXXXXXXXXXXXXXXX>
< XXX XXXXXXXXXXXXXXXX>

<MMM DD, YYYY>

Page <X of X> (Programming note: "Page <X of X>" will not print for e-sign.)

(Programming note: For customers who sign the app electronically, "for policy number <XXXXXXXX>

(Programming note: The heading below prints on all sold applications.)

Policy and premium information for policy number <XXXXXXXX-X>

(Programming note: The heading below prints on all unsold applications.)

Policy and premium information

(Programming note: The name of the actual insuring entity will print below.)

Insurance company: <XXXXXXXXXXXX XXXX XXXXXXXXXXX XXXXXXX>
<XXXXX XXXXX>
<XXXXX, XX XXXXX>

(Programming note: Agent name will print if provided. If Agent name is not provided, only the Agency name will print.)

(Programming note: The section below will not print for Direct.)

Agent: <XXX XXXXX>
<XXXXX XXXXXXXXXXX XXXXXXX>
<XXXX XXXXX XX>
<XXXXXXXXXX, XX XXXXX>
<XXXXX>
<XXX-XXX-XXXX>

(Programming note: Heading will be 'Named insured' if additional Named insured is not selected.)

Named insureds: <XXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXX>
<XXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXX>
<XXX XXXX>
<XXXX, XX XXXXX>

(Programming note: The e-mail address, home telephone and work telephone headings will print even if no information is provided.)

e-mail address: <creditedemo@aol.com>

Home: <XXX-XXX-XXXX>

Work: <XXX-XXX-XXXX>

(Programming note: The field below will print when credit has been pulled. The name and phone number of the vendor will print.)

Financial responsibility vendor: <XXXXXXXXXXXXXXXXXX>
<XXX-XXX-XXXX>

(Program note: The Policy period will print on all sold applications.)

Policy period: <MMM DD, YYYY – MMM DD, YYYY>

(Programming note: For customers who e-sign, "Policy number, <XXXXXXXX-X>" will print if available.)

Policy number: <XXXXXXXX-X>
<XXXXX XXXXXXXXXXXXXXXXX>
< XXX XXXXXXXXXXXXXXXXX>
Page <X of X>

(Programming note: "Page <X of X>" will not print for e-sign.)

(Programming note: The date and time below will print on all sold applications.)

Effective date and time: <MMM DD, YYYY at XX:XX a.m.>

(Programming note: The sentence below will print on all unsold applications for Agent).

Your policy will be effective when your required initial payment is received by your agent or at a later date of your choice.

(Programming note: The sentence below will print on all unsold applications for Direct.)

Your policy will be effective when your required initial payment is received or at a later date of your choice.

.....
Total policy premium: <\$x,xxx>

.....
Initial payment required: <\$x,xxx>

(Programming note: Initial payment received prints for sold applications).

.....
Initial payment received: <\$x,xxx>

.....
Payment plan: <xxxxx> (Programming note: The selected payment plan will print here)

Drivers and household residents

All household residents who operate the vehicles described in the application, all operators that have an ownership interest in any of these vehicles and any other regular operator of these vehicles are listed below.

Note: The SS# will be masked after 14 days from the effective date on the quote. After that the entire SS# will be masked for Agency.

Note: SS# will not print for Direct and will not print on the Agency quote.

Name	Date of birth	Sex	Marital status	Relationship
<XXXX XXXXXXXXXXXXXXXXX>	<MMM DD, YYYY>	<XXXX>	<XXXXXX>	<XXXXXX>

SS#: ~~XXXXX9999~~ License status: <XXXXXXXX>

Principal vehicle: 2002 HONDA VT800

(Programming note: The section below prints when there is a driver with a filing.)

~~SR22-d~~ Driver filing

Name	Filing type	State	Case number	Effective date
<XXXXX XXXXXXXXXXXXXXXXX>	<XXXXXXXXXXXXXX>	<XX>	<XXXXXXXXXXXXXX>	MMM-DD, YYYY

(Programming note: The section below prints the coverages selected by the insured.)

Outline of coverage

(Programming note: The message below regarding policy limits needs to print directly underneath the "Outline of coverage" heading when there is more than one vehicle on the policy.)

Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for a vehicle may not be combined with the limits for the same coverage on another vehicle.

(Programming note: Coverage order will match the state specific dec page coverage order, and may not always match the model order of coverages.)

(Programming note: The "General policy coverage" text will print when there is a policy level coverage listed.)

General policy coverage	Limits	Deductible	Premium
(Programming note: \$xx,xxx = the dollar value listed for the Trailer Coverage.) Transport Trailer Physical Damage Coverage	<\$xx,xxx>	<\$xxx>	<\$xx>
.....			
Total premium for general policy coverage			<\$xx>

(Programming note: For customers who e-sign, "Policy number, <XXXXXXXX-X>" will print if available.)

Policy number: <XXXXXXXX-X>
 <XXXXX XXXXXXXXXXXXXXXXX>
 <XXX XXXXXXXXXXXXXXXXX>
 Page <X of X>

(Programming note: "Page <X of X>" will not print for e-sign.)

(Programming note: Coverage order will match the state specific dec page coverage order, and may not always match the model order of coverages.)

(Programming note: Display "cc" size if greater than zero. If "cc" size is equal to zero, "cc" size and "cc" heading will not print.)

2002 Honda VT800 CC: <XXX>
 VIN: XXX9999999999999999
 Garaging Zip Code: <XXXXX> State: <XX> Use: <XXXXXXXX>

	Limits	Deductible	Premium
Liability To Others			<\$xxx>
Bodily Injury Liability	<\$xxx,xxx> each person	<\$xxx,xxx> each accident	
Property Damage Liability	<\$xxx,xxx> each accident		
Uninsured Motorist Bodily Injury	<\$xx,xxx> each person	<\$xx,xxx> each accident	<xxx>
Underinsured Motorist	<\$xx,xxx> each person	<\$xx,xxx> each accident	<xxx>
Uninsured Motorist Property Damage	<\$xx,xxx> each accident		<xx>
Personal Injury Protection/Medical and Hospital Accidental Death/Work Loss Income Disability	<\$xx,xxx> Medical and Hospital <\$xx,xxx> Accidental Death		<xxx>

(Programming note: Descriptors are variable based on coverage settlement option selected. <\$xx,xxx> = Agreed Value dollar value listed for the vehicle.)

Comprehensive	Agreed Value <\$xx,xxx>	<\$xxx>	<xxx>
---------------	-------------------------	---------	-------

(Programming note: Descriptors are variable based on coverage settlement option selected. <\$xx,xxx> = Agreed Value dollar value listed for the vehicle.)

Collision	Agreed Value <\$xx,xxx>	<\$xxx>	<xxx>
-----------	-------------------------	---------	-------

~~Note: This section has hard coded text when CPE is less than or equal to \$1,000. Refer to the below note for when to display hard coded text.~~

~~Note: Variable display for this section.~~

~~Coverage: "Custom parts or Equipment" hard coded text will display when Comprehensive without Agreed Value is listed for the vehicle.~~

~~"Additional Custom Parts or Equipment" hard coded text will display below "Custom Parts or Equipment" when the CPE limit for the vehicle is \$1,001 or greater.~~

~~Note: Limit: The hard coded limit display text for Custom Parts or Equipment is "\$1,000 included with Comprehensive or Collision". The limit display for Additional Custom Parts of Equipment is \$xx,xxx-\$xx,xxx = CPE value minus \$1,000.~~

Custom Parts or Equipment	\$x,xxx		included
---------------------------	---------	--	----------

(Programming note: Variable display for this section.)

(Programming note: Coverage: "Accessory Coverage" will display when Comprehensive without Agreed Value is listed for the vehicle.)

(Programming note: Limit: If Accessory Coverage is "\$3,000 display under the limit section and "included" under the premium section. When Accessory Coverage is \$3,001 or greater, the limit display is \$xx,xxx. The premium will then display in the premium section.)

Accessory Coverage	<\$x,xxx>		included
--------------------	-----------	--	----------

(Programming note: Depending on insured's selection, print either Roadside Assistance or Roadside with Trip Interruption.)

Roadside Assistance			<XX>
Roadside Assistance			<XX>

(Programming note: For customers who e-sign, "Policy number, <XXXXXXXX-X>" will print if available.)

Policy number: <XXXXXXXX-X>
<XXXXX XXXXXXXXXXXXXXXXX>
< XXX XXXXXXXXXXXXXXXXX>
Page <X of X>

with Trip Interruption

(Programming note: "Page <X of X>" will not print for e-sign.)
\$500 each occurrence

.....
Total premium for 2002 HONDA <\$x,xxx>

.....
Total 12 month policy premium
<\$xx,xxx>

(Programming note: The section below prints when a discount applies to the application and only applicable sections print. If only one discount present, heading will read Premium discount.)

Premium discounts

Policy	
<XXXXXXXX-X>	(Programming note: Policy number <XXXXXXXX-X> will print if available.)Discount will display if applicable
Driver	
<XXXX XXXXXXXXXXXXXXX>	Discount will display if applicable
Vehicle	
2002 HONDA VT800	Discount will display if applicable

Driving history

(Programming note: The section below prints when there is a rated driver with a violation or accident.)

Please review the following information carefully because **your** driving history ~~from the last 35 months~~ is used to determine your rate. All accidents are considered at-fault and chargeable unless the accident is under an applicable payment threshold or we receive additional information from you or another source that proves the accident was not-at-fault. We obtain **your** driving history from the following sources:

- Your application (APP)
- Motor Vehicle Reports - provided by state agencies (MVR)

Driver	Description	Date	Source
<XXXXXXXXXXXXXXXXXX>	<XXXXXXXX>	<MMM DD, YYYY>	<XXX>

(Programming note: The section below prints when all drivers have a clean driving record.)

<XXXXX> (Brand company name will print in place of the X's) uses **your** driving history ~~from the past 35 months~~ to determine your rate. There are no accidents or violations for drivers on this policy.

(Programming note: The heading below prints when there is a Lienholder only.)

Lienholder information

(Programming note: The heading below prints when there is an Additional Interest only.)

Additional Interest information

(Programming note: The heading below prints when there is a Lienholder and Additional Interest.)

Lienholder and Additional Interest information

(Programming note: The sections below prints the names and addresses on file for the Lienholder and Additional Interest.)

(Programming note: For customers who e-sign, "Policy number, <XXXXXXXX-X>" will print if available.)

Policy number: <XXXXXXXX-X>
<XXXXX XXXXXXXXXXXXXXXXX>
< XXX XXXXXXXXXXXXXXXXX>
Page <X of X>

(Programming note: "Page <X of X>" will not print for e-sign.)

Lienholder:

LP #1
<XXX XXXXX XXXX, XX XXXXX>
2002 HONDA VT800 <XXXXXXXXXXXXXXXXXX>

Additional Interest:

ADDITIONAL INTEREST
<XX XXXXX XXXX, XX XXXXX>

Note: This notice always prints. The form number is Z111 (09/05) Form number will not print on notices unless programming note indicates otherwise.

~~Notice regarding custom parts and equipment~~

~~Subject to your limits of liability, if you have paid a premium for Comprehensive or Collision Coverage and you do not have Agreed Value on your motorcycle or off road vehicle, you will receive coverage for any loss arising from theft or damage to any custom parts or equipment attached to your motorcycle or off road vehicle up to \$1,000. "Custom parts or equipment" means equipment, devices, accessories, enhancements, and changes, other than those that are original manufacturer installed, which alter the appearance or performance of a covered vehicle.~~

~~Please be aware that custom parts and equipment may have been added to your motorcycle or off road vehicle by any previous owner, including a dealership. In this event, the cost for any custom parts and equipment may have been included in the purchase price of the motorcycle or off road vehicle. If the value of any such custom parts and equipment exceeds \$1,000, you may wish to purchase additional coverage. This coverage is available for an additional premium and affords protection for up to \$30,000 worth of custom parts and equipment.~~

(Programming note: This notice always prints. The form number is Z111 (02/07) Form number will not print on notices unless programming note indicates otherwise.)

Notice regarding accessory coverage

Subject to your limits of liability, if you have paid a premium for Comprehensive or Collision Coverage and you do not have Agreed Value on your motorcycle or off-road vehicle, you will receive coverage for any loss arising from theft or damage to any accessory attached to your motorcycle or off-road vehicle up to \$3,000. "Accessory coverage" means equipment, devices, enhancements, and changes, other than those that are original manufacturer installed, which alter the appearance or performance of a covered vehicle.

Please be aware that accessories may have been added to your motorcycle or off-road vehicle by any previous owner, including a dealership. In this event, the cost for any accessory may have been included in the purchase price of the motorcycle or off-road vehicle. If the value of any such accessory exceeds \$3,000, you may wish to purchase additional coverage. This coverage is available for an additional premium and affords protection for up to \$30,000 worth of accessories.

Note: The following form prints when the limit(s) of UM or UIM selected are greater than zero but less than the limit(s) of bodily injury liability selected. The form number is 5205 (02/06) Form number will not print on notices or forms within the app unless programming note indicates otherwise.

Rejection of higher limits for Uninsured Motorist Coverage and Underinsured Motorist Coverage

I have been offered and I have rejected the option to purchase Uninsured Motorist Coverage and Underinsured Motorist Coverage for bodily injury in an amount equal to the limits of the bodily injury liability coverage that I have selected. Instead, I elect the lower limits of Uninsured Motorist Coverage or Uninsured Motorist Coverage and Underinsured Motorist Coverage for bodily injury selected below. I understand that Uninsured Motorist Coverage for bodily injury protects me, my resident relatives, and occupants of a covered vehicle if any of us sustain bodily injury, including any resulting death, in an accident in which the owner or operator of a motor vehicle who is legally liable does not have insurance (an uninsured motorist). I understand that Underinsured Motorist Coverage for bodily injury protects me, my resident relatives, and occupants of a covered vehicle if any of us sustain bodily injury, including any resulting death, in an accident in which the owner or operator of a motor vehicle who is legally liable does not have enough insurance (an underinsured motorist).

(Programming note: For customers who e-sign, "Policy number, <XXXXXXXX-X>" will print if available.)

Policy number: <XXXXXXXX-X>
<XXXXX XXXXXXXXXXXXXXXXX>
< XXX XXXXXXXXXXXXXXXXX>
Page <X of X>

(Programming note: "Page <X of X>" will not print for e-sign.)

I understand and agree that this rejection of the higher limits and election of lower limits shall be binding on all persons insured under the policy, and that this election shall apply to any renewal, reinstatement, substitute, amended, or replacement policy with this company or any affiliated company, unless a named insured revokes this election or selects a different option.

(The coverage option selected is shown below.)

Note: This will be programmed to insert an "X" in front of the limit selected. This will show all of the coverages available in this state. This is an example showing the limits that are currently available.

\$25,000 each person/\$50,000 each accident

\$50,000 each person/\$100,000 each accident

\$100,000 each person/\$300,000 each accident

\$250,000 each person/\$500,000 each accident

\$300,000 combined single limit each accident

\$500,000 combined single limit each accident

NOTE: The 1 mil csl limit should only print for RV specialists.

\$1,000,000 combined single limit each accident

Note: This will be programmed to insert an "X" in front of the coverage(s) selected.

For:

Uninsured Motorist Coverage Only

Uninsured Motorist Coverage and Underinsured Motorist Coverage

Note: Pre-fill name and date for those who elect to sign electronically.

Note: For Direct, "Not Applicable/Sample Form" will print on the signature line for unsold applications, or in the event the customer fails authentication or fails to e-sign.

Signature of named insured

Date

X.....

(Programming note: For customers who e-sign, "Policy number, <XXXXXXXX-X>" will print if available.)

Policy number: <XXXXXXXX-X>
<XXXXX XXXXXXXXXXXXXXXXX>
<XXX XXXXXXXXXXXXXXXXX>
Page <X of X>

(Programming note: "Page <X of X>" will not print for e-sign.)

(Programming note: The text below all of the bolded headings within this Application agreement section should print directly below the heading.)

Application agreement

Verification of content

I affirm that the statements contained herein are true to the best of my knowledge and belief and do agree to pay any surcharges applicable under the Company rules which are necessitated by inaccurate statements. I understand that this policy may be rescinded and declared void if this application contains any false information or if any information that would alter the Company's exposure is omitted or misrepresented.

Note: The text below is state specific.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Notice of information practices

~~I acknowledge that the Company and its affiliates may collect information from consumer reporting agencies, such as driving record, and claims and credit history reports. The Company may use a credit based insurance score based on the information contained in that credit history report. This information will be used to underwrite my insurance and provide an accurate quote in an appropriate underwriting company. I authorize the Company and its affiliates to obtain future reports to update or renew the insurance or to offer replacement insurance. If there is an adverse action based on credit information, the Company offers an internal appeals process by contacting Policy Services.~~

I understand that to calculate an accurate price for my insurance, the Company may obtain information from third parties, such as consumer reporting agencies that provide driving, claims and credit histories. The Company may use a credit-based insurance score based on the information contained in the credit history. The Company or its affiliates may obtain new or updated information to calculate my renewal premium or service my insurance. I may access information about me and correct it if inaccurate. In some cases, the law permits the Company to disclose the information it collects without authorization. However, the Company will not share personal information with nonaffiliated companies for their marketing purposes without consent. Complete details are in the Company's Privacy Policy, which will be provided with this insurance policy and upon request.

I affirm that

If I make my initial payment by electronic funds transfer, check, draft, or other remittance, the coverage afforded under this policy is conditioned on payment to the Company by the financial institution. If the transfer, check, draft, or other remittance is not honored by the financial institution, the Company shall be deemed not to have accepted the payment and this policy shall be void.

If I make my initial payment by credit card, the coverage afforded under this policy is conditioned on payment to the Company by the card issuer. I understand that if the Company is unable to collect my initial payment from the card issuer, the Company shall be deemed not to have accepted the payment and this policy shall be void. I also understand that if I authorize a credit card transaction for any payment other than the initial payment, this policy will be subject to cancellation for nonpayment of premium if the Company is unable to collect payment from the card issuer. The Company is deemed "unable to collect" in the following instances: (1) when I reach my credit limit on my credit card and the card issuer refuses the charge; (2) when the card issuer cancels or revokes my credit card; or (3) when the card issuer does not pay the Company, for any reason whatsoever, upon the Company's request.

(Programming note: For customers who e-sign, "Policy number, <XXXXXXXX-X>" will print if available.)

Policy number: <XXXXXXXX-X>
<XXXXX XXXXXXXXXXXXXXXXX>
<XXX XXXXXXXXXXXXXXXXX>
Page <X of X>

(Programming note: "Page <X of X>" will not print for e-sign.)

(Programming note: The paragraph below will not print for Snowmobile.)

I agree that the maximum limit of liability for Comprehensive and Collision Coverage (if purchased) is the Actual Cash Value of the factory standard vehicle at the time of the loss, if the vehicle does not have Agreed Value.

(Programming note: The below paragraph will only print when the vehicle does not have Agreed Value.)

I agree that the maximum limit of liability for Comprehensive and Collision Coverage (if purchased) is the Actual Cash Value of the factory standard vehicle at the time of the loss, less the deductible, or the amount displayed on the declarations page, whichever is less; unless Total Loss Replacement or Agreed Value Coverage options are selected, in which case the maximum limits are determined as provided for in the policy contract.

(Programming note: The paragraph below will print when Agreed Value is purchased.)

If I have purchased Agreed Value, I agree that the maximum limit of liability for Comprehensive and Collision Coverage is the Agreed Value as listed in the Outline of coverage section of this application. I understand that I must maintain the necessary paperwork (appraisal, photos, title of vehicle, and all receipts) used in determining the dollar value for the Agreed Value of each vehicle. In the event of a loss, this information will be required to settle a claim.

Other charges

I understand that the company may retain a cancellation fee if this policy is canceled at my request, or if cancellation is for nonpayment of premium, during the initial policy period.

I agree to pay the installment fees shown on my billing statement that become due during the policy term and each renewal policy term in accordance with the payment plan I have selected. I understand that the amount of these fees may change upon policy renewal or if I change my payment plan. Any change in the amount of installment fees will be reflected on my payment schedule.

I understand that a ~~service charge~~ returned payment fee of <\$XX.XX> will be assessed to the balance due on my policy if any check offered in payment is not honored by my bank or other financial institution. Imposition of such charge shall not deem the Company to have accepted the check unconditionally.

I agree to pay a late fee of <\$XX.XX> during the policy term and each renewal policy term when either the minimum amount due is not paid or payment is postmarked more than <XX> days after the premium due date. The amount of this fee may change upon policy renewal.

(Programming note: The "Applicant signature" heading and the three paragraphs under the heading print for customers who elect to sign their application electronically.)

Applicant signature

(Programming note: First and last name of primary named insured will display in variable text field.)

I represent that I, <XXXXXXXXXXXXXXXX>, am the person identified as the named insured and the first driver in the Drivers and household residents section of this application. I acknowledge and agree to the statements contained within this application.

I also acknowledge and agree that by typing my name in the designated boxes on the screen below this form and clicking "Continue", I am electronically signing this application, which will have the same legal effect as the execution of this document by a written signature and shall be valid evidence of my intent and agreement to be bound by its terms.

I understand that my name already appears in the signature line below because I chose to electronically sign this application.

(Programming note: The signature line will appear on all applications.)

(Programming note: Pre-fill name and date for those who elect to sign electronically.)

(Programming note: For customers who e-sign, "Policy number, <XXXXXXXX-X>" will print if available.)

Policy number: <XXXXXXXX-X>
<XXXXX XXXXXXXXXXXXXXXXX>
< XXX XXXXXXXXXXXXXXXXX>
Page <X of X>

(Programming note: "Page <X of X>" will not print for e-sign.)

(Programming note: For Direct, "Not Applicable/Sample Form" will print on the signature line for unsold applications, or in the event the customer fails authentication or fails to e-sign.)

Signature of named insured

Date

X

~~Note: The section below will not print for Direct.~~

~~**Producer signature**~~

~~The undersigned represents and certifies that the information contained herein is correct to his or her knowledge; that this application was completed and then signed by the insured; that a completed copy has been given to the insured; and that the undersigned will retain a signed copy hereof.~~

~~**Signature of producer**~~

~~**Date**~~

~~**Time**~~

~~X~~

COMPARISON DOCUMENT

5072 AR (02/06) v. 5979 AR (06/08)

Additions shown in **blue text** / Deletions shown in ~~red strike-through marks~~

ARKANSAS

MOTORCYCLE POLICY

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ARKANSAS MOTORCYCLE POLICY

~~If you pay your premium on time, we will provide the insurance described in this policy.~~

YOUR DUTIES

~~WHAT YOU MUST DO IN CASE OF AN ACCIDENT OR LOSS~~

~~Notify Us As Soon As Practicable~~

~~If a person or motorcycle covered by this policy is involved in an accident or loss for which this insurance may apply, report it to us within twenty-four (24) hours or as soon as practicable by calling us at 1-800-PROGRESSIVE.~~

~~For coverage to apply under this policy, you or an insured person must promptly report each accident or loss even if an insured person is not at fault.~~

~~You should provide us with the following accident or loss information as soon as it is available:~~

- ~~• time;~~
- ~~• place;~~
- ~~• circumstances of the accident or loss (for example, how the accident happened and weather conditions);~~
- ~~• names and addresses of all persons involved;~~
- ~~• names and addresses of any witnesses; and~~
- ~~• the license plate numbers of the vehicles involved.~~

~~You or an insured person should also notify the police within twenty-four (24) hours or as soon as practicable if:~~

- ~~• a hit and run vehicle is involved; or~~
- ~~• theft or vandalism has occurred.~~

~~A person claiming coverage must:~~

- ~~• cooperate with us in any matter concerning a claim or lawsuit;~~
- ~~• provide any written proof of loss we may reasonably require;~~
- ~~• allow us to take signed and recorded statements, including sworn statements and examinations under oath, and answer all reasonable questions we may ask as often as we may reasonably require;~~
- ~~• promptly send us any and all legal papers relating to any claim or lawsuit;~~
- ~~• attend hearings and trials as we require;~~
- ~~• take reasonable steps after a loss to protect the covered motorcycle, non-owned motorcycle, or trailer from further loss. We will pay reasonable expenses incurred in providing that protection. If you fail to do so, any further damages will not be covered under this policy;~~
- ~~• allow us to have the damaged covered motorcycle, non-owned motorcycle, or trailer inspected and appraised before its repair or disposal;~~
- ~~• submit to medical examinations at our expense by doctors we select as often as we may reasonably require; and~~
- ~~• authorize us to obtain medical and other records.~~

INSURING AGREEMENT

In return for **your** payment of the premium, **we** agree to insure **you** subject to all the terms, conditions, and limitations of this policy. **We** will insure **you** for the coverages and the limits of liability shown on this policy's **declarations page**. **Your** policy consists of the policy contract, **your** insurance application, the **declarations page**, and all endorsements to this policy.

GENERAL DEFINITIONS

~~Except as otherwise defined in this policy, terms appearing~~The following definitions apply throughout the policy. Defined terms are printed in boldface, type and have the same meaning whether in the singular, plural, or ~~possessive, will have the following meaning:~~any other form.

1. ~~"Accident"~~ **"Additional motorcycle"** means a ~~sudden, unexpected, and unintended occurrence.~~

2. ~~"Bodily injury"~~ means ~~bodily harm, sickness, or disease, including death that results from bodily harm, sickness, or disease.~~

3. ~~"Business"~~ includes a trade, profession, or occupation.

4. ~~"Covered motorcycle"~~ means:

~~a. any motorcycle shown on the Declarations Page, unless you have asked us to delete that motorcycle from the policy;~~

~~b. any additional motorcycle on the date you become the owner if:~~

~~(i) you acquire the motorcycle of during the policy period that does not permanently replace a motorcycle shown on the Declarations Page;~~ **declarations page if:**

~~(ii) a. we insure all other motorcycles owned by you; and own;~~

~~(iii) no other insurance policy provides coverage for that motorcycle.~~ **b. the additional motorcycle is not covered by any other insurance policy;**

~~If we provide coverage for a motorcycle you acquire in addition to any motorcycle shown on the Declarations Page, we will provide the-~~ **c. you notify us within 30**

days of becoming the owner of the additional motorcycle; and

d. you pay any additional premium due.

An additional motorcycle, including an off-road vehicle, will have the broadest coverage we provide for any motorcycle shown on the Declarations Page. We will provide that coverage for a period of thirty (30) days after you become the owner. We will not provide coverage after this thirty (30) day period, unless within this period you ask us to insure the additional motorcycle. If you add any coverage to this policy or increase your limits, these changes to your policy will not become effective until after you ask us to add the coverage or increase your limits;

and declarations page. If you ask us to insure an additional motorcycle more than 30 days after you become the owner, any coverage we provide will begin at the time you request coverage.

2. **"Bodily injury"** means **bodily harm, sickness, or disease, including death that results from bodily harm, sickness, or disease.**

3. **"Covered motorcycle"** means:

a. any motorcycle shown on the declarations page for the coverages applicable to that motorcycle;

b. any additional motorcycle;

c. any replacement motorcycle on the date you become the owner if; or

~~_____ (i) you acquire the _____ the policy period shown on the _____~~ d. a **loaner motorcycle** during

4. **“Declarations Page;**

- ~~_____ (ii) the motorcycle that you acquire replaces one shown on the **Declarations Page;** and~~
- ~~_____ (iii) no other insurance policy provides coverage for that **motorcycle.**~~

~~_____ If the **motorcycle** that you acquire replaces one shown on the **Declarations Page,** it will have the same coverage as the **motorcycle** it replaces. **You** must ask **us** to insure a replacement **motorcycle** within thirty (30) days after **you** become the **owner** if **you** want to continue any coverage **you** had under Part IV—Damage To A Motorcycle. If the **motorcycle** replaced did not have coverage under Part IV—Damage To A Motorcycle, **you** may add coverage for the replacement **motorcycle.** However, if **you** add coverage under Part IV—Damage To A Motorcycle, it will not become effective until after **you** ask **us** to add the coverage. If **you** add any other coverage to this policy or increase **your** limits, it will not become effective until after **you** ask **us** to add the coverage or increase **your** limits.~~

5. **“Declarations Page”page**” means the document from **us** listing:

- ~~_____ a. the types of coverage **you** have elected;~~
- ~~_____ b. the limit for each coverage;~~
- ~~_____ c. the cost for each coverage;~~
- ~~_____ d. the specified **motorcycles** covered by this policy;~~
- ~~_____ e. the types showing **your** coverages, limits of coverage for each **motorcycle;** and liability, **covered motorcycles,** premium, and other policy-related information. The **declarations page** may also be referred to as the Motorcycle Insurance Coverage Summary.~~
- ~~_____ f. other information applicable to this policy.~~

6. **“5. “Loaner motorcycle”**” means a **motorcycle** that: is:

- ~~is~~ a. loaned to **you** by a **duly** licensed ~~repair facility or~~ dealer; ~~or~~:
 - ~~b. **you** rent temporarily;~~
 - i. as a temporary substitute for a **covered motorcycle** while ~~at~~ the **covered motorcycle** is ~~not~~ in use:
 - ~~a. because out of an **accident** or **loss** covered by this policy; or~~
- use because of breakdown, repair, ~~service, or damage to that **covered motorcycle.**~~ or servicing;
or

7. **“Loss”** means sudden, direct, and accidental loss or damage.

- ~~8.~~ ii. for use as a demonstrator vehicle; or
- b. rented or leased from a rental company that is in the business of providing primarily private passenger vehicles to the public under a rental agreement for a period not to exceed 90 days.

6. **“Motorcycle”**” means any motorcycle, motorbike, motor scooter, or motorized trike that is designed for operation principally upon public roads and has:

- ~~a.~~ at least two wheels, but not more than three wheels;.
- ~~b. completely open-air driver’s seating; and~~
- ~~c. a motorcycle hand grip steering device.~~

9. **“7. “Motorcycle business”**” means the business of selling, leasing, repairing, parking, storing, servicing, delivering, or testing vehicles.

8. **“Occupying”**” means in, on, entering, exiting, mounting or dismounting.

- ~~10.~~ **"Owned"** means the person:
- ~~a. holds legal title to the vehicle;~~
 - ~~b. has legal possession of the vehicle that is subject to a written security agreement with an original term of six (6) months or more; or~~
 - ~~c. has legal possession of the vehicle that is leased to that person under a written agreement for a continuous period of six (6) months or more.~~
- ~~11.~~ **"Owner"** means any person who, with respect to a vehicle:
- ~~a. holds legal title to the vehicle;~~
 - ~~b. has legal possession of the vehicle that is subject to a written security agreement with an original term of six (6) months or more; or~~
 - ~~c. has legal possession of the vehicle that is leased to that person under a written agreement for a continuous period of six (6) months or more.~~
- ~~12.~~ **9. "Off-road vehicle"** means an ATV, dirt bike, golf cart, Segway®, or snowmobile which is designed for operation principally off public roads.
- 10. "Punitive or exemplary damages"** means damages which may be imposed to punish a wrongdoer and to deter others from similar conduct.
- ~~13.~~ **11. "Relative"** means a person residing in the same household as **you**, and related to **you** by blood, marriage, or adoption, ~~including a and includes~~ a ward, stepchild, or foster child. **Your** unmarried dependent children temporarily away from home will ~~be considered residents~~ qualify as a **relative** if they intend to continue to reside in **your** household.
- ~~14.~~ **12. "Replacement motorcycle"** means a **motorcycle**, including an **off-road vehicle**, that permanently replaces a **motorcycle** shown on the **declarations page**. A **replacement motorcycle** will have the same coverage as the **motorcycle** it replaces if the **replacement motorcycle** is not covered by any other insurance policy. However, if the **motorcycle** being replaced had coverage under Part IV - Damage To A Motorcycle, such coverage will apply to the **replacement motorcycle** only during the first 30 days after **you** become the owner unless **you** notify **us** within that 30-day period that **you** want **us** to extend coverage beyond the initial 30 days. If the **motorcycle** being replaced did not have coverage under Part IV - Damage To A Motorcycle, such coverage may be added, but the **replacement motorcycle** will have no coverage under Part IV until **you** notify **us** of the **replacement motorcycle** and ask **us** to add the coverage.
- 13. "Trailer"** means a non-motorized trailer designed to be towed on public roads by a **motorcycle**.
- ~~15.~~ **14. "Transport trailer"** means a non-motorized trailer designed to be towed on public roads by a land motor vehicle and principally designed for transporting a **covered motorcycle**.
- ~~16.~~ **"We", "Us", and "Our"** **15.** **"We", "us", and "our"** mean the underwriting company providing the insurance, as shown on the ~~Declarations Page~~ **declarations page**.
- ~~17.~~ **16. "You"** and ~~"Your"~~ **"your"** mean:
- a. a person ~~or persons~~ shown as a named insured on the ~~Declarations Page~~ **declarations page**; and
 - b. the spouse of a named insured if residing in the same household ~~at the time of the loss~~.

PART I - LIABILITY TO OTHERS

INSURING AGREEMENT

~~Subject to the Limits of Liability, if~~ **If you** pay the premium for ~~liability~~ **this** coverage, **we** will pay damages, ~~other than punitive or exemplary damages,~~ for **bodily injury** and **property damage** for which an **insured person** becomes legally responsible because of an accident ~~arising out of the:~~

~~1. ownership, maintenance, or use of a motorcycle; or~~

~~2. use of any trailer while attached to a:~~

~~— a. covered motorcycle; or~~

~~— b. non-owned motorcycle operated by an insured person.~~

Damages include prejudgment interest awarded against an **insured person**.

We will settle or defend, at **our** option, any claim for damages covered by this Part I.

ADDITIONAL DEFINITIONS

When used in this Part I, ~~whether in the singular, plural or possessive:~~

1. ~~"Insured person"~~ means:

a. **you** or a **relative** with respect to an accident arising out of the ownership, maintenance, or use of a **covered motorcycle**;

b. any person with respect to an accident arising out of that person's use of a **covered motorcycle** with the ~~express or implied~~ permission of **you** or a **relative**;

c. ~~a relative with respect to an accident arising out of the maintenance or use of a non-owned motorcycle with the express or implied permission of the owner of the motorcycle;~~

~~— d. you with respect to an accident arising out of the maintenance or use of any motorcycle with the express or implied permission of the owner of the motorcycle;~~

~~— e. any person or organization with respect only to vicarious liability for an accident arising out of the use of a covered motorcycle or non-owned motorcycle by the acts or omissions of a person described in a, or b, e, or d above; and~~

~~f. d. any Additional Interest Insured designated by you in your application, or by a change request agreed to by us, shown on the declarations page with respect to only to its liability for an accident arising out of the acts or omissions of the use of a covered motorcycle or non-owned motorcycle by a person described in a, or b, e, or d above.~~

2. ~~"Non-owned motorcycle" means any motorcycle that is not owned by you, a relative, or the named insured's non-resident spouse.~~

~~3. "Property damage" means physical damage to, destruction of, or loss of use of, tangible property.~~

ADDITIONAL PAYMENTS

In addition to **our** limit of liability, **we** will pay for an **insured person**:

1. all expenses ~~that we~~ incur in the settlement of any claim or defense of any lawsuit;

2. interest accruing after entry of judgment, until **we** have paid, ~~offered to pay,~~ or ~~tendered~~ **deposited in court** that portion of the judgment which does not exceed **our** limit of liability. This does not apply if **we** have not been given notice of suit or the opportunity to defend an **insured person**;

3. the premium on any appeal bond or attachment bond required in any lawsuit **we** defend. **We** have no duty to purchase a bond in an amount exceeding **our** limit of liability, and **we** have no duty to apply for or furnish these bonds;

4. up to \$250 for a bail bond required because of an accident ~~arising out of the ownership, maintenance, resulting in~~ **bodily injury** or ~~use of a~~ **property damage** covered ~~motorcycle or non-owned motorcycle under this Part I.~~ We have no duty to apply for or furnish this bond; and
5. reasonable expenses, including loss of earnings up to \$200 ~~aper~~ day, incurred at **our** request.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART I.

Coverage under this Part I, including **our** duty to defend, ~~does~~ **will** not apply to **any insured person** for:

1. **bodily injury** or **property damage** arising out of the ownership, maintenance, or use of ~~a~~ **any** motorcycle ~~or trailer~~ while being used:
 - a. to carry or escort persons or property for compensation or a fee; or
 - b. for retail or wholesale delivery, including, but not limited to, the pickup, transport, or delivery of magazines, newspapers, mail, or food, ~~or any other products.~~
 This exclusion does not apply to ride-share arrangements or to use of a **motorcycle** for charitable events;
2. any liability assumed ~~by an insured person~~ under any contract or agreement; ~~by you or a relative;~~
3. **bodily injury** to an employee of ~~an~~ **that insured person** arising out of or within the course of employment, ~~except for.~~ This exclusion does not apply to domestic employees if benefits are neither paid nor required to be provided under workers' compensation, disability benefits, or similar laws;
4. **bodily injury** or **property damage** arising out of an accident involving ~~a~~ **any** motorcycle ~~or trailer~~ while being ~~maintained or~~ used by a person while employed or engaged in ~~the~~ **any motorcycle business** ~~of selling, leasing, repairing, parking, storing, servicing, delivering, or testing vehicles. However, this.~~ This exclusion does not apply to **you**, a **relative**, or an agent or employee of **you** or a **relative**, when using a **covered motorcycle**;
5. **bodily injury** or **property damage** resulting from ~~,~~ or sustained during practice or preparation for:
 - a. any pre-arranged or organized:
 - ~~a.~~(i) racing;
 - ~~b.~~(ii) stunting;
 - ~~c.~~ speed, or demolition contest or activity;
 - (iii) ~~closed course event, or in practice or preparation for any such contest, activity, or event. However, this~~
 - b. any riding activity conducted on a permanent or temporary racetrack, racecourse, or during any closed course event.
 This exclusion does not apply to use of a **motorcycle** for escorting participants in charitable racing events;
6. **bodily injury** or **property damage** due to a nuclear reaction or radiation;
7. **bodily injury** or **property damage** for which insurance:
 - a. is afforded under a nuclear energy liability insurance contract; or
 - b. would be afforded under a nuclear energy liability insurance contract but for its termination upon exhaustion of its limit of liability;
8. any obligation for which the United States Government is liable under the Federal Tort Claims Act;
9. **bodily injury** or **property damage** caused by an intentional act of ~~an~~ **that insured person**, or at the direction of ~~an~~ **that insured person**, even if the actual injury or damage is different than that which was intended or expected;
10. **property damage** to any property owned by, rented to, being transported by, used by, or in the charge of ~~an~~ **that insured person** ~~or a person residing in your household. However, this.~~ This exclusion does not apply to:
 - ~~a.~~ a rented residence or a rented garage ~~damaged by a covered motorcycle; or~~

~~—b.—property damage to another covered motorcycle;~~

11. **bodily injury** to **you** or a **relative**;
12. **bodily injury** or **property damage** ~~resulting from a relative's operation or use of a vehicle~~ arising out of the ownership, maintenance, or use of any motorcycle owned by **you** or furnished or available for **your** regular use, other than a **covered motorcycle**, ~~owned by you or a person who resides with you~~ for which this coverage has been purchased;
13. **bodily injury** or **property damage** ~~resulting from your operation~~ arising out of the ownership, maintenance, or use of ~~a vehicle~~ any motorcycle owned by **you** a **relative** or furnished or available for the regular use of a **relative**, other than a **covered motorcycle**; ~~for which this coverage has been purchased. This exclusion does not apply to your maintenance or use of such motorcycle;~~
14. **bodily injury** or **property damage** arising out of **your** or a **relative's** use of a motorcycle, other than a **covered motorcycle**, without the permission of the owner of the motorcycle or the person in lawful possession of the motorcycle;
15. **bodily injury** or **property damage** arising out of the use of a **covered motorcycle** while leased or rented to others. ~~However, this~~ or given in exchange for any compensation. This exclusion does not apply to the operation of a **covered motorcycle** by **you** or a **relative**; ~~or~~
- ~~15. **bodily injury** or **property damage** arising out of the ownership, maintenance or use of a motorcycle or trailer while it is being used for commercial or business purposes.~~
16. **punitive or exemplary damages**; or
17. **bodily injury** or **property damage** caused by, or reasonably expected to result from, a criminal act or omission of that **insured person**. This exclusion applies regardless of whether that **insured person** is actually charged with, or convicted of, a crime. For purposes of this exclusion, criminal acts or omissions do not include traffic violations.

LIMITS OF LIABILITY

The limit of liability shown on the **Declarations Page** ~~declarations page~~ for liability coverage is the most **we** will pay regardless of the number of:

1. claims made;
2. **covered motorcycles**;
3. ~~trailers shown on the~~ **Declarations Page**;
- ~~4.~~ **insured persons**;
- ~~5~~4. lawsuits brought;
- ~~6~~5. vehicles involved in ~~an~~ the accident; or
- ~~7~~6. premiums paid.

~~If the **Declarations Page** shows that "combined single limit" or "CSL" applies, the amount shown is the most **we** will pay for the total of all damages resulting from any one **accident**. However, without changing this total "each accident" limit of liability, **we** will comply with any law that requires **us** to provide any separate limits.~~

If your **Declarations Page** ~~declarations page~~ shows a split limit:

1. the amount shown for "each person" is the most **we** will pay for all damages due to **bodily injury** to one person ~~resulting from any one accident~~;
2. subject to the "each person" limit, the amount shown for "each accident" is the most **we** will pay for all damages due to **bodily injury** sustained by two or more persons in any one accident; and

3. the amount shown for ~~“property damage”~~ is the most **we** will pay for the total of all **property damage** ~~for which an insured~~ resulting from any one accident.

The ~~“each person becomes liable as a result of any one accident.”~~

The ~~“each person”~~ limit of liability ~~includes~~ applies to the total of all claims made for **bodily injury** to a person and all claims of others, if allowed by law, derived from such **bodily injury**, including, but not limited to, emotional injury or mental anguish resulting from the **bodily injury** of another or from witnessing the **bodily injury** to another, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death.

If the **declarations page** shows that “combined single limit” or “CSL” applies, the amount shown is the most **we** will pay for the total of all damages resulting from any one accident. However, without changing this limit of liability, **we** will comply with any law that requires **us** to provide any separate limits.

No one ~~will be~~ is entitled to duplicate payments for the same elements of damages.

~~The total damages recoverable under this Part I shall be reduced by any payment to that person for the same elements of damages under Part II(A) — Personal Injury Protection Coverage or Part III— Uninsured/Underinsured Motorist Coverage.~~

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

A **motorcycle** and attached **trailer** are considered one **motorcycle**. Therefore, the ~~Limits of Liability~~ limits of liability will not be increased for an accident involving a **motorcycle** ~~which that~~ has an attached **trailer**.

FINANCIAL RESPONSIBILITY LAWS

When **we** certify this policy as proof of financial responsibility, this policy will comply with the law to the extent required. ~~You~~ **The insured person** 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 any other applicable liability insurance or bond, **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.

However, any insurance **we** provide for a:

- ~~1.— motorcycle, other than a covered motorcycle; or~~
 - ~~2.— trailer, other than a trailer being towed by a covered motorcycle;~~
- , will be excess over any other collectible insurance, self-insurance, or bond.

~~Any insurance we provide for a loaner motorcycle will be primary over any applicable insurance provided by a policy issued to the owner of the loaner motorcycle for liability arising out of your use of the loaner motorcycle.~~

OUT-OF-STATE COVERAGE

If an accident to which this Part I applies occurs in any state, territory, or possession of the United States of America or any province or territory of Canada, other than the one in which a **covered motorcycle** is principally garaged, and the state, province, territory, or possession has:

1. a financial responsibility or similar law requiring limits of liability for **bodily injury** or **property damage** higher than the limits shown on the ~~Declarations Page~~**declarations page**, this policy will provide the higher limits; or
2. a compulsory insurance or similar law requiring a non-resident to maintain insurance whenever the non-resident uses a **motorcycle** in that state, province, territory, or possession, this policy will provide the greater of:
 - a. the required minimum amounts and types of coverage; or
 - b. the ~~Limits~~limits of ~~Liability~~liability under this policy.

RIGHT OF DIRECT ACTION

Any person entitled to payment of damages covered under this Part I, or his or her personal representative, shall be subrogated to the right of the person shown as the named insured on the ~~Declarations Page~~**declarations page** for payment under this Part I. If a judgment against an **insured person** remains unsatisfied after ~~thirty (30)~~ days from the date notice of entry of judgment was served on either the **insured person**, the attorney for the **insured person**, or **us**, the injured person, or his or her personal representative, may maintain an action against **us** for the amount of the judgment not exceeding **our** Limits of Liability.

PART II(A) -- PERSONAL INJURY PROTECTION COVERAGE

INSURING AGREEMENT -- MEDICAL AND HOSPITAL BENEFITS COVERAGE

~~Subject to the Limits of Liability shown on the Declarations Page, if~~ **if** you pay the premium for ~~Medical And Hospital Benefits Coverage~~ **this coverage**, we will pay for reasonable and necessary ~~expenses, incurred within two (2) years from the date of the accident, for medical, and hospital, nursing, dental, surgical, ambulance, funeral and prosthetic services~~ **benefits** because of **bodily injury**:

1. sustained by an **insured person**;
2. caused by an accident; and
3. arising out of the ownership, maintenance or use of a motor vehicle.

~~Medical And Hospital Benefits Coverage includes payment for non-medical remedial care and treatment rendered in accordance with a recognized religious method of healing. Payment for hospital room charges shall be limited to the amount charged for semiprivate accommodations.~~

~~INSURING AGREEMENT~~ **INSURING AGREEMENT - INCOME DISABILITY BENEFITS COVERAGE**

~~Subject to our Limit of Liability, if~~ **if** you pay the premium for ~~Income Disability Benefits Coverage~~ **this coverage**, we will pay for **income disability benefits** because of **bodily injury**:

1. sustained by an **insured person**;
2. caused by an accident; and
3. arising out of the ownership, maintenance or use of a motor vehicle.

~~No payment for income disability benefits shall be made for any period following the death of the insured person.~~

~~INSURING AGREEMENT~~ **ACCIDENTAL DEATH BENEFITS COVERAGE**

INSURING AGREEMENT - ACCIDENTAL DEATH BENEFITS COVERAGE

If you pay the premium for ~~Accidental Death Benefits Coverage~~ **this coverage**, we will pay the amount stated on the ~~Declarations Page for Accidental Death Benefits Coverage~~ **declarations page** if an **insured person** dies within one ~~(1)~~ **(1)**-year of the date of an accident ~~because~~ **as a result** of **bodily injury**:

1. caused by ~~an~~ **the** accident; and
2. arising out of the ownership, maintenance, ~~or~~ **or** use of a motor vehicle.

~~ADDITIONAL~~ **ADDITIONAL DEFINITIONS**

When used in this Part II(A), ~~whether in the singular, plural or possessive:~~

1. **“Income disability benefits”** means loss of income from work the **insured person** would have ~~earned, during the period beginning eight (8) days from the date of the accident and not exceeding fifty two (52) weeks,~~ **performed** had the **insured person** not sustained **bodily injury**. ~~If~~ **However, if** the **insured person** ~~did not earn~~ **is a non-income** ~~from work at the time~~

~~of the accident~~ **earner, income disability benefits** means expenses reasonably incurred, ~~during the period beginning eight (8) days from the date of the accident and not exceeding fifty two (52) weeks, to obtain~~ for essential services in lieu of those the **insured person** would have performed, without income, ~~for the benefit of the insured person or his or her family,~~ had the **insured person** not sustained **bodily injury**. **Income disability benefits** apply only to the period beginning eight days after the date of the accident and not exceeding 52 weeks. **Income disability benefits** do not include any loss or expense after the death of the **insured person**.

2. ~~“Insured person” means~~ and **“insured persons”** mean:
 - a. **you** or any **relative**; and
 - b. any other person:
 - (i) while **occupying a covered motorcycle**; or
 - (ii) when struck by a **covered motorcycle** while a pedestrian, bicyclist, or **motorcyclist**, or while riding on an animal or in a horse-drawn wagon or cart.
3. ~~“Non-owned motorcycle” means any motorcycle that is not owned by you, a relative, or the named insured’s non-resident spouse~~ **“Medical and hospital benefits”** means all reasonable and necessary expenses for medical, hospital, nursing, dental, surgical, ambulance, funeral, and prosthetic services incurred within 24 months after the accident, and may include any non-medical remedial care and treatment rendered in accordance with a recognized religious method of healing. Expenses for hospital charges are limited to semi-private accommodations.

EXCLUSIONS -- READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART II(A).

~~The coverages provided~~ Coverage under this Part II(A) ~~do~~ will not apply to **bodily injury**:

1. sustained by any person, other than **you** or a **relative**, who is a named insured or additional insured under any other valid and collectible motor vehicle insurance policy providing the minimum personal injury protection coverages required by law;
2. sustained by any person who intentionally caused such **bodily injury**;
3. sustained by any person while in the commission of a felony or while seeking to elude lawful apprehension or arrest by a law enforcement official;
4. to the extent benefits are paid or payable under any ~~workers’~~ **workers'** compensation law, disability benefits law or similar law. ~~However, this~~ This exclusion does not apply to Accidental Death Benefits Coverage;
5. ~~sustained by any person while using or occupying a motorcycle owned by you, other than a covered motorcycle;~~ resulting from, or sustained during practice or preparation for:
 6. ~~sustained by a relative while using or occupying any motorcycle owned by that relative, other than a covered motorcycle;~~ any pre-arranged or organized:
7. ~~sustained by any person arising from the use of a motorcycle as a residence or premises;~~
 - (i) ~~8. sustained while occupying a motorcycle while being used to carry persons or property for compensation or a fee, including, but not limited to, delivery of magazines, newspapers, food, or any other products.~~ racing;
 - (ii) **stunting**;
 - (iii) **speed, or demolition contest or activity**; or

- b. any riding activity conducted on a permanent or temporary racetrack, racecourse, or during any closed course event.

This exclusion does not apply to ~~ride-share arrangements or~~ use of a **motorcycle** for escorting participants in charitable racing events;

- 6. sustained by any person while **occupying** or when struck by any vehicle owned by **you** or furnished or available for **your** regular use, other than a **covered motorcycle** for which this coverage has been purchased;
- 7. sustained by any person while **occupying** or when struck by any vehicle owned by a **relative** or furnished or available for the regular use of a **relative**, other than a **covered motorcycle** for which this coverage has been purchased. This exclusion does not apply to **your** maintenance or use of such vehicle;
- 8. sustained by any person while **occupying** any vehicle or trailer while located for use as a residence or premises;
- 9. sustained by any person while **occupying** a **covered motorcycle** while it is being used:
 - a. to carry or escort persons or property for compensation or a fee; or
 - b. for retail or wholesale delivery, including, but not limited to, the pickup, transport, or delivery of magazines, newspapers, mail, or food.

This exclusion does not apply to ride-share arrangements or to use of a **motorcycle** for charitable events;

- 10. arising out of an accident involving ~~a motorcycle~~ any vehicle while being maintained or used by a person while employed or engaged in ~~the any motorcycle business of selling, leasing, repairing, parking, storing, servicing, delivering, or testing vehicles. However, this~~. This exclusion does not apply to **you**, a **relative**, or an agent or employee of **you** or a **relative**, when using a **covered motorcycle**;

~~10~~11. due to a nuclear reaction or radiation;

~~11~~12. for which insurance:

- a. is afforded under a nuclear energy liability insurance contract; or

~~12. sustained by any person while occupying a covered motorcycle without the express or implied permission of you or a relative; or~~

- b. would be afforded under a nuclear energy liability insurance contract but for its termination upon exhaustion of its limit of liability;

13. ~~sustained by~~ caused directly or indirectly by:

- a. war (declared or undeclared) or civil war;
- b. warlike action by any military force of any government, sovereign or other authority using military personnel or agents. This includes any action taken to hinder or defend against an actual or expected attack; or
- c. insurrection, rebellion, revolution, usurped power, or any action taken by a governmental authority to hinder or defend against any of these acts;

14. caused directly or indirectly by:

- a. any accidental or intentional discharge, dispersal, or release of radioactive, nuclear, pathogenic, or poisonous biological material; or
- b. any intentional discharge, dispersal, or release of chemical or hazardous material for any purpose other than its safe and useful purpose; or

15. to **you** or a **relative** while **occupying** any vehicle, other than a ~~non-owned~~**covered motorcycle**, without the ~~express or implied~~ permission of the owner— of the vehicle or the person in lawful possession of the vehicle.

LIMITS OF LIABILITY

~~The Limit~~**limits of Liability for Medical And Hospital Benefits Coverage and the Limit of Liability for Accidental Death Benefits Coverage are both**liability shown on the Declarations Page.

~~Our Limit of Liability for Income Disability Benefits Coverage is as follows:~~

- ~~1. if the **insured person** earned income from work at the time of the **accident**, we will pay no more than 70% of loss of gross income per week, not to exceed \$140 per week; and~~
- ~~2. if the **insured person** did not earn income from work at the time of the **accident**, we will pay no more than \$70 per week, or pro rata for a shorter period.~~

~~The Limits of Liability~~**declarations page** for the coverages provided under this Part II(A) **represent** **are** the most we will pay for each **insured person injured** in any one accident, regardless of the number of:

1. claims made;
2. **covered motorcycles**;
3. **insured persons**;
4. lawsuits brought;
5. vehicles involved in ~~an~~**the** accident; or
6. premiums paid.

~~The total damages recoverable~~The limit of liability for Medical and Hospital Benefits is shown on the **declarations page**.

The limit of liability for Accidental Death Benefits is shown on the **declarations page**.

The limit of liability for Income Disability Benefits is:

1. 70% of the loss of gross income per week, not to exceed \$140 per week, if the **insured person** earned income from work at the time of the accident; or
2. \$70 per week, or any fractional part of a week, if the **insured person** did not earn income from work at the time of the accident.

In determining the amount payable under this Part II(A) ~~shall~~, the amount of damages sustained by the **insured person** due to **bodily injury** will be reduced by ~~any payment to that person~~ all sums paid or payable for the same elements of damages under:-

1. Part I – Liability To Others ~~or~~; and
2. Part III – Uninsured/Underinsured Motorist Coverage.

OTHER INSURANCE

OTHER INSURANCE

1. With respect to **bodily injury** sustained by a **relative**, any Medical ~~And~~**and** Hospital Benefits Coverage or Income Disability **Benefits** Coverage afforded by this Part II(A) shall be excess over any other similar coverage provided by a motor vehicle insurance policy under which the **relative** is a named insured.
2. If **you** or a **relative** are insured under any other motor vehicle insurance policy providing coverage for income disability benefits or similar coverage, the most that **you** or a **relative** may recover for **income disability benefits** shall not exceed the amount payable under the policy providing the highest ~~limit~~**limits** of liability.

3. No coverage will be provided under this Part II(A) for any person, other than **you** or a **relative**, who is a named insured or additional insured under any other valid and collectible motor vehicle insurance policy providing the minimum personal injury protection coverages required by law.

Subject to 1, 2, and 3 above, if there is other applicable personal injury protection insurance, **we** will pay only **our** share of the loss. **Our** share is the proportion that **our** ~~Limit of Liability~~limit of liability bears to the total of all applicable limits.

~~However, any coverage provided under this Part II(A) arising out of the operation of a **loaner motorcycle** by **you** will be primary over any applicable insurance provided by a policy issued to the **owner** of the **loaner motorcycle** for personal injury protection insurance.~~

No one shall be entitled to recover duplicate payments for **income disability benefits** or **medical and hospital benefits** under this or any other motor vehicle insurance policy.

PART II(B) - MOTORCYCLE MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

~~Subject to the Limits of Liability, if~~ **you** pay the premium for ~~Motoreycle Medical Payments Coverage~~ this coverage, we will pay the ~~usual and customary charge~~ for reasonable and necessary expenses, incurred for necessary **medical services** received within three (3) years from the date of ~~ana~~ **motor vehicle** accident, ~~for medical and funeral services~~ because of **bodily injury**:

1. sustained by an **insured person**; and
2. caused by ~~an accident~~; and
3. ~~arising out of the ownership, maintenance or use of a motor vehicle, trailer, or transport trailer.~~

~~Any dispute as to the usual and customary charge will be resolved between the service provider and us.~~

ADDITIONAL DEFINITIONS

~~When used in this Part II(B), whether in the singular, plural or possessive:~~

1. ~~"Insured person" means:~~
 - ~~a. you while occupying any motorcycle, other than a motorcycle owned by you which is not a covered motorcycle;~~
 - ~~b. a relative while occupying a covered motorcycle or non-owned motorcycle;~~
 - ~~c. you or any relative when struck by a land that motor vehicle of any type, a trailer, or a transport trailer, while not occupying a motor vehicle; accident.~~
 - ~~d.~~

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

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

ADDITIONAL DEFINITIONS

When used in this Part II(B):

1. **"Insured person"** means:
 - a. **you** or a **relative**:
 - (i) while **occupying a motorcycle**; or
 - (ii) when struck by a motor vehicle or a trailer while not **occupying** a self-propelled motorized vehicle; and
 - b. any other person while **occupying a covered motorcycle**; ~~and~~ with the permission of **you** or a **relative**.
 - ~~c. any person occupying a trailer or transport trailer:~~
 - ~~(i) shown on the **Declarations Page**; or~~
 - ~~(ii) owned by you while attached to a covered motorcycle.~~
2. **"Non-owned motorcycle"** means any **motorcycle** that is not **owned by you**, a **relative**, or the named insured's non-resident spouse.
3. **"Usual and customary charge"** means an amount which ~~we~~ determine represents a customary charge for services in the geographical area in which the service is rendered. ~~We shall determine the usual and customary charge through the use of independent sources of our choice.~~
2. **"Medical services"** means medical, surgical, dental, x-ray, ambulance, hospital, professional nursing, and funeral services, and includes the cost of eyeglasses, hearing aids, pharmaceuticals, and orthopedic and prosthetic devices.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART II(B).

Coverage under this Part II(B) ~~does~~will not apply to **bodily injury**:

1. sustained by any person while **occupying** a **covered motorcycle** while it is being used:
 - a. to carry or escort persons or property for compensation or a fee; or
 - b. for retail or wholesale delivery, including, but not limited to, the pickup, transport, or delivery of magazines, newspapers, mail, or food, ~~or any other products.~~This exclusion does not apply to ride-share arrangements or to use of a **motorcycle** for charitable events;
2. ~~if workers' compensation benefits are available for the bodily injury;~~
3. ~~arising out of an accident involving a motorcycle, trailer, or transport trailer vehicle while being maintained or used by a person while employed or engaged in the any motorcycle business of selling, leasing, repairing, parking, storing, servicing, delivering, or testing vehicles. However, this.~~ This exclusion does not apply to you, a relative, or an agent or employee of you or a relative, when using a **covered motorcycle**;
- 4.3. resulting from, or sustained during practice or preparation for:
 - a. any pre-arranged or organized:
 - (i) racing;
 - (ii) stunting;
 - (iii) speed, or demolition contest or activity; or
 - ~~closed course event, or in practice or preparation for any such contest, activity, or event. However, this.~~ b. any riding activity conducted on a permanent or temporary racetrack, racecourse, or during any closed course event.This exclusion does not apply to use of a **motorcycle** for escorting participants in charitable racing events;
- 5.4. due to a nuclear reaction or radiation;
- 6.5. for which insurance:
 - a. is afforded under a nuclear energy liability insurance contract; or
 - b. ~~would be afforded under a nuclear energy liability insurance contract but for its termination upon exhaustion of its limit of liability;~~
6. for which the United States Government is liable under the Federal Tort Claims Act;
- 7.8. sustained by any person while **occupying a covered motorcycle, trailer, or transport trailer without the express or implied permission of you or a relative** any vehicle while located for use as a residence or premises;
8. if workers' compensation benefits are available for the **bodily injury**;
9. ~~sustained by you or a relative while occupying a non-owned motorcycle without the express or implied permission of the owner;~~ or sustained by any person while **occupying** or when struck by any vehicle owned by you or furnished or available for your regular use, other than a **covered motorcycle** for which this coverage has been purchased;
10. ~~that is intentionally inflicted on an insured person at that person's request or self-inflicted.~~ sustained by any person while **occupying** or when struck by any vehicle owned by a relative or furnished or available for the regular use of a relative, other than a **covered motorcycle** for which this coverage has been purchased. This exclusion does not apply to you;
11. to you or a relative while **occupying** any vehicle, other than a **covered motorcycle**, without the permission of the owner of the vehicle or the person in lawful possession of the vehicle;
12. to any person while **occupying a covered motorcycle** while leased or rented to others or given in exchange for any compensation. This exclusion does not apply to the operation of a **covered motorcycle** by you or a relative;

13. caused directly or indirectly by:
 - a. war (declared or undeclared) or civil war;
 - b. warlike action by any military force of any government, sovereign or other authority using military personnel or agents. This includes any action taken to hinder or defend against an actual or expected attack; or
 - c. insurrection, rebellion, revolution, usurped power, or any action taken by a governmental authority to hinder or defend against any of these acts;
14. caused directly or indirectly by:
 - a. any accidental or intentional discharge, dispersal or release of radioactive, nuclear, pathogenic, or poisonous biological material; or
 - b. any intentional discharge, dispersal or release of chemical or hazardous material for any purpose other than its safe and useful purpose; or
15. caused by, or reasonably expected to result from, a criminal act or omission of an **insured person**. This exclusion applies regardless of whether the **insured person** is actually charged with, or convicted of, a crime. For purposes of this exclusion, criminal acts or omissions do not include traffic violations.

LIMITS OF LIABILITY

The ~~Motorcycle Medical Payments~~ limit of liability shown on the ~~Declarations Page~~ **declarations page for Motorcycle Medical Payments Coverage** is the most **we** will pay for each **insured person** injured in any one accident, regardless of the number of:

1. claims made;
2. **covered motorcycles**;
3. ~~trailers or transport trailers shown on the Declarations Page~~;
4. ~~insured persons~~;
5. lawsuits brought;
6. vehicles involved in ~~an~~ the accident; or
7. premiums paid.

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

Any amount payable to an **insured person** under this Part II(B) will be reduced by any amount paid or payable for the same expense under Part I - Liability To Others or Part III - Uninsured/Underinsured Motorist Coverage.

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

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

UNREASONABLE OR UNNECESSARY MEDICAL EXPENSES

If an **insured person** incurs expenses for **medical services** that **we** deem to be unreasonable or unnecessary, **we** may refuse to pay for those expenses and contest them.

If the medical service provider sues the **insured person** because **we** refuse to pay expenses for **medical services** that **we** deem to be unreasonable or unnecessary, **we** will pay any resulting defense costs, and any resulting judgment against the **insured person**, subject to the limit of liability for this coverage. **We** will choose the counsel. **We** will also pay reasonable expenses, including loss of earnings up to \$200 per day, incurred at **our** request.

The **insured person** may not sue **us** for expenses for **medical services** we deem to be unreasonable or unnecessary unless the **insured person** paid the entire disputed amount to the medical service provider or the medical service provider has initiated collection activity against the **insured person** for the unreasonable or unnecessary expenses.

OTHER INSURANCE

If there is other applicable vehicle medical payments insurance, we will pay only **our** share of the ~~medical and funeral expenses~~ loss. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits. However, any insurance we provide for an **insured person occupying a:**

- ~~1. motorcycle, other than a covered motorcycle;~~
- ~~2. trailer, other than a trailer being towed by a covered motorcycle; or~~
- ~~3. transport trailer, other than a transport trailer shown on the Declarations Page;~~

, will be excess over any other **motorcycle, trailer, or transport trailer** insurance providing payments for **medical** ~~or funeral expenses~~ services.

PART III - UNINSURED/UNDERINSURED
MOTORIST COVERAGE

INSURING AGREEMENT -- UNINSURED MOTORIST BODILY INJURY COVERAGE

~~Subject to the Limits of Liability, if~~ **If** you pay the premium for ~~Uninsured Motorist Bodily Injury Coverage~~ **this coverage**, we will pay for damages, ~~other than punitive or exemplary damages, which~~ **that** an **insured person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** because of **bodily injury**:

1. sustained by an **insured person**;
2. caused by an accident; and
3. arising out of the ownership, maintenance, or use of an **uninsured motor vehicle**.

~~**INSURING AGREEMENT -- UNINSURED MOTORIST PROPERTY DAMAGE COVERAGE**~~

~~**SUBJECT TO THE LIMITS OF LIABILITY, IF**~~ **INSURING AGREEMENT - UNDERINSURED MOTORIST BODILY INJURY COVERAGE**

~~If~~ you pay the premium for ~~Uninsured Motorist Property Damage Coverage~~ **this coverage**, we will pay for damages, ~~other than punitive or exemplary damages, which~~ **that** an **insured person** is ~~entitled to recover from the owner or operator of an uninsured motor vehicle due to property damage:~~

- ~~1. to a covered motorcycle listed on the Declarations Page as a motorcycle for which Uninsured Motorist Property Damage Coverage is provided;~~
- ~~2. caused by an accident; and~~
- ~~3. arising out of the ownership, maintenance or use of an uninsured motor vehicle.~~

~~**INSURING AGREEMENT -- UNDERINSURED MOTORIST BODILY INJURY COVERAGE**~~

~~**Subject to the Limits of Liability, if you pay the premium for Underinsured Motorist Bodily Injury Coverage, we will pay for damages, other than punitive or exemplary damages, which an insured person is**~~ **legally** entitled to recover from the owner or operator of an **underinsured motor vehicle** because of **bodily injury**:

1. sustained by an **insured person**;
2. caused by an accident; and
3. arising out of the ownership, maintenance, or use of an **underinsured motor vehicle**.

We will pay under this Part III only after the limits of liability under all applicable **bodily injury** liability bonds and policies have been exhausted by payment of judgments or settlements.

~~**AN INSURING AGREEMENT - UNINSURED MOTORIST PROPERTY DAMAGE COVERAGE**~~

If you pay the premium for this coverage, **we** will pay for damages that an **insured person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** due to **property damage**:

1. caused by an accident; and
2. arising out of the ownership, maintenance or use of an **uninsured motor vehicle**.

NOTICE AND CONSENT REQUIREMENT

In order for coverage under this Part III to apply, an insured person ~~shall~~ must send to us, by certified mail, return receipt requested, written notice of any tentative settlement agreement reached with the owner or operator of an **underinsured motor vehicle**, or that ~~person's~~ person's liability insurer.

However, this notice requirement shall not apply when we are making that offer of settlement as ~~an~~ insurer of the owner or operator of the **underinsured motor vehicle**. The notice shall include:

1. written documentation of economic losses incurred, including copies of all medical bills;
2. written authorization or a court order allowing us to obtain medical reports from all employers and medical providers; and
3. written confirmation from the ~~owner~~ owner's or ~~operator's~~ operator's liability insurer as to the amount of the liability limits and the terms of the settlement agreement. The agreement shall not include any sum representing **punitive or exemplary damages**.

Within ~~thirty (30)~~ days of our receipt of written notice of the tentative settlement agreement, we may pay the sum offered in settlement to the **insured person**. If we do this, we are **entitled to subrogate to the extent of our payment** subrogated to the **insured person's** person's right of recovery against the owner or operator of the **underinsured motor vehicle**, to the extent of our payment, and the **insured person** must assign to us all rights to any amounts subsequently paid from all applicable liability bonds and policies.

Any judgment or settlement for damages against an owner or operator of an **uninsured motor vehicle** or an **underinsured motor vehicle** that arises out of a lawsuit brought without our written consent is not binding on us.

ADDITIONAL DEFINITIONS

When used in this Part III, ~~whether in the singular, plural or possessive:~~

1. ~~"Insured person"~~ means:
 - a. you or a relative;
 - b. any person while operating a **covered motorcycle** with the permission of you or a relative;
 - c. any person **occupying, but not operating**, a **covered motorcycle**; and
 - ed. any person who is entitled to recover damages covered by this Part III because of **bodily injury** sustained by a person described in a ~~or~~, b, or c above.
2. ~~"Non-owned motorcycle" means any motorcycle that is not owned by you, a relative, or the named insured's non-resident spouse.~~
3. ~~"Property damage"~~ means physical damage to, or destruction of, or loss of use of, a **covered motorcycle**.
4. ~~"3. Underinsured motor vehicle"~~ means a land motor vehicle or trailer of any type, to which a bodily injury liability bond or policy applies at the time of the accident, but its limit of liability for bodily injury is less than the amount of the **insured person's** person's **bodily injury** damages.

An ~~"underinsured motor vehicle"~~ does not include any ~~motorized~~ vehicle or equipment:

- a. owned by you or a relative; ~~or furnished or available for the regular use of you or a relative;~~
 - b. operated on rails or crawler treads;
 - c. while ~~used~~ located for use as a residence or premises;
 - d. ~~shown on the Declarations Page of this policy;~~
 - e. ~~not required to be registered as a motor vehicle; or~~
 - d. that is a **covered motorcycle**; or
 - e. that is an **uninsured motor vehicle**.
5. ~~"4. Uninsured motor vehicle"~~ means a land motor vehicle; or trailer of any type:

- a. to which no **bodily injury** liability bond or policy applies at the time of the accident;
- b. to which a **bodily injury** liability bond or policy applies at the time of the accident, but the bonding or insuring company:
 - (i) denies coverage; or
 - (ii) is insolvent; or becomes so within one ~~(1)~~ year of the date of the accident; or—
- c. that is a hit-and-run vehicle whose **owner or operator** ~~or owner~~ cannot be identified and which strikes:
 - (i) **you** or a **relative**;
 - (ii) a vehicle that **you** or a **relative** are **occupying**; or
 - (iii) a **covered motorcycle**;
 provided that the **insured person**, or someone on his or her behalf, reports the accident to the police or civil authority within ~~twenty-four (24)~~ hours or as soon as practicable after the accident.

An **“uninsured motor vehicle”** does not include any ~~motorized~~ vehicle or equipment:

- a. owned by **you** or a **relative**; or furnished or available for the regular use of **you** or a **relative**;
- b. owned or operated by a self-insurer under any applicable **motor** vehicle law, except a self-insurer that is or becomes insolvent;
- c. operated on rails or crawler treads;
- d. while ~~being used~~ located for use as a residence or premises;
- e. ~~shown on the~~ **Declarations Page of this policy**; that is a **covered motorcycle**; or
- f. ~~not required to be registered as a motor vehicle; or~~
- ~~g.~~ that is an **underinsured motor vehicle**.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART III.

A. Coverage under this Part III will not apply:

1. ~~Coverage under this Part III is not provided for to~~ **bodily injury** sustained by any person while using or **occupying**:

a. a **covered motorcycle** while being used-:

- (i) to carry or escort persons or property for compensation or a fee; or
- (ii) for retail or wholesale delivery, including, but not limited to, the pickup, transport, or delivery of magazines, newspapers, mail, or food, ~~or any other products.~~

This exclusion does not apply to ride-share arrangements or to use of a **motorcycle** for charitable events; or

b. a ~~covered motorcycle without the express or implied permission of you or a relative~~ motor vehicle that is owned by or available for the regular use of **you** or a **relative**. This exclusion does not apply to a **covered motorcycle** that is insured under this Part III;

~~e. a non-owned motorcycle without the express or implied permission of the owner; or~~

~~d. a motorized vehicle or device of any type designed~~ 2. ~~to be operated on the public roads that is~~ **owned** **bodily injury** sustained by **you** or a **relative** while using any vehicle, other than a **covered motorcycle**.

~~2. Coverage under this Part III is not provided for~~ **property damage**:

~~a. sustained while a covered motorcycle is being used to carry or escort persons or property for compensation or a fee, including, but not limited to, delivery of magazines, newspapers, food, or~~

~~any other products. This exclusion does not apply to ride-share arrangements or use of a **motorcycle** for charitable events;~~

- ~~b. sustained while a **covered motorcycle** is being used or driven by a, without the permission of the owner of the vehicle or the person while employed or engaged in the **business** of selling, leasing, repairing, parking, storing, servicing, delivering or testing vehicles. However, this exclusion does not apply to **you, a relative, or an agent or employee of you or a relative, when using a covered motorcycle** lawful possession of the vehicle;~~
- ~~e. 3. to **bodily injury** resulting from-, or sustained during practice or preparation for:
 - a. any pre-arranged or organized:
 - (i) racing;
 - (ii) stunting;
 - (iii) speed, or demolition contest or activity; or
 - ~~closed course event, or in practice or preparation for any such contest, activity, or event. However, this~~ b. any riding activity conducted on a permanent or temporary racetrack, racecourse, or during any closed course event.~~
- ~~This exclusion does not apply to use of a **motorcycle** for escorting participants in charitable racing events;~~
- ~~d. due to a nuclear reaction or radiation;~~
- ~~e. for which insurance is afforded under a nuclear energy liability insurance contract; or~~
- ~~f. to a trailer.~~

- ~~3. Coverage under this Part III will not apply 4. directly or indirectly to benefit any insurer or self-insurer under any of the following or similar laws:
 - a. workers' compensation law; or
 - b. disability benefits law;~~
- 5. to any **punitive or exemplary damages**; or
- 6. to **bodily injury** sustained by any person if that person or the legal representative of that person settles without **our** written consent.

B. Coverage under this Part III will not apply to **property damage**:

- 1. sustained while a **covered motorcycle** is being used:
 - a. to carry or escort persons or property for compensation or a fee; or
 - b. for retail or wholesale delivery, including, but not limited to, the pickup, transport, or delivery of magazines, newspapers, mail, or food.

This exclusion does not apply to ride-share arrangements or to use of a **motorcycle** for charitable events; or

- 2. resulting from, or sustained during practice or preparation for:
 - a. any pre-arranged or organized:
 - (i) racing;
 - (ii) stunting;
 - (iii) speed, or demolition contest or activity; or
 - b. any riding activity conducted on a permanent or temporary racetrack, racecourse, or during any closed course event.

This exclusion does not apply to use of a **motorcycle** for escorting participants in charitable racing events;

- 3. to a **covered motorcycle** for which insurance:
 - a. is afforded under a nuclear energy liability insurance contract; or
 - b. would be afforded under a nuclear energy liability insurance contract but for its termination upon exhaustion of its limit of liability; or
- 4. to a trailer.

LIMITS OF LIABILITY

The limit of liability shown on the **Declarations Page** for ~~the coverages under this Part III~~ Uninsured/Underinsured Motorist Coverage is the most we will pay regardless of the number of:

1. claims made;
2. **covered motorcycles;**
3. ~~trailers shown on the~~ **Declarations Page;**
4. ~~insured persons;~~
5. lawsuits brought;
6. vehicles involved in ~~an~~ the accident; or
7. premiums paid.

~~If the **Declarations Page** shows that "combined single limit" or "CSL" applies, the amount shown is the most we will pay for the total of all damages resulting from any one accident. However, without changing this total "each accident" limit of liability, we will comply with any law that requires us to provide any separate limits.~~

If your **Declarations Page** shows a split limit:

1. the amount shown for "each person" is the most we will pay for all damages due to **bodily injury** to one person; ~~resulting from any one accident;~~
2. subject to the "each person" limit, the amount shown for "each accident" is the most we will pay for all damages due to **bodily injury** sustained by two or more persons in any one accident; and
3. the amount shown for "property damage" is the most we will pay for the aggregate of all **property damage** caused by any one accident.

The "each person" limit of liability includes the total of all claims made for **bodily injury** to an **insured person** and all claims of others derived from such **bodily injury**, including, but not limited to, emotional injury or mental anguish resulting from the **bodily injury** of another or from witnessing the **bodily injury** to another, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death.

If the **declarations page** shows that "combined single limit" or "CSL" applies, the amount shown is the most we will pay for the total of all damages resulting from any one accident. However, without changing this total limit of liability, we will comply with any law that requires us to provide any separate limits.

In determining the amount payable under this Part III, the amount of the damages sustained by the **insured person** due to **bodily injury** ~~shall~~ will be reduced by all sums:

1. paid by or on behalf of any persons or organizations that may be legally responsible, ~~including, but not limited to, all sums;~~
2. paid under Part I - Liability To Others;
~~2. paid under Part II(A) — Personal Injury Protection Coverage or Part II(B) — Motorcycle Medical Payments Coverage; and~~
3. paid or payable because of **bodily injury** under any of the following or similar laws:
 - a. workers' compensation law; or
 - b. disability benefits law.

The ~~Limits of Liability under this Part III~~ limit of liability for **property damage** shall be reduced by all sums paid:

- ~~1. because of **property damage** by or on behalf of any persons or organizations who may be legally responsible, including, but not limited to, all sums paid under Part I—Liability To Others; and~~
- ~~2. under Part IV—Damage To A Motorcycle for **property damage**.~~

~~Our~~ Limit of Liability under this Part III for **property damage** arising out of one **accident** to a **covered motorcycle** is the lowest of:

1. the actual cash value of the **property damage covered motorcycle** at the time of the accident; ~~reduced by the applicable deductible, and by its salvage value if you or the owner retain the salvage;~~
2. the amount necessary to replace the **property damage, reduced by the applicable deductible, and by its salvage value if you or the owner retain the salvage covered motorcycle;**
3. the amount necessary to repair the **property damage covered motorcycle** to its pre-loss condition; ~~reduced by the applicable deductible; or—~~
4. ~~any the~~ limit of liability shown on the **Declarations Page declarations page** for “**property damage**” under this Part III, ~~reduced by the salvage value of the **property damage if you or the owner retain the salvage**~~ Uninsured Motorist Property Damage.

The limit of liability for **property damage** under this Part III will be reduced by all sums paid because of **property damage** by or on behalf of any persons or organizations that may be legally responsible, including, but not limited to, all sums paid under Part I - Liability To Others.

Payments for **property damage** under this Part III are subject to the following provisions:

1. any amount payable under this Part III for **property damage** shall be subject to the deductible shown on the **Declarations Page declarations page**;
2. no more than one deductible shall be applied to any one accident;
3. the deductible under this Part III shall not apply if:
 - a. the operator of the **uninsured motor vehicle** has been positively identified and is solely at fault; and
 - b. the **covered motorcycle** is insured for Collision Coverage under Part IV -- Damage To A Motorcycle; and
4. ~~an adjustment for depreciation and physical condition, including betterment, will be made in determining the Limit of Liability at the time of the accident; and~~

~~5.—~~IN THE REPAIR OF YOUR COVERED **MOTORCYCLE MOTOR VEHICLE** UNDER THE PHYSICAL DAMAGE COVERAGE PROVISIONS OF THIS POLICY, WE MAY REQUIRE OR SPECIFY THE USE OF MOTOR VEHICLE 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.

~~Any payment made to a person~~ We will not pay under this Part III ~~shall reduce~~ any amount that the person is entitled to recover for the same elements of damages ~~expenses paid or payable under Part I—Liability To Others or for loss under Part IV—Damage To AII(B) - Motorcycle Medical Payments Coverage.~~

No one will be entitled to duplicate payments for the same elements of damages.

~~Any judgment or settlement for damages against an operator or owner of an uninsured motor vehicle or underinsured motor vehicle which arises out of a lawsuit brought without our written consent is~~

~~not binding on us~~ If multiple motorcycle policies issued by **us** are in effect for **you**, **we** will pay no more than the highest limit of liability for this coverage available under any one policy.

OTHER INSURANCE

If there is other applicable uninsured or underinsured motorist coverage, **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 available coverage limits. However, any insurance **we** provide under this Part III ~~shall~~with respect to a motorcycle that is not a **covered motorcycle** will be excess over any other uninsured or underinsured motorist coverage, ~~except:~~

- ~~1. coverage for **bodily injury to you** or a **relative** when **occupying a covered motorcycle**; and~~
- ~~2. similar insurance provided by a policy issued to the **owner** of the **loaner motorcycle** if **you** are operating the **loaner motorcycle** involved in an **accident**; and~~
 - ~~a. an **insured person** sustains **bodily injury**; or~~
 - ~~b. the **loaner motorcycle** sustains **property damage**.~~

~~We will not pay for any damages which would duplicate any payment made for damages under other insurance.~~

ARBITRATION

If **we** and an **insured person** cannot agree on:

1. the legal liability of the operator or owner of an ~~**uninsured motor vehicle**~~ or **underinsured motor vehicle** or **uninsured motor vehicle**; or
 2. the amount of the damages sustained by the **insured person**;
- this will be determined by arbitration if **we** and ~~the~~ **insured person** mutually agree to arbitration prior to the expiration of the bodily injury statute of limitations in the state in which the accident occurred.

~~If we and~~In the ~~**insured person** agree to~~event of arbitration, each party ~~shall~~will select an arbitrator. The two arbitrators will select a third. If the two arbitrators cannot agree on a third arbitrator within ~~thirty (30)~~ days, then on joint application by the **insured person** and **us**, the third arbitrator will be appointed by a court having jurisdiction.

Each party will pay the costs and fees of its arbitrator and any other expenses it incurs. The costs and fees of the third arbitrator will be shared equally.

Unless both parties agree otherwise, arbitration will take place in the county in which the **insured person** resides. Local rules of procedure and evidence will apply.

A decision agreed to by two of the arbitrators will determine:

1. the legal liability of the operator or owner of an ~~**uninsured motor vehicle**~~ or **underinsured motor vehicle** or **uninsured motor vehicle**; and
 2. the amount of the damages sustained by the **insured person**;
- but will not be binding on either the **insured person** or **us**.

The arbitrators ~~shall~~will have no authority to award an amount in excess of the limit of liability.

We and an **insured person** may agree to an alternate form of arbitration.

PART IV - DAMAGE TO A MOTORCYCLE

INSURING AGREEMENT - COLLISION COVERAGE

If you pay the premium for ~~Collision Coverage~~ this coverage, we will pay for sudden, direct, and accidental loss to a covered motorcycle for which ~~Collision Coverage has been purchased~~, or for loss to a ~~loaner~~ **non-owned** motorcycle, ~~when it overturns or is in a~~ resulting from collision ~~with another object, subject to the Limits of Liability.~~

INSURING AGREEMENT - COMPREHENSIVE COVERAGE

If you pay the premium for ~~Comprehensive Coverage~~ this coverage, we will pay for a ~~comprehensive~~ sudden, direct, and accidental loss to a covered motorcycle for which ~~Comprehensive Coverage has been purchased~~, or for a ~~comprehensive~~ loss to a ~~loaner~~ **non-owned** motorcycle, subject to the ~~Limits of Liability.~~

~~A comprehensive loss that is a loss to a covered motorcycle, or loaner motorcycle, other than a loss covered under Collision Coverage, including, but not limited to, loss caused by any of the following:~~ **collision.**

A loss not caused by **collision** includes:

1. contact with an animal (including a bird);
2. explosion or earthquake;
3. fire;
4. malicious mischief or vandalism;
5. missiles or falling objects;
6. riot or civil commotion;
7. theft or larceny; or
8. windstorm, hail, water, or flood.

~~If we can pay the loss under either Comprehensive Coverage or Collision Coverage, we will pay under the coverage where you collect the most.~~

INSURING AGREEMENT - TRANSPORT TRAILER PHYSICAL DAMAGE COVERAGE

If you pay the premium for ~~Transport Trailer Physical Damage Coverage~~ this coverage, we will pay for sudden, direct, and accidental loss to your owned transport trailer, subject to the Limits of Liability.

INSURING AGREEMENT -

~~CUSTOM PARTS OR EQUIPMENT~~ **ACCESSORY COVERAGE & ADDITIONAL CUSTOM PARTS OR EQUIPMENT COVERAGE**

~~Subject to the Limits of Liability, if you pay the premium for Comprehensive Coverage or Collision Coverage, we~~

~~We will pay for theft of, or damage to, custom parts or equipment resulting from any~~ sudden, direct, and accidental loss for which ~~Comprehensive Coverage or Collision Coverage is provided under the terms of this policy. All payments for loss to custom parts or equipment shall be reduced by the applicable deductible, but only one deductible may be applied to any one loss in an accident which is covered by this Part IV. However, Additional Custom Parts or Equipment Coverage applies only to~~ **custom parts or equipment** to **accessories** on a covered motorcycle for which ~~such this~~ coverage has been purchased. This coverage applies only if you have purchased Comprehensive Coverage or both

Comprehensive Coverage and Collision Coverage for that **covered motorcycle** and the loss is covered under one of those coverages.

INSURING AGREEMENT - TOTAL LOSS REPLACEMENT COVERAGE

If there is a **total loss** to a **motorcycle** shown on the **declarations page** and **you** have paid the premium for this coverage, then subsection 1 of the Limits of Liability provision under this Part IV will not apply to that **total loss** and the following shall apply:

The limit of liability for a **motorcycle** shown on the **declarations page** for which Total Loss Replacement Coverage has been purchased is as follows:

- a. **we** will pay the Manufacturer Suggested Retail Price of a current model year **motorcycle** that is the same make and model as the **motorcycle** for which this coverage is shown on the **declarations page**.

ADDITIONAL DEFINITIONS

When used in this Part IV:

1. ~~“Custom parts or equipment”~~ **“Accessory”** means equipment, devices, ~~accessories~~, enhancements, and changes, other than those which are original manufacturer installed, which alter the appearance or performance of a **covered motorcycle**. This includes, but is not limited to:-
 - a.- any electronic equipment, antennas, and other devices used exclusively to send or receive audio, visual, or data signals, or play back recorded media, that are permanently installed on a **covered motorcycle** using bolts or brackets, including slide-out brackets;
 - b. sidecars;
 - c. custom paint, custom plating, and custom exhaust;
 - d.- **trailers**; and
 - e. **safety riding apparel**.
2. ~~“Collision”~~ **“Collision”** means the upset of a vehicle or its impact with another vehicle or object.
3. **“Mechanical parts”** means operational parts on a vehicle that wear out over time or have a finite useful life or duration typically shorter than the life of the vehicle as a whole. **Mechanical parts** do not include external crash parts, wheels, paint, or windshields and other glass.
4. **“Non-owned motorcycle”** means a **motorcycle**:
 - a. that is not a **loaner motorcycle**; and
 - b. that is not owned by or furnished or available for the regular use of **you** or a **relative** while in the custody of or being operated by **you** or a **relative** under a rental agreement with the facility or dealer which owns the **motorcycle**.
5. ~~“Safety riding apparel”~~ **“Safety riding apparel”** means safety apparel specifically designed to minimize injury from an accident, including, but not limited to, helmets, leathers, riding boots, riding gloves, and protective eyewear.
- 3.-~~6.~~ **“Total loss”** means:
 - a. the theft of the ~~covered motorcycle or loaner motorcycle~~ if ~~it~~ **the motorcycle** is not recovered within ~~thirty (30)~~ days; or
 - b. any other loss to the ~~covered motorcycle or loaner motorcycle~~, that is payable under this Part IV, if **we** determine that it is not economical to repair the **motorcycle** after considering the **motorcycle’s** actual cash value, salvage value, and the cost to repair the ~~damage (including parts~~

~~and labor), when combined with the salvage value, exceeds the actual cash value of the covered motorcycle or loaner motorcycle at the time of the loss.~~

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART IV.

Coverage under this Part IV ~~does~~will not apply for loss:

1. to ~~a covered~~any motorcycle, ~~loaner motorcycle, or transport trailer~~, while being used:
 - a. to carry or escort persons or property for compensation or a fee; or
 - b. for retail or wholesale delivery, including, but not limited to, the pickup, transport, or delivery of magazines, newspapers, mail, or food, ~~or any other products~~.This exclusion does not apply to ride-share arrangements or to use of a **motorcycle** for charitable events;
2. ~~to any covered~~ to a **non-owned motorcycle** or **transport trailer** while ~~it is leased or rented to others~~;
3. ~~to a loaner motorcycle if~~ being maintained or used by a person while employed or engaged in any **motorcycle business** ~~not described in the next exclusion. This exclusion does not apply to the use by you or any relative of a loaner motorcycle~~;
4. ~~to a loaner motorcycle or transport trailer while being used by a person while employed or engaged in the business of selling, leasing, repairing, parking, storing, servicing, delivering, or testing vehicles~~;
5. ~~to a covered motorcycle, loaner motorcycle, or transport trailer, resulting from~~ 3. to any vehicle resulting from, or sustained during practice or preparation for:
 - a. any pre-arranged or organized:
 - ~~a.~~(i) racing;
 - (ii) stunting;
 - (iii) speed, or demolition contest or activity; or~~closed course event, or in practice or preparation for any such contest, activity, or event. However, this~~
 - b. any riding activity conducted on a permanent or temporary racetrack, racecourse, or during any closed course event.This exclusion does not apply to use of a **motorcycle** for escorting participants in charitable racing events;
6. ~~to a covered motorcycle, loaner motorcycle, or transport trailer, due to a nuclear reaction or radiation~~;
7. ~~to a covered motorcycle, loaner motorcycle, or transport trailer~~ 4. to any vehicle for which insurance:
 - a. is afforded under a nuclear energy liability insurance contract; or
8. ~~due to destruction or confiscation by governmental or civil authorities of a covered motorcycle, loaner motorcycle, or transport trailer, because you or any relative engaged in illegal activities~~;
- b. ~~9. to a covered motorcycle, loaner motorcycle, or transport trailer,~~would be afforded under a nuclear energy liability insurance contract but for its termination upon exhaustion of its limit of liability;
5. to any vehicle caused by an intentional act ~~by you, a relative, or the owner of the loaner motorcycle~~, committed by or at the direction of **you**, a **relative**, or the owner of ~~the loaner~~a **non-owned motorcycle**, even if the actual damage is different than that which was intended or expected;
10. ~~to a covered motorcycle, loaner motorcycle, or transport trailer~~ 6. to a **covered motorcycle** while it is leased or rented to others or given in exchange for compensation. This exclusion does not apply to the operation of a **covered motorcycle** by **you** or a **relative**;
7. due to destruction or confiscation by governmental or civil authorities of any vehicle because **you** or any **relative** engaged in illegal activities;

8. to any vehicle that is due and confined to:
- wear and tear;
 - freezing; or
 - mechanical ~~or~~, electrical or electronic breakdown or failure.
- This exclusion does not apply if the damage results from the theft of a **covered motorcycle, loaner motorcycle, or transport trailer** vehicle;
- ~~11~~9. to a **covered motorcycle, loaner motorcycle, or transport trailer**, any vehicle that is due to **collision** and confined to tire inner tubes or tires, or a combination thereof;
- ~~12~~10. to ~~theft or conversion of a covered motorcycle, loaner motorcycle, or transport trailer:~~
- ~~by you, a relative, or any resident of your household;~~
 - ~~prior to its delivery to you or a relative; or~~
 - ~~while in the care, custody, or control of anyone engaged in the business of selling the motorcycle or transport trailer;~~
- ~~13~~11. to **portable** equipment, devices, accessories, and any other personal effects ~~which~~that are not permanently installed ~~or attached by brackets or bolts~~. This includes, but is not limited to:
- tapes, compact discs, cassettes, **DVDs**, and other recording or recorded media;
 - any case or other container designed for use in storing or carrying tapes, compact discs, cassettes, **DVDs**, or other recording or recorded media;
 - any device used for the detection or location of radar, laser, or other speed measuring equipment or its transmissions; and
 - CB radios, telephones, two-way mobile radios, DVD players, personal computers, personal digital assistants, or televisions;**
- ~~14~~11. to **custom parts or equipment accessories** in excess of the applicable Limits of Liability;
- ~~15~~12. to a **covered motorcycle, loaner motorcycle, or transport trailer**, any vehicle for diminution of value;
- ~~16~~13. to a **covered motorcycle, loaner motorcycle, or transport trailer**, any vehicle caused directly or indirectly by ~~mold, mildew or fungus, including any type or form of:~~
- ~~decomposing or disintegrating organic material or microorganism;~~
 - ~~organic surface growth on moist, damp, or decaying matter;~~
 - ~~yeast or spore-bearing plant-like organism; or~~
 - ~~spores, scents, toxins, bacteria, viruses, or any other by-products produced or released by any mold, mildew, fungus, or other microbes.~~
- ~~— However, this exclusion does not apply to loss caused by mold, mildew or fungus, if such loss is caused by any other loss covered under this Part IV;~~
- ~~17~~14. to a **covered motorcycle, loaner motorcycle, or transport trailer**, caused directly or indirectly by:
- war (declared or undeclared), ~~including~~ or civil war;
 - warlike action by any military force of any government, sovereign or other authority using military personnel or agents. This includes any action taken to hinder or defend against an actual or expected attack; or
 - insurrection, rebellion, revolution, usurped power, or any action taken by a governmental authority to hinder or defend against any of these acts;
- ~~— d.~~14. to any vehicle caused directly or indirectly by:
- any accidental or intentional discharge, dispersal or release of radioactive, nuclear, pathogenic, or poisonous biological material; or
 - ~~e~~b. any intentional discharge, dispersal or release of chemical or hazardous material for any purpose other than its safe and useful purpose; ~~or~~
- ~~18~~15. to **safety riding apparel**, except for **collision** damage that occurs while it is being worn by **you** or a passenger; or
16. to any vehicle caused by, or reasonably expected to result from, a criminal act or omission of **you, a relative, or the owner of a non-owned motorcycle**. This exclusion applies regardless of whether

you, the relative, or the owner of the non-owned motorcycle is actually charged with, or convicted of, a crime. For purposes of this exclusion, criminal acts or omissions do not include traffic violations.

LIMITS OF LIABILITY

1. The limit of liability for loss to a **covered motorcycle** or **loaner non-owned motorcycle** is the lowest of:
 - a. the actual cash value of the stolen or damaged property at the time of the loss, reduced by the applicable deductible ~~shown on the Declarations Page, and by its salvage value if you or the owner retain the salvage;~~
 - b. the amount necessary to replace the stolen or damaged property, reduced by the applicable deductible ~~shown on the Declarations Page, and by its salvage value if you or the owner retain the salvage;~~
 - c. the amount necessary to repair the damaged property to its pre-loss condition, reduced by the applicable deductible ~~shown on the Declarations Page;~~ or
 - d. ~~any applicable Limits of Liability or Agreed Value elected by you, reduced by its salvage value if you or the owner retain the salvage~~ the Agreed Value shown on the **declarations page** for that **covered motorcycle**.

2. The limit of liability for loss to **your** owned **transport trailer** is the lowest of:
 - a. the amount necessary to replace the stolen or damaged property, reduced by the applicable deductible ~~shown on the Declarations Page, and by its salvage value if you or the owner retain the salvage;~~
 - b. the amount necessary to repair the damaged property to its pre-loss condition, reduced by the applicable deductible ~~shown on the Declarations Page;~~ or
 - c. any applicable Limits of Liability shown on the **Declarations Page**, ~~reduced by its salvage value if you or the owner retain the salvage.~~

3. The limit of liability for loss to **custom parts or equipment accessories** is the lowest of:
 - a. the amount necessary to replace such **custom parts or equipment**, reduced by the applicable deductible, and reduced by its salvage value if you or the owner retain the salvage **accessory**;
 - b. the amount necessary to repair such **custom parts or equipment**, reduced by the applicable deductible **accessory**; or
 - c. the limit of \$13,000 ~~if you did not purchase Additional Custom Parts or Equipment Coverage.~~

4. ~~The limit of liability for loss to Additional Custom Parts or Equipment (“ACPE”) is the lowest of:~~
 - a. ~~the amount necessary to replace such custom parts or equipment, reduced by the applicable deductible, and reduced by its salvage value if you or the owner retain the salvage;~~
 - b. ~~the amount necessary to repair such custom parts or equipment, reduced by the applicable deductible;~~ or
 - c. ~~the limit~~ Limits of Liability shown on the **Declarations Page** for Additional Custom Parts or Equipment **declarations page**.

5. ~~If your Declarations Page~~ **If your declarations page** shows Agreed Value for Comprehensive ~~or~~ **Coverage and Collision Coverage** for a **covered motorcycle**, then the following provision shall apply:
 - a. The limit of liability for loss to a **covered motorcycle** with Agreed Value, ~~including its custom parts or equipment,~~ is the lower of:

- (i) the amount necessary to repair the damaged property to its pre-loss condition, reduced by the applicable deductible shown on the ~~Declarations Page~~**declarations page**; or
- (ii) the agreed value shown on the ~~Declarations Page, reduced by its salvage value if you or the owner retain the salvage.~~**declarations page.**

~~6.~~**5.** Payments for loss ~~covered under this Part IV~~ to a **covered motorcycle or non-owned motorcycle** are subject to the following provisions:

a. ~~No more than one deductible shall be applied to any one covered loss;~~

~~b.~~ If coverage applies to a ~~loaner~~**non-owned motorcycle**, we will provide the broadest coverage applicable to any ~~motorcycle shown on the Declarations Page. However, the highest deductible on any covered motorcycle shall apply;~~**covered motorcycle shown on the declarations page.**

~~e~~**b.** If ~~you have~~ Agreed Value ~~is elected by you,~~ Coverage for a **covered motorcycle**, the agreed value is the most we will pay for all loss to ~~that covered motorcycle~~, including its ~~custom parts or equipment;~~**accessories.**

~~d.~~ An adjustment for depreciation or physical condition, which may also be referred to as betterment, wear and tear, or prior damage, will be made in determining the Limits of Liability;

~~ec.~~ In determining the amount necessary to repair damaged property to its pre-loss condition, the amount to be paid by **us**:

- (i) ~~shall~~**will** not exceed the prevailing competitive labor rates charged in the area where the property is to be repaired, and the cost of repair or replacement parts and equipment, as reasonably determined by **us**; and

- (ii) will be based on the cost of repair or 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) nonoriginal manufacturer parts or equipment;

~~f~~**d.** To determine the amount necessary to repair ~~or replace~~ the damaged property ~~to its pre-loss condition~~ as referred to in ~~paragraph 6.e.~~**the above subsections**, the total cost of necessary repair ~~will~~ or replacement may be reduced by:

~~(i)~~ ~~unrepaired prior damage.~~ Unrepaired prior damage includes broken, cracked, or missing parts; rust; dents; scrapes; gouges; and peeling paint. The reduction for unrepaired prior damage is the cost of labor, parts, and materials necessary to repair or replace damage, deterioration, defects, or wear and tear on exterior body parts, windshields and other glass, wheels, and paint, that existed prior to the accident and that is eliminated as a result of the repair or replacement of property damaged in the loss. ~~This adjustment for physical condition includes, but is not limited to, broken, cracked or missing parts, rust, dents, scrapes, gouges and peeling paint;~~

~~(ii)~~ an amount for depreciation (also referred to as betterment) that represents a portion of the cost of mechanical parts (parts that wear out over time and have a useful life typically shorter than the life of the motorcycle as a whole) that are installed as replacements for existing mechanical parts that were defective, inoperable or nonfunctional prior to the **accident**, which we deem necessary to replace in the course of repair; and

~~(iii)~~ an amount for depreciation (also referred to as betterment) that represents a portion of the cost for replacement tires, batteries, engine or transmission, determined by the proportional increase in the useful life of the replacement part when compared to the replaced part. For example, if we replace a twenty four (24) month old battery that had a manufacturer's rated life of sixty (60) months with a new sixty (60) month rated battery, ~~our~~ payment for the battery is reduced by forty percent (40%) and **you** are responsible to pay that forty percent (40%) portion of the cost of the battery;

- ~~g. If you have not purchased Additional Custom Parts or Equipment Coverage, in the event of a total loss:~~
 - ~~(i) we will pay one hundred percent (100%) of the replacement cost of custom parts or equipment if such custom parts or equipment were originally purchased within twelve (12) months of the date of loss and the purchase date is supported by proper documentation, up to the limit of \$1,000; or~~
 - ~~(ii) we will pay eighty percent (80%) of the replacement cost of the custom parts or equipment if the custom parts or equipment were originally purchased more than twelve (12) months prior to the date of loss, up to the limit of \$1,000;~~
 - ~~h.e. The actual cash value is determined by the market value, age and condition of the motorcycle vehicle at the time the loss occurs;.~~
 - ~~i.6. Duplicate recovery for the same elements of damages is not permitted;.~~
 - ~~j. any 7. Any amount paid or payable under this Part IV shall be reduced by any amount paid for property damage to the motorcycle vehicle under Part III – Uninsured/Underinsured Motorist Coverage; and.~~
 - ~~k.8. IN THE REPAIR OF YOUR COVERED MOTORCYCLE MOTOR VEHICLE UNDER THE PHYSICAL DAMAGE COVERAGE PROVISIONS OF THIS POLICY, WE MAY REQUIRE OR SPECIFY THE USE OF MOTOR VEHICLE 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.~~
- ~~7. If more than one motorcycle is shown on your Declarations Page, coverage will be provided as specified on the Declarations Page as to each motorcycle.~~
- ~~8. If two or more deductibles apply to any one covered loss, only the lowest deductible will apply.~~

PAYMENT OF LOSS

We may, at our option:

1. pay for the loss in money; or
2. repair or replace the damaged or stolen property.

At our expense, we may return any recovered stolen property to you or to the address shown on the ~~Declarations Page~~ **declarations page**, with payment for any damage resulting from the theft. We may keep all or part of the property at the agreed or appraised value.

We may settle any loss with you or the owner or lienholder of the property.

NO BENEFIT TO BAILEE

Coverage under this Part IV will not directly or indirectly benefit any carrier or other bailee for hire.

LOSS PAYEE AGREEMENT

Payment under this Part IV for a total loss to a covered motorcycle will be made according to your interest and the interest of any Loss Payee or lienholder shown on the ~~Declarations Page~~ **declarations page** or designated by you. Payment may be made to both jointly, or separately, at our discretion. We may make payment for a partial loss covered under this Part IV directly to the repair facility with your consent.

Where fraud, misrepresentation, material omission, or intentional damage has been committed by or at the direction of **you** or a **relative**, or where the loss is otherwise not covered under the terms of this policy, the Loss Payee or lienholder's interest will not be protected.

We will be entitled to the Loss Payee or lienholder's rights of recovery, to the extent of **our** payment to the Loss Payee or lienholder.

OTHER ~~INSURANCE~~SOURCES OF RECOVERY

If ~~there is~~ other ~~applicable insurance~~sources of recovery also cover 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 ~~of liability~~. However, any insurance we provide for a **non-owned motorcycle** will be excess over any other collectible source of recovery including, but not limited to:

- ~~Any insurance we provide for a loaner motorcycle will be primary over any applicable insurance~~ 1. any coverage provided by a ~~policy issued to~~ the owner of the ~~loaner~~**non-owned motorcycle for loss arising out of your use of the loaner motorcycle;**
2. any other applicable physical damage insurance; and
 3. any other source of recovery applicable to the loss.

APPRAISAL

If we cannot agree with **you** on the amount of a loss, then we and **you** may mutually agree to an appraisal of the loss. ~~If the parties agree~~ Within 30 days of any agreement to an appraisal, each party shall appoint a competent ~~and impartial~~ appraiser and shall notify the other party of that appraiser's identity. The appraisers will determine the amount of loss. If they fail to agree, the disagreement will be submitted to a qualified ~~and impartial~~ umpire chosen by the appraisers. If the two appraisers are unable to agree upon an umpire within ~~fifteen (15)~~ days, we or **you** may request that a judge of a court of record, in the county where **you** reside, select an umpire. The appraisers and umpire will determine the amount of loss. The amount of loss agreed to by both appraisers, or by one appraiser and the umpire, will determine the amount payable under this Part IV, but will not be binding. **You** will pay **your** appraiser's fees and expenses. We will pay **our** appraiser's fees and expenses. ~~Payment of the umpire and all~~ All other expenses of the appraisal, including payment of the umpire if one is selected, will be shared equally between **us** and **you**. Neither we nor **you** waive any rights under this policy by agreeing to an appraisal.

PART V - ROADSIDE ASSISTANCE COVERAGE

INSURING AGREEMENT - ROADSIDE ASSISTANCE COVERAGE

If **you** pay the premium for ~~Roadside Assistance Coverage~~ **this coverage**, **we** will pay for **our** authorized service representative to provide the following services when necessary due to a **covered emergency**:

1. towing of a **covered disabled motorcycle** to the nearest qualified repair facility; and
2. labor on a **covered disabled motorcycle** at the place of disablement.

If a **covered disabled motorcycle** is towed to any place other than the nearest qualified repair facility, **you** will be responsible for any additional ~~mileage~~ charges incurred.

INSURING AGREEMENT - TRIP INTERRUPTION COVERAGE

If **you** pay the premium for this coverage, **we** will reimburse interruption expenses as described below when a **covered motorcycle** is disabled due to mechanical breakdown or a covered comprehensive or collision loss, even if **you** have not paid a premium for Comprehensive Coverage or Collision Coverage under this policy.

For this coverage to apply, the disablement must occur more than 100 miles from the insured's primary residence.

When a **covered motorcycle** is disabled, interruption expenses consist of the following:

1. up to \$100 per day for lodging;
2. up to \$50 per day for meals; and
3. up to \$50 per day for alternate transportation.

Coverage is limited to \$500 per disablement. Payment of Trip Interruption benefits will not obligate **us** to make any payment under any other coverage in this policy.

ADDITIONAL DEFINITIONS

When used in this Part V, ~~whether in the singular, plural or possessive~~:

1. **"Covered disabled motorcycle"** means a ~~disabled~~ **covered motorcycle** for which this coverage has been purchased **that sustains a covered emergency**.
2. **"Covered emergency"** means a disablement **within 100 feet of a road or highway** that is a result of:
 - a. mechanical or electrical breakdown;
 - b. battery failure;
 - c. insufficient supply of fuel, oil, water, or other fluid;
 - d. flat tire;
 - e. lock-out; or—
 - f. entrapment in snow, mud, water or sand, ~~within 100 feet of a road or highway~~.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART V.

Coverage under this Part V ~~does~~ **will** not apply to:

1. the cost of purchasing parts, fluid, lubricants, fuel or replacement keys, or the labor to make replacement keys;
2. installation of products or ~~material~~ **materials** not related to the disablement;

3. labor not related to the disablement;
4. labor on a **covered disabled motorcycle** for any time period in excess of ~~sixty (60)~~ minutes per disablement;
5. towing or storage related to impoundment, abandonment, illegal parking, or other violations of law;
6. towing from a service station, garage, or repair shop;
7. labor or repair work performed at a service station, garage, or repair shop;
8. vehicle storage charges;
9. a second service call or tow for a single disablement;
10. disablement that occurs on roads not regularly maintained, sand beaches, open fields, or areas designated as not passable due to construction, **weather, or earth movement**;
11. tire repair;
12. repeated service calls for a **covered disabled motorcycle** in need of routine maintenance or repair;
or
13. disablement that results from an intentional or willful act or action by **you**, a **relative** or the operator of a **covered disabled motorcycle**; ~~or~~.
- ~~14. a trailer.~~

UNAUTHORIZED SERVICE PROVIDER

When service is rendered by a provider in the business of providing roadside assistance and towing services, other than one of **our** authorized service representatives, **we** will **pay** only ~~pay~~ reasonable charges, as determined by **us**, for:

1. towing of a **covered disabled motorcycle** to the nearest qualified repair facility; and
 2. labor on a **covered disabled motorcycle** at the place of disablement;
- which is necessary due to a **covered emergency**.

OTHER INSURANCE

Any coverage provided under this Part V for service rendered by an unauthorized service provider will be excess over any other collectible insurance or towing protection coverage.

PART VI - DUTIES IN CASE OF AN ACCIDENT OR LOSS

For coverage to apply under this policy, **you** or the person seeking coverage must promptly report each accident or loss even if **you** or the person seeking coverage is not at fault. **You** or the person seeking coverage must provide **us** with all accident and loss information including time, place, and how the accident or loss happened. **You** or the person seeking coverage must also obtain and provide **us** the names and addresses of all persons involved in the accident or loss, the names and addresses of any witnesses, and the license plate numbers of the vehicles involved.

If **you** or the person seeking coverage cannot identify the owner or operator of a vehicle involved in the accident, or if theft or vandalism has occurred, **you** or the person seeking coverage must notify the police within 24 hours or as soon as practicable.

A person seeking coverage must:

1. cooperate with **us** in any matter concerning a claim or lawsuit;
2. provide any written proof of loss **we** may reasonably require;
3. allow **us** to take signed and recorded statements, including sworn statements and examinations under oath, which **we** may conduct outside the presence of **you** or any other person seeking coverage and answer all reasonable questions **we** may ask as often as **we** may reasonably require;
4. promptly call to notify **us** about any claim or lawsuit and send **us** any and all legal papers relating to the claim or suit;
5. attend hearings and trials as **we** require;
6. take reasonable steps after a loss to protect the **covered motorcycle**, or any other vehicle for which coverage is sought, from further loss. **We** will pay reasonable expenses incurred in providing that protection. If failure to provide such protection results in further loss, any additional damages will not be covered under this policy;
7. allow **us** to have the damaged **covered motorcycle**, or any other damaged vehicle for which coverage is sought, inspected and appraised before its repair or disposal;
8. submit to medical examinations at **our** expense by doctors **we** select as often as **we** may reasonably require; and
9. authorize **us** to obtain medical and other records.

PART VII - GENERAL PROVISIONS

POLICY PERIOD AND TERRITORY

This policy applies only to accidents and losses occurring during the policy period shown on the ~~Declarations Page~~ **declarations page** and ~~which that~~ occur within ~~any-a~~ state, territory, or possession of the United States of America, or ~~any-a~~ province or territory of Canada, or while a **covered motorcycle**; ~~non-owned motorcycle, or trailer~~ is being transported between their ports.

~~POLICY~~ CHANGES

This policy ~~contract~~, **your** insurance application (which is made a part of this policy as if attached hereto), the ~~Declarations Page, as amended~~ **declarations page**, and **all** endorsements to this policy issued by **us** contain all the agreements between **you** and **us**. Subject to the following, ~~its-the~~ terms of **this policy** may not be changed or waived except by an endorsement issued by **us**.

The premium for ~~each motorcycle this policy~~ is based on information ~~we have~~ received from **you** ~~or~~ and other sources. **You** agree to cooperate with **us** in determining if this information is correct and complete, and ~~you will~~ to notify **us** if it changes during the policy period. If this information is incorrect, incomplete, or changes during the policy period, **you agree that we** may adjust **your** premium ~~during the policy period, or take other appropriate action. To properly insure your motorcycle, you must promptly notify us when:~~

- ~~1. you change your address;~~
- ~~2. any resident operators are added or deleted; or~~
- ~~3. you acquire an additional or replacement motorcycle accordingly.~~

Changes that may result in a premium adjustment are contained in **our** rates and rules. These include, but are not limited to, **you** or a **relative** obtaining a driver's license or operator's permit, or changes in:

1. the number or type of **covered motorcycles**;
2. operators using **covered motorcycles**;
3. an operator's marital status;
4. the place of principal garaging of any **covered motorcycle**;
5. coverage, deductibles, or limits of liability; or
6. rating territory or discount eligibility.

The coverage provided in **your** policy may be changed only by the issuance of a new policy or an endorsement by **us**. However, if during the policy period **we** broaden any coverage afforded under the current edition of **your** policy without additional premium charge, that change will automatically apply to **your** policy as of the date the coverage change is implemented in **your** state.

If **you** ask **us** to delete a motorcycle from this policy, no coverage will apply to that motorcycle as of the date and time **you** ask **us** to delete it.

DUTY TO REPORT CHANGES

You must promptly notify **us** when:

1. **your** mailing or residence address changes;
2. the principal garaging address for a **covered motorcycle** changes;
3. there is a change with respect to the residents in **your** household or the persons who regularly operate a **covered motorcycle**;

4. an operator's marital status changes; or
5. **you** or a **relative** obtain a driver's license or operator's permit.

SETTLEMENT OF CLAIMS

We may use estimating, appraisal, or injury evaluation systems to assist **us** in adjusting claims under this policy and to assist **us** in determining the amount of damages, expenses, or loss payable under this policy. Such systems may be developed by **us** or a third party and may include computer software, databases, and specialized technology.

TERMS OF POLICY CONFORMED TO STATUTES

If any provision of this policy fails to conform with the ~~legal requirements~~ statutes of the state listed on **your** application as **your** residence, the provision shall be deemed amended to conform with such ~~legal requirements~~ 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~~ laws of the state listed on **your** application as **your** residence.

TRANSFER OF INTEREST

~~This~~The rights and duties under this policy may not be transferred to another person without **our** written consent. ~~If~~However, if a named insured shown on the **declarations page** dies, this policy will provide coverage until the end of the policy period for the legal representative of the named insured, while acting as such, and for persons covered under this policy on the date of the named insured's death.

FRAUD OR MISREPRESENTATION

This policy was issued in reliance upon the information provided on **your** insurance application. We may void this policy at any time, including after the occurrence of an accident or loss, if ~~you or an insured person~~:

1. made incorrect statements or representations to **us** with regard to any material fact or circumstance;
2. concealed or misrepresented any material fact or circumstance; or
3. engaged in fraudulent conduct;

at the time of application. ~~We may void this policy due to fraud, misrepresentation, or an incorrect statement of a material fact in the application, even after the occurrence of an accident or loss.~~ If we void this policy, this shall not affect coverage under Part I -- Liability To Others of this policy for an accident that occurs before we notify the named insured that the policy is void. No payment will be made to any person who concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct. If we void this policy, **you** must reimburse **us** if we make a payment.

We may deny coverage for an accident or loss if **you** or ~~an insured~~ a person ~~have~~ seeking coverage has knowingly concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, in connection with the presentation or settlement of a claim.

PAYMENT OF PREMIUM AND FEES

If **your** initial premium payment is by check, draft, **electronic funds transfer**, or ~~any~~ similar form of remittance ~~other than cash~~, coverage under this policy is conditioned ~~upon the check, draft, or remittance being honored upon presentment to the bank or other~~ on payment to **us** by the financial institution. If the ~~check, draft, or remittance is~~ financial institution upon presentment does not ~~honored~~

~~upon presentment~~ honor the check, draft, electronic funds transfer, or similar form of remittance, this policy may, at **our** option, be deemed void from its inception. This means ~~that we~~ will not be liable under this policy for any claims or damages ~~which that~~ would otherwise be covered if the check, draft, electronic funds transfer, or similar form of remittance had been honored ~~upon presentment~~ by the financial institution. Any action by **us** to present the remittance for payment more than once shall not affect **our** right to void this policy.

~~A charge may be added to your account if:~~ In addition to premium, fees may be charged on **your** policy. **We** may charge fees for installment payments, late payments, and other transactions. Payments made on **your** policy will be applied first to fees, then to premium due.

- ~~1. you tender a check, draft, remittance or other method of payment to us for any full or partial payment of your premium, other than your initial payment, and the check, draft, remittance or other method of payment is returned to us or refused because of insufficient funds, a closed account, or a stop payment order; or~~
- ~~2. your premium payment is received after the due date but prior to cancellation.~~

CANCELLATION

You may cancel this policy during the policy period by calling or writing **us**, and stating the future date ~~that you~~ wish the cancellation to be effective.

We may cancel this policy during the policy period by mailing a notice of cancellation to the named insured shown on the **declarations page** and any lienholders or ~~loss payees shown on the~~ **Declarations Page at the** Loss Payees shown on the **declarations page** at their last known address appearing in **our** records. ~~If we cancel this policy at any time due to nonpayment of premium, notice of cancellation will be mailed at least ten (10) days before the effective date of cancellation. Notice of cancellation due to any reason other than nonpayment of premium will be mailed at least twenty (20) days before the effective date of cancellation.~~

We will give at least 10 days notice of cancellation if the policy is cancelled for nonpayment of premium.

We will give at least 20 days notice of cancellation in all other cases.

We may cancel this policy for any reason if the notice is mailed within the first ~~sixty (60)~~ days of the initial policy period.

After this policy is in effect for more than ~~sixty (60)~~ days, or if this is a renewal or continuation policy, **we** may **cancel** only ~~cancel~~ for one or more of the following reasons:

- ~~1. you do not pay the required~~ nonpayment of premium ~~for this policy when due;~~
2. fraud or material misrepresentation made by **you** or with the knowledge of ~~any material fact~~ the named insured in ~~the procurement or renewal of this~~ obtaining the policy, continuing the policy, or in ~~the submission of any~~ presenting a claim under ~~this~~ the policy;
3. the occurrence of a material change in the risk ~~that~~ which substantially increases any hazard insured against after policy issuance;
4. violation of any local fire, health, safety, building, or construction regulation or ordinances with respect to any insured property or the occupancy of the property which substantially increases any hazard insured against under the policy;

5. nonpayment of membership dues in those cases where the bylaws, agreements, or other legal instruments of the insurer issuing the policy require payment as a condition of the issuance and maintenance of the policy;
6. a material violation of a material provision of the policy; or
7. any other reason ~~specified~~ permitted by law.

~~With respect to cancellation, this policy is neither severable nor divisible. Any cancellation will be effective for all coverage for all persons and all motorcycles.~~

Proof of mailing will be sufficient proof of notice. If this policy is ~~canceled~~ cancelled, coverage will not be provided as of the effective date and time shown in the notice of cancellation. For purposes of cancellation, this policy is neither severable nor divisible. Any cancellation will be effective for all coverages for all persons and all vehicles.

CANCELLATION REFUND

Upon cancellation, **you** may be entitled to a premium refund. However, **our** making or offering of a refund is not a condition of cancellation.

If this policy is ~~canceled~~ cancelled, any refund due will be computed on a daily pro-rata basis. However, **we** ~~shall~~ will retain a cancellation fee if this policy is ~~canceled~~ cancelled at **your** request, or if cancellation is for nonpayment of premium. A cancellation fee will be charged only during the initial policy period.

NONRENEWAL

If ~~neither we decide not~~ nor one of **our** affiliates offers to renew or continue this policy, other than for nonpayment of premium, **we** will mail notice of nonrenewal to the named insured shown on the ~~Declarations Page~~ declarations page at the last known address appearing in **our** records. ~~Notice will be mailed at least thirty (30) days before the end of the policy period.~~

PROOF OF NOTICE

Proof of mailing ~~of any notice~~ will be sufficient proof of notice. Notice will be mailed at least 30 days before the end of the policy period.

AUTOMATIC TERMINATION

~~Coverage for a covered motorcycle shall terminate automatically:~~

- ~~1. when a person other than **you** or a relative becomes the owner of the motorcycle; or~~
- ~~2. on the effective date of any other motor vehicle insurance policy covering that motorcycle.~~

COVERAGE CHANGES

~~If **we** make a change which broadens a coverage **you** have under this edition of **your** policy, without additional charge, **you** will receive the broadened coverage. The broadened coverage applies on the date the coverage change is implemented in **your** state. This provision does not apply to a general program revision or **our** issuance of a subsequent edition of **your** policy. Otherwise, this policy can be changed only by endorsement issued by **us**.~~

If **we** or an affiliate offers to renew or continue this policy and **you** or **your** representative does 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 will mean that **you** have not accepted **our** offer.

If **you** obtain other insurance on a **covered motorcycle**, any similar insurance provided by this policy will terminate as to that **covered motorcycle** on the effective date of the other insurance.

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

LEGAL ACTION AGAINST US

We may not be sued unless there is full compliance with all the terms of this policy. ~~Any lawsuit against us by you, a relative, or any other insured person following an accident, for an alleged breach of our obligations under this policy, must be commenced within the time period set forth as the bodily injury statute of limitations in the laws of the state listed in our records as your principal address.~~

We may not be sued for payment under Part I - Liability To Others until the obligation of an insured person under Part I to pay is finally determined either by ~~final~~ judgment after trial against that person or by written agreement of the insured person, the claimant, and **us**. No one will have any right to make **us** a party to a lawsuit to determine the liability of an insured person.

If **we** retain salvage, **we** have no duty to preserve or otherwise retain the salvage for any purpose, including evidence for any civil or criminal proceeding.

OUR RIGHTS TO RECOVER PAYMENT

~~In the event of any payment under this policy, we~~ **We** are entitled to ~~all~~ the rights of recovery that the insured person to whom payment was made has against another after the insured person has been fully compensated for his or her loss, to the extent of **our** payment. That insured person ~~must~~ **may be** required to sign ~~and deliver to us any legal papers relating to that~~ documents related to the recovery; and ~~must~~ do whatever else ~~is necessary~~ **we** require to help **us** exercise those **recovery** rights, and do nothing after an accident or loss to prejudice ~~our~~ those rights.

~~However, we may not assert rights of recovery against any person who was using a covered motorcycle with your express or implied permission for any payment made under Part IV—Damage To A Motorcycle.~~

When an insured person has been paid by **us** ~~under this policy~~ and also recovers from another ~~person, entity, or organization~~, the amount recovered will be held by the insured person in trust for **us** and reimbursed to **us** to the extent of **our** payment. However, this shall not apply to payment by **us** under any Accidental Death Benefits Coverage provided under Part II(A) -- Personal Injury Protection Coverage ~~of this policy~~. If **we** are not reimbursed, **we** may pursue recovery of that amount directly against that insured person.

If ~~recovery is made by~~ an insured person ~~under this policy~~ recovers from ~~a responsible person, entity, or organization~~ another without **our** written consent, the insured person's right to payment under any affected coverage will no longer exist.

Our right of recovery does not apply to underinsured motorist benefits if:

1. the **insured person** sends **us** written notice, in accordance with the requirements of Part III — Uninsured/Underinsured Motorist Coverage, of any tentative settlement agreement reached with the owner or operator of an underinsured motor vehicle, or such ~~person's~~ **person's** liability insurer; and
2. **we** fail to pay the sum offered in settlement to the **insured person** by the owner or operator of ~~an~~ **the** underinsured motor vehicle, or that ~~person's~~ **person's** liability insurer, within ~~thirty~~ **(30)** days of **our** receipt of such notice.

Our right of recovery does not apply to underinsured motorist benefits to the extent of any payment **we** have made to the **insured person** under a policy of liability insurance issued by **us** to the owner or operator of an underinsured motor vehicle.

If **we** elect to exercise **our** rights of recovery against ~~a responsible person, entity, or organization, you~~ **authorize us, at our option, another, we will also attempt** to recover any deductible incurred by ~~you for~~ **property damage covered by an insured person under this policy. We have no obligation unless we are specifically instructed by that person not to seek repayment of pursue** the deductible ~~if we pursue recovery through Inter-company Arbitration. We have no obligation to pursue recovery against a responsible person, entity, or organization for anything other than the deductible incurred by you and the amount we have paid for property damage. If you or an insured person have other claims to pursue against the responsible person, entity or organization for recovery of damages not paid by us, then:~~ **another for any loss not covered by this policy.**

- ~~1. a separate or independent legal action may be filed by you or that insured person; or~~
- ~~2. the claims may be joined with our action if that person notifies us and secures separate counsel to protect those other interests.~~

We reserve the right to compromise or settle the deductible and property damage claims against the ~~liable~~ **responsible** parties for less than the full amount. ~~We~~ **We** also reserve the right to incur reasonable expenses and attorney fees in pursuit of the recovery. ~~You are entitled to~~

If the total recovery is less than the total of **our** payment and the deductible, **we** will reduce reimbursement of ~~your~~ **the deductible based on the proportion that the actual recovery bears to the total of our payment and the deductible. A proportionate share of any recovery, subject to a reduction for your proportionate share of collection** expenses and attorney fees incurred in connection with these ~~collection~~ **recovery** efforts **will also reduce reimbursement of the deductible.**

These provisions will be applied in accordance with state law.

JOINT AND INDIVIDUAL INTERESTS

If there is more than one named insured on this policy, any named insured may cancel or change this policy. The action of one named insured ~~shall~~ **will** be binding on all persons provided coverage under this policy.

BANKRUPTCY

The bankruptcy or insolvency of an insured person will not relieve **us** of any obligations under this policy. If execution of a judgment against an **insured person** under Part I – Liability To Others is returned unsatisfied because of the **bankruptcy or insolvency or bankruptcy** of the **insured person**, the

person claiming payment for damages under Part I may maintain an action against **us** for the amount of the judgment not exceeding **our** ~~Limits~~limits of ~~Liability~~liability.

COMPARISON DOCUMENT
Z027 AR (02/06) v. Z565 AR (06/08)
Additions shown in blue text / Deletions shown in red strike-through marks

Arkansas Off-Road Vehicle Coverage Endorsement

For purposes of this Off-Road Vehicle Coverage Endorsement, the Arkansas Motorcycle Policy is amended as follows:

1. General Definitions

The ~~general definition~~ General Definition of "**covered motorcycle**" is deleted and all references throughout the policy to "**covered motorcycle**" are deleted and replaced by "**covered off-road vehicle**".

b. ~~The general definition~~ General Definition of "**leanor motorcycle**" is deleted and all references throughout the policy to "**leanor motorcycle**" are deleted.

~~The general definition of "motorcycle" and "motorcycles" is deleted and all references throughout the policy to "motorcycle" and "motorcycles" are deleted and replaced by "off-road vehicle".~~

~~The general definition of "trailer" is deleted~~ The remainder of the General Definitions section is deleted in its entirety, as are all references throughout the policy to those definitions, and replaced by the following:

~~"Trailer" means a non-motorized trailer or sled designed to be towed by a covered off-road vehicle.~~

General Definitions

The following definitions ~~are added to the General Definitions~~: apply throughout the policy. Defined terms are printed in boldface type and have the same meaning whether in the singular, plural, or any other form.

(1) a. "**Additional off-road vehicle**" means an **off-road vehicle** you become the owner of during the policy period that does not permanently replace an **off-road vehicle** shown on the **declarations page** if:

- (i) **we** insure all other **off-road vehicles** you own;
- (ii) the **additional off-road vehicle** is not covered by any other insurance policy;
- (iii) **you** notify **us** within 30 days of becoming the owner of the **additional off-road vehicle**; and
- (iv) **you** pay any additional premium due.

An **additional off-road vehicle**, including a motorcycle, will have the broadest coverage **we** provide for any **off-road vehicle** shown on the **declarations page**. If **you** ask **us** to insure an **additional off-road vehicle** more than 30 days after **you** become the owner, any coverage **we** provide will begin at the time **you** request coverage.

b. "**All-terrain vehicle**" or "**ATV**" means any land motor vehicle that has at least three wheels and is principally designed for operation off public roads.

(2) c. "**Bodily injury**" means bodily harm, sickness, or disease, including death that results from bodily harm, sickness, or disease.

d. "**Covered off-road vehicle**" means:

(i) a. ~~any off-road vehicle shown on the Declarations Page, unless you have asked us to delete~~ **declarations page** for the coverages applicable to that **off-road vehicle** ~~from the policy~~;

b. ~~any additional off-road vehicle on the date you become the owner if:~~

(i) ~~you acquire the off-road vehicle during the policy period shown on the Declarations Page;~~

(ii) ~~we~~ **we** insure all **off-road vehicles** owned by **you**; and

(iii) ~~no other insurance policy provides coverage for that off-road vehicle.~~

~~— If **we** provide coverage for an **off-road vehicle** **you** acquire in addition to any **off-road vehicle** shown on the **Declarations Page**, **we** will provide the broadest coverage **we** provide for any **off-road vehicle** shown on the **Declarations Page**. **We** will provide that coverage for a period of thirty (30) days after **you** become the **owner**. **We** will not provide coverage after this thirty (30) day period, unless within this period **you** ask **us** to insure the additional **off-road vehicle**. If **you** add any coverage to this policy or increase **your** limits, these changes to **your** policy will not become effective until after **you** ask **us** to add the coverage or increase **your** limits; and~~

(iii) ~~c.~~— any **replacement off-road vehicle** on the date **you** become the **owner** if:

(i) ~~**you** acquire the **off-road vehicle** during the policy period shown on the **Declarations Page**;~~

(ii) ~~the **off-road vehicle** that **you** acquire replaces one shown on the **Declarations Page**; and~~

(iii) ~~no other insurance policy provides coverage for that **off-road vehicle**.~~

~~— If the **off-road vehicle** that **you** acquire replaces one shown on the **Declarations Page**, it will have the same coverage as the **off-road vehicle** it replaces. **You** must ask **us** to insure a replacement **off-road vehicle** within thirty (30) days after **you** become the **owner** if **you** want to continue any coverage **you** had under Part IV—Damage To A Motorcycle. If the **off-road vehicle** replaced did not have coverage under Part IV—Damage To A Motorcycle, **you** may add coverage for the replacement **off-road vehicle**. However, if **you** add coverage under Part IV—Damage To A Motorcycle, it will not become effective until after **you** ask **us** to add the coverage. If **you** add any other coverage to this~~

~~— policy or increase **your** limits, it will not become effective until after **you** ask **us** to add the coverage or increase **your** limits.~~

- (3)e. **"Declarations page"** means the document showing **your** coverages, limits of liability, **covered off-road vehicles**, premium, and other policy-related information. The **declarations page** may also be referred to as the Off-Road Vehicle Insurance Coverage Summary.
- f. **"Dirt bike"** means any land motor vehicle that has:
- a.(i) two wheels and is designed exclusively for operation off public roads;
 - b.(ii) completely open-air driver's seating; and
 - c.(iii) a motorcycle hand-grip steering device.
- (4)g. **"Golf cart"** means any land motor vehicle designed principally for use on a golf course.
- (5)h. **"Occupying"** means in, on, entering, exiting, mounting or dismounting.
- i. **"Off-road vehicle"** means any **ATV**, **Segway[®] dirt bike**, **golf cart**, ~~or **dirt bike**~~**Segway[®]**, or **snowmobile** which is designed for operation principally off public roads.—
- (6)j. **"Off-road vehicle business"** means the business of selling, leasing, repairing, parking, storing, servicing, delivering, or testing vehicles.
- k. **"Punitive or exemplary damages"** means damages which may be imposed to punish a wrongdoer and to deter others from similar conduct.
- l. **"Relative"** means a person residing in the same household as **you**, and related to **you** by blood, marriage, or adoption, and includes a ward, stepchild, or foster child. **Your** unmarried dependent children temporarily away from home will qualify as a **relative** if they intend to continue to reside in **your** household.
- m. **"Replacement off-road vehicle"** means an **off-road vehicle**, including a motorcycle, that permanently replaces an **off-road vehicle** shown on the **declarations page**. A **replacement off-road vehicle** will have the same coverage as the **off-road vehicle** it replaces if the **replacement off-road vehicle** is not covered by any other insurance policy. However, if the **off-road vehicle** being replaced had coverage under Part IV - Damage To A Motorcycle, such coverage will apply to the **replacement off-road vehicle** only during the first 30 days after **you** become the owner unless **you** notify **us** within that 30 day period that **you** want **us** to extend coverage beyond the initial 30 days. If the **off-road vehicle** being

replaced did not have coverage under Part IV - Damage To A Motorcycle, such coverage may be added, but the **replacement off-road vehicle** will have no coverage under Part IV until **you** notify **us** of the **replacement off-road vehicle** and ask **us** to add the coverage.

- n. **"Segway™"** means a Segway™ **Human®** Personal Transporter ~~(HT)~~.
- o. **"Snowmobile"** means any motorized device that:
 - (i) is designed for use mainly off public roads on snow or ice;
 - (ii) has ski-like runners in front;
 - (iii) is propelled by means of a revolving track;
 - (iv) has completely open-air driver's seating; and
 - (v) has a motorcycle hand-grip steering device.
- p. **"Trailer"** means a non-motorized trailer or sled designed to be towed by a **covered off-road vehicle**.
- q. **"Transport trailer"** means a non-motorized trailer designed to be towed on public roads by a land motor vehicle and principally designed for transporting a **covered off-road vehicle**.
- r. **"We"**, **"us"**, and **"our"** mean the underwriting company providing the insurance, as shown on the **declarations page**.
- s. **"You"** and **"your"** mean:
 - (i) a person shown as a named insured on the **declarations page**; and
 - (ii) the spouse of a named insured if residing in the same household at the time of the loss.

2. Part III – Uninsured/Underinsured Motorist Coverage

a. Additional Definitions

~~The following item is deleted from the definition of "uninsured motor vehicle" in Part III:~~

~~An "uninsured motor vehicle" does not include any motorized vehicle or equipment operated on rails or crawler treads.~~

The following item is deleted from the definition of **"underinsured motor vehicle"** in Part III:

An **"underinsured motor vehicle"** does not include any ~~motorized vehicle~~ or equipment operated on rails or crawler treads.

The following item is deleted from the definition of **"uninsured motor vehicle"** in Part III:

An **"uninsured motor vehicle"** does not include any vehicle or equipment operated on rails or crawler treads.

b. Exclusions

~~The Exclusions section in Part III is modified as follows:~~

~~Exclusion 1.d. is deleted and replaced with the following:~~

~~Coverage under this Part III is not provided for **bodily injury** sustained by any person while using or **occupying** a motorized vehicle or device of any type that is **owned by you** or a **relative**, other than a **covered off-road vehicle**.~~

3. Part IV – Damage To A Motorcycle

The Exclusions section ~~efin~~ Part IV is modified to include the following:

Coverage under this Part IV ~~does will~~ not apply ~~to damage for loss~~ to a **covered off-road vehicle** if the damage does not affect the structure or operation of the **covered off-road vehicle**. Such damage includes, but is not limited to, paint chips, scratches, scrapes, and minor dents.

All other terms, limits and provisions of this policy remain unchanged.

Policy number: xxxxxxxx-x

xxxxxx xxxxxxxx

xxxxxx xxxxxxxx

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Form ~~Z027~~Z565 AR (~~02~~/06/08)

Important notice about upcoming changes in your coverage

Before you renew your policy, we want to let you know about some upcoming changes in your policy contract. Your renewal policy will contain several increases as well as several decreases in coverage. Overall, we think you will find that your new policy will be better than your current policy. This is a summary of the changes in coverage under the new policy. This summary provides a basic outline of the changes. Please refer to the enclosed policy contract for more details. If there are differences between this summary and the policy contract, the policy contract will control.

Increases in coverage

	Under your current policy:	Under your renewal policy:
All Parts	When an insured person or resident relative is driving a non-owned vehicle, the owner of that vehicle must have given express or implied permission in order for coverage to apply.	Coverage will apply if the owner of a non-owned vehicle or the person in lawful possession of the non-owned vehicle gave permission.
Part II(A) – Personal Injury Protection Coverage	Coverage is excluded if an insured person is injured while occupying any motorcycle while it is being used to carry people or goods for compensation.	This exclusion will apply only if an insured person is occupying a covered motorcycle while used to carry people or goods for compensation.
Part II(B) – Motorcycle Medical Payments Coverage	Coverage is excluded if an insured person is injured while occupying any vehicle while it is being used to carry people or goods for compensation.	This exclusion will apply only if an insured person is using a covered motorcycle to carry people or goods for compensation.
	Coverage is excluded for intentionally self-inflicted injuries.	This exclusion has been removed.
Part IV – Damage To A Motorcycle	Accessory coverage provides \$1,000 worth of included coverage for accessories on your covered motorcycle.	\$3,000 worth of Accessory Coverage will now be included for accessories on your covered motorcycle if Comprehensive and/or Collision Coverage is purchased.
	Coverage is not provided while a covered motorcycle is leased or rented to others.	This exclusion will no longer apply if you or a relative are operating a covered motorcycle.
	Coverage is excluded for a loss due to theft of a vehicle: 1) by you or a relative; or 2) prior to its delivery to you or a relative; or 3) while it is in the care, custody, or control of a motorcycle business.	This exclusion has been deleted.
	Coverage is excluded for property damage caused by mold, mildew, or fungus.	This exclusion has been deleted.

Part IV – Damage To A Motorcycle

(continued)

Under your current policy:

Under your renewal policy:

	Total Loss Replacement Coverage is a new coverage which will provide for the replacement of your motorcycle or the actual cash value of your motorcycle in the event of a total loss.
An adjustment for depreciation or betterment is taken at the time of a loss.	Betterment will no longer be taken in the event of a loss.

Part V – Roadside Assistance Coverage

	Trip Interruption Coverage has been added as an optional coverage to provide payments for food, lodging, and alternative transportation in the event of a disablement.
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Part VI – Duties in Case of an Accident or Loss

An insured is required to report a claim within 24 hours for coverage to apply.	This requirement has been modified. An insured is now simply required to report a claim promptly for coverage to apply.
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Part VII - General Provisions

The coverage for a covered motorcycle automatically terminates if there is a new owner of the covered motorcycle or if there is any other insurance covering the covered motorcycle.	The coverage for a covered motorcycle automatically terminates if the covered motorcycle is sold or transferred to someone else or if the named insured purchases other similar insurance covering the covered motorcycle.
If you wish to bring legal action against us, you must do so before the statute of limitations for bodily injury in your state has expired.	This provision has been deleted.
The policy may be voided if you or anyone covered under your policy commits fraud.	The policy may be voided if the named insured or a resident spouse commits fraud.

Decreases in coverage

All Parts

Under your current policy:

Under your renewal policy:

Coverage applies for vehicles that are furnished or available for the regular use of you or a resident relative even if those vehicles are not listed on the policy.	Coverage will be excluded for vehicles that are furnished or available for the regular use of you or a resident relative if those vehicles are not listed on the policy.
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All Parts
(continued)

Under your current policy:	Under your renewal policy:
Coverage is not specifically excluded for injury or damage caused while an insured person is committing a crime.	An exclusion has been added to Part I, Part II and Part IV to exclude injury or damage caused while an insured person is committing a crime. This exclusion does not apply to traffic violations.
The policy does not address whether coverage other than UM/UIM may be stacked (limits of liability added together) if the named insured has more than one policy due to having more than 4 vehicles insured by us.	Coverage may not be stacked if the named insured has more than one policy due to having more than four vehicles insured by us.
Coverage is excluded for organized racing activities.	This exclusion has been expanded to exclude any loss that occurs while driving on a racetrack or during a closed course event.
Coverage under Parts I and IV is excluded if an insured person intentionally causes damage.	Coverage under Parts I and IV will also be excluded for intended as well as unintended injuries or damage caused by intentional acts.

Part I – Liability To Others

Liability coverage applies if one covered motorcycle damages another covered motorcycle.	When one covered motorcycle damages another, liability coverage will be excluded. The covered motorcycles will be covered only under Collision Coverage if you bought Collision Coverage for the motorcycle.
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Part II(A) – Personal Injury Protection Coverage

Coverage is not excluded for war, warlike actions or insurrection.	Coverage is excluded for war, warlike actions or insurrection.
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Part II(B) – Motorcycle Medical Payments Coverage

Coverage is not excluded for dispersion of radioactive, poisonous or other hazardous material.	Coverage is excluded for dispersion of radioactive, poisonous or other hazardous material.
Coverage applies if an insured, while a pedestrian, is struck by any kind of motor vehicle, including, but not limited to, snowmobiles and golf carts.	An insured, while a pedestrian, will be covered only if struck by a vehicle designed for use principally on public roads.
Coverage applies if an insured is injured while occupying a covered motorcycle while it is leased or rented to others.	Coverage will be excluded if an insured is injured while occupying a covered motorcycle while it is leased or rented to others or given in exchange for any compensation.

Part III – Uninsured/Underinsured Motorist Coverage

An uninsured or underinsured motor vehicle does not include any vehicle owned by you or a resident relative.	An uninsured or underinsured motor vehicle does not include any vehicle owned by or furnished or available for the regular use of you or a resident relative.
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