



American Reliable

Insurance Company

8655 E Via De Ventura

Scottsdale, AZ 85258-3321

(800) 535-1333 (480) 483-8666

A.M. Best Rated A-, Excellent

Traveler Policy

DEAR POLICYHOLDER

In the event you need to contact someone about this policy, please contact your agent. If you have additional questions or need further information, you may contact us at the address and telephone numbers shown above.

We welcome you as a policyholder of American Reliable Insurance Company

DEFINITIONS

WE, US, OUR, always means the Insurance Company as named on the **declaration page**.

YOU, YOUR, YOURS, means the person named on the **DECLARATION PAGE** and that person's spouse, or other relatives related to you by blood, marriage, or adoption, including a ward or foster child, who permanently reside in the same home as the named insured. The named insured is the person or persons named on the **declaration page**. **You, your, yours** can mean each or all of **you**.

DECLARATION PAGE is the separate enclosed page that shows the coverages **you** have selected. The **declaration page** is a part of this policy.

OCCURRENCE means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in **bodily injury** or **property damage**.

These definitions will be bold faced throughout the text.

INSURING AGREEMENT

With **your** payment of the premium, **we** agree to provide the insurance **you** have selected as shown on the **declaration page**. This is subject to all policy terms and conditions. A premium charge or the word

"included" will be shown on the **declaration page** next to the coverages **you** select. **We** provide coverage only for losses which occur between the "from" and "to" dates shown on the **declaration page**.

ALL RISK TRAVEL TRAILER COVERAGE

We will pay for direct, sudden, and accidental loss of or damage to **your** Travel Trailer described on the **declaration page**, its original parts, equipment and accessories furnished by the manufacturer, dealer or seller of the Travel Trailer, subsequent replacement of these items, and

extensions or additions that are attached to the Travel Trailer at the time of loss.

The words Travel Trailer may be used to refer to **your** truck-mounted camper body if it is described on the **declaration page**.

NAMED PERILS PERSONAL EFFECTS COVERAGE

We will pay for direct, sudden and accidental loss of, or damage to **your** personal effects inside **your** Travel Trailer caused by the following perils:

Fire;
Lightning;
Explosion;
Windstorm;
Tornado;

Earthquake;
Vandalism; and
Flood

up to the amount of insurance shown on the **declaration page**.

You may apply up to 10% of the amount of insurance applicable to Personal Effects inside **your** Travel Trailer to a loss occurring outside of the Travel Trailer. This extension of coverage does not increase **your** amount of insurance.

NAMED PERILS PERSONAL EFFECTS DO NOT INCLUDE

Money, notes, deeds, accounts, bills, securities, and other evidences of debt;

Aircraft, motorcycles, farm machinery, boats, and boat motors;

Any motor vehicle, licensed or not for use on or off public roads;

Vehicle parts or equipment;

Business property or items carried or held as samples, or for sale or delivery after sale;

Animals, fish, or birds;

Property specifically covered by other insurance;

Any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures while installed in, or primarily used in any motor vehicle, boat, or aircraft;

Articles leased to **you**;

PERSONAL EFFECTS LIMITATIONS

We will pay up to \$100 each for stamp or coin collections, jewelry, art, heirlooms, musical instruments and furs, but no more than \$350 maximum for all such items, from one occurrence.

OUR PAYMENT METHODS

The amount **we** pay for loss of, or damage to, **your** Travel Trailer will be the lowest of:

The difference between the actual cash value of **your** property immediately before the loss and its actual cash value immediately after the loss; or

The cost of repairing the damage, less applicable depreciation or betterment; or

The actual cash value of **your** property immediately preceding the loss; or

The cost of replacing **your** property, less applicable depreciation or betterment; or

The amount of insurance shown on the **declaration page**.

We may also replace the property with property of similar kind, quality, and value.

OUR PAYMENT METHODS FOR SPECIFIC TYPES OF LOSSES

(THESE PROVISIONS SUPERSEDE ALL OTHER PAYMENT METHODS)

Hail

The amount **we** will pay **you** for loss or damage from hail depends on the type of loss or damage it causes.

Hail can cause structural damage, which is the actual penetration of the exterior surface or the cracking or breaking of support materials. When this type of damage occurs, **we** will pay the cost of repairing or replacing the damaged portion of the property less applicable depreciation or betterment.

Hail often dents the exterior surface of a Travel Trailer. Since there is no structural damage, this will in no way affect the utility of the Travel Trailer. The amount **we** pay for this will be the difference between the actual cash value of **your** property immediately before the loss and its actual cash value immediately after the loss.

Pairs and Sets

In case of loss to part of a pair, set, series of objects, pieces or panels, either interior or exterior, **we** may:

Repair or replace any part to restore the pair or set to its value before the loss, or

Pay the difference between the actual cash value of the pair or set before and after the loss.

We cannot guarantee the availability of parts or replacements. **We** will not be obligated to repair or replace the entire pair, set or series of objects, piece or panel when a part is lost or damaged.

Stolen Property

Before a loss for stolen property is paid or the property is replaced, **we** may return any stolen property to **you** at **our** expense with payment for any damage.

If, as a result of **your** loss, **we** pay **you** in cash or by replacement an amount equal to the actual cash value of **your** property before the loss, at **our** option, **we** have the right to take legal title of **your** property.

DEDUCTIBLE

Certain losses or damages are subject to a deductible amount as shown on the **declaration page** or elsewhere in this policy.

When **your** loss is the deductible amount or less, **you** pay it all. When **your** loss is more than the deductible shown, **you** pay the deductible amount and **we** pay the rest, less applicable depreciation or betterment, up to the amount of insurance provided to **you** in this policy.

This policy may have different deductibles for different coverages. Only one deductible amount will be applied to a loss from one **occurrence**. If the deductible amounts are not equal, the highest deductible for the coverages involved in the loss will apply.

The deductible will apply separately to each Travel Trailer insured under this policy.

PHYSICAL DAMAGE DOES NOT PROVIDE PAYMENT FOR:

Loss or damage due and confined to wear and tear, freezing, neglect, mechanical or electrical breakdown or failure, or manufacturer or latent defect, or improper installation;

Loss or damage resulting from or increased by water backing up through sewers or drains or water below the surface of the ground;

Loss or damage to **your** Travel Trailer, caused by any governmental requirement regulating construction, confiscation, repair, demolition, sale, occupancy, or relocation of **your** Travel Trailer;

Loss or damage if your Travel Trailer or Personal Effects are used for any illegal trade or illegal business;

Loss or damage due and confined to leakage from rain, sleet, or snow or its resulting damage whether or not wind driven;

Loss or damage if **your** Travel Trailer or Personal Effects are used for business or professional purposes;

Loss if **you** intentionally cause damage to or destruction of **your** Travel Trailer, or if **you** intentionally gave **us** materially false information with intent to deceive in order to obtain this policy or in **your** presentation of a claim;

Loss due to nuclear action which means nuclear reaction, radiation or radioactive contamination. Direct loss by fire resulting from nuclear action is covered;

Loss or damage due to war, hostile or war-like action in time of peace or war, whether declared or not declared;

Loss or damage to tires, wheels, and axles, unless damaged by fire or stolen while attached to or from inside the Travel Trailer;

Loss while **your** Travel Trailer is rented to others by **you**;

Loss caused by insects, vermin, birds, or animals;

Loss caused by or resulting from repairing, adjusting, servicing or maintenance operation, unless fire or explosion ensues, and then only for the loss or damage by the ensuing fire or explosion;

Loss due to acts of malicious mischief, vandalism, or theft caused by **you** or any member of the household or a person in lawful possession or custody of the Travel Trailer;

Lost items or mysterious disappearance;

Loss or damage to **your** Travel Trailer, its parts and equipment, and personal effects caused only by impact of its wheels with the road or ground;

Loss or damage to a truck-mounted camper body while it is being put in or taken off a truck or caused by impact with the truck while in transit unless the truck is involved in a collision or roll over;

Loss or damage to any sound equipment not permanently installed in **your** Travel Trailer or to tapes, records, CD's, or similar items used with sound equipment. Any loss or damage to sound receiving or transmitting equipment designed for use as citizens band radios, two-way mobile radios, telephones, scanning monitor receivers, or their accessories or antennas.

YOUR ADDITIONAL COVERAGES

Fire Department Service Coverage
(Not applicable in Arizona, New Jersey and New Mexico.)

PHYSICAL DAMAGE DOES NOT PROVIDE PAYMENT FOR: (Continued)

We will pay when the fire department is called because of a fire in, or endangering **your** Travel Trailer. **We** will pay for the fire department charge up to \$100 or the amount shown on the **declaration page**, whichever is greater. No deductible will apply.

Towing and Labor Costs Coverage

We will pay **you** the actual charge up to \$200 for towing costs including the cost of labor performed at the place of disablement. No deductible will apply.

Emergency Vacation Expense Coverage

If **you** cannot occupy or move **your** Travel Trailer because it is accidentally damaged or destroyed, **we** will pay up to \$250 for all **your** reasonable expenses. No deductible will apply.

First Aid Expenses

We will pay **your** expenses for first aid to others at the scene of an accident caused by **you**. **We** will not pay for first aid to **you**.

We will pay **your** actual expenses up to \$500. No deductible will apply.

GENERAL POLICY CONDITIONS

These general conditions apply to **your** policy. This policy is issued in reliance upon the truth of **your** representations, and this policy includes all agreements existing between **you** and **us** or any of **your** agents.

APPRAISALS

If settlement cannot be agreed to, then both **you** and **we** have the right to select a competent and disinterested appraiser within 20 days from the date of disagreement. The appraisers will select an umpire. The appraisers will determine the amount of the loss. If they do not agree, then each appraiser will submit their amount of the loss to the umpire. The agreement of any two will determine the amount of the loss and be binding on all parties. **You** pay **your** appraiser and **we** pay **our** appraiser. **You** and **we** share equally the expense of the umpire and all other expenses of the appraisals.

ARBITRATION CLAUSE

Any and all disputes, controversies or claims of any kind and nature between **you** and **us** arising out of or in any way related to the validity, interpretation, performance or breach of any provisions of this policy, and upon which a settlement has not been reached by **you** and **us**, shall be resolved exclusively, by arbitration in accordance with the Federal Arbitration Act (9 U.S.C. § 1 ET SEQ).

You shall appoint an arbitrator and **we** shall appoint an arbitrator. The two arbitrators appointed shall together pick a third arbitrator. Any decision of the arbitrators shall be by majority vote. In all other respects, the rules and procedures of the American Arbitration Association's Commercial Arbitration Rules shall govern the arbitration proceeding, except to the extent that such rules and procedures conflict with the Federal Arbitration Act. Arbitration shall be held in the city and state where the insured(s) resides, unless otherwise agreed, in writing, by the parties. In no event shall the arbitrators grant any relief not available in the courts of the state where the policy is issued. Judgment upon the arbitration award shall be entered in a court of general jurisdiction in the state where **you** reside. Appeals may be taken from the arbitrators' decision only in accordance with the Federal Arbitration Act.

You and **we** understand that:

1. discovery in an arbitration proceeding may be more limited than and different from that in a court proceeding;
2. the arbitrators are not required to state the basis of their decision or to issue any findings of fact; and
3. both **your** and **our** right to appeal or to seek modification of rulings by the arbitrators may be limited.

AUTOMATIC REINSTATEMENT OF COVERAGE

Any damage to **your** property will reduce the amount of coverage available by the amount of the damage. **Your** coverage limit will return

to its limit of liability shown on the **declaration page** upon completion of repairs or replacements.

AUTOMATIC TERMINATION

If **we** offer to renew your policy and **you** or **your** representative do not accept, the policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due means that **you** have not accepted **our** offer.

If **you** obtain other insurance on **your** Travel Trailer, any similar insurance provided by this policy will terminate on the effective date of the other insurance.

BANKRUPTCY

If **you** become bankrupt or insolvent, **we** will still be obligated under this policy.

CONCEALMENT, FRAUD, OR MISREPRESENTATION

The entire policy will be void if, whether before or after a loss, **you** have:

1. intentionally concealed or misrepresented any material fact or circumstance;

2. engaged in fraudulent conduct; or
3. made false statements relating to this insurance.

CANCELLATION

1. **You** may cancel this policy at any time by returning it to **us** or by letting **us** know, in writing, of the date cancellation is to take effect.
2. **We** may cancel this policy only for the reasons stated below by letting **you** know, in writing, of the date cancellation takes effect. This cancellation notice may be delivered to **you**, or mailed to **you** at **your** mailing address shown on the **declaration page**.
Proof of mailing will be sufficient proof of notice.
3. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
4. When this policy has been in effect for less than 60 days, and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.
5. When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel if there has been:
 - (1) conviction of a crime having as one of its necessary elements an act increasing the hazard insured against;

- (2) discovery of fraud or material misrepresentation; or
- (3) discovery of grossly negligent acts or omissions substantially increasing any of the hazards insured against;

physical changes in the property insured against which result in the property becoming uninsurable.

This can be done by letting **you** know at least 30 days before the date cancellation takes effect.

When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.

When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata subject to the minimum earned premium shown on the declaration page.

If the return premium is not refunded with the notice of cancellation or when this policy is returned to **us**, **we** will refund it within a reasonable time after the date cancellation takes effect.

NONRENEWAL

If **we** elect not to renew this policy, **we** will notify **you** (and the Lienholder, if shown on the **declaration page**) by delivery to **you**, or mailing to **you** at **your** address shown on the **declaration page**, written notice at least 30 days before the expiration date of this policy

(otherwise **we** will be obligated to renew this policy if **you** pay the required premium before the expiration date). Proof of mailing shall be sufficient proof of notice.

CHANGES TO YOUR POLICY

The only other way this policy can be changed is if **we** change it in writing, which will be made a part of this policy. Any change in **your** premium will be made at that time.

LEGAL ACTION AGAINST US

You may not bring legal action against **us** concerning this policy unless **you** have fully complied with all of its terms. Suit must be brought within one (1) year after the loss.

LIBERALIZATION CLAUSE

If any provision of this policy is in conflict with **your** state's or the Federal Government's laws or regulations at the time **your** policy is written, it is automatically changed to conform to them. **We** will

automatically give **you** the benefit of any extension or broadening of this policy, if the change does not require additional premium.

This Liberalization Clause does not apply to changes implemented through introduction of a subsequent edition of **our** policy.

LIENHOLDER INTEREST

If **you** borrowed money to buy **your** Travel Trailer, the person or business that loaned **you** the money is called the lienholder. The designation of a lienholder is considered to be an acknowledgment by **you** that the lienholder has a legal interest in the Travel Trailer due to an installment sales contract or other security agreement.

When a lienholder is named on the **declaration page**, **our** payment method will recognize the lienholder's interest in **your** property. If **we** elect to settle **your** loss or damage in money, both **your** name and **your** lienholder's will appear on **our** payment check. If **you** have paid off **your** lienholder, please tell **us** so that the lienholder's name may be removed from the **declaration page**.

If **your** interest in the Travel Trailer is terminated, **our** payment method will recognize only the lienholder's interest. No change in title or ownership of **your** Travel Trailer or any negligent acts of **yours** will cancel the lienholder's interest in this policy.

You or the lienholder must let **us** know of any change of ownership or any increase in hazard which comes to **your** or the lienholder's knowledge. If this change in ownership or increase in hazard requires an additional premium, **you** must pay the additional premium. If **you** fail to pay any premium due for this policy, **your** lienholder may be requested to pay that premium.

If **you** fail to give **us** proof of loss within the required 90 days, the lienholder is given an additional 30 days to notify **us** of the loss.

LIMITS OF LIABILITY

The insuring of more than one person by this policy does not increase the amount of insurance.

LOCATION

This policy applies only to accidents, occurrences and loss during the policy period while the Travel Trailer is within the United States of

America, its territories or possessions, or Canada, or is being transported between ports.

OTHER INSURANCE

This policy is excess coverage for Named Perils Personal Effects Coverage if there is other insurance coverage which will pay first. After

the other policy has paid up to its limit, **our** policy will provide coverage up to its limit, but not exceeding the remainder of **your** loss.

OUR RIGHT TO RECOVER FROM OTHERS

After **we** have made payment under this policy, **we** have the right to recover the payment from anyone who may be held responsible. **You** will be required to sign any papers and do whatever else is necessary to transfer this right to **us**.

Neither **you** nor anyone **we** insure in this policy has the right to do anything to prejudice **our** right to recover from others.

SALVAGE: NO ABANDONMENT TO US

Upon settlement by **us** of any total loss or where **we** have paid the policy limits, the salvage, if any, shall belong to **us** at our option, however, there shall be no abandonment to **us**.

TRANSFER OF THIS POLICY

No interest in this policy can be transferred without **our** written consent. If **you** die, this policy will continue in force for the remainder of the time between the "from" and "to" dates shown on the **declaration page**.

This policy will only continue for other members of **your** family entitled to coverage at the time of **your** death or for **your** legal representative.

WHAT TO DO WHEN YOU HAVE A LOSS

Any robbery, burglary, theft, vandalism, or malicious mischief loss must be reported to the appropriate law enforcement agency within 24 hours after **you** discover the loss. In case of theft of the Travel Trailer, the loss must be reported to the police immediately.

When **you** have a loss, **you** or someone on **your** behalf must notify **us** at once. When **you** notify **your** agent or **us**, please give **your** name, policy number, how the loss happened, including the extent of the damages or injuries, names of witnesses, and all other pertinent facts at the time **you** report the loss. **We** may require this information in writing.

You must forward to **us** every notice, demand, summons or other process relating to the accident or **occurrence**.

If **you** have a loss, **you** must protect **your** insured property from any further damage. If **you** fail to do so, any further damage will not be recoverable under this policy. **We** will pay any actual reasonable

expenses for necessary emergency repairs incurred in protecting the insured property from further loss if that loss is covered by this policy.

We may require that **you** file with **us** a notarized proof of loss within 90 days after the loss or damage. **You** may be required to show **us** the damaged property and submit to examination under oath. **You** will be required to cooperate with **us** in **our** effort to investigate the accident or loss, settle any claims against **you**, and defend **you**. If **you** fail to cooperate, **we** have the right to deny **you** coverage.

You, except at **your** own expense, may not voluntarily make any payment, assume any obligation or incur any expenses other than First Aid Expenses or emergency repair.

When **you** have a loss **we** insure, **we** will make settlement within 60 days after **we** receive an acceptable proof of loss and the amount of loss is determined as provided in this policy.

In Witness Whereof, the Company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned on the **declaration page** by a duly authorized agent of the Company.


SECRETARY


PRESIDENT

AMERICAN RELIABLE INSURANCE COMPANY TRIP COLLISION COVERAGE ENDORSEMENT

For an additional premium, it is understood and agreed that **your** policy is extended to include Trip Collision Coverage. **We** will pay for direct, sudden and accidental loss of or damage to **your** mobile home, caused by collision or upset, occurring while **your** mobile home is being moved. Collision which damages only wheels, tires, axles and running gear is not covered.

Coverage starts when the leveling jacks or blocks are removed or utilities are disconnected from **your** mobile home for the purpose of transportation. Coverage ends when **your** mobile home is unhitched from the transporting vehicle and it is re-blocked and leveled with utilities reconnected and ready for occupancy.

In each claim for loss or damage, a \$_____ deductible applies. **Your** Trip Collision Coverage is for a period of 30 consecutive days, starting on _____ at 12:01 a.m. The premium for this coverage is fully earned.

All other terms and conditions of the policy remain as stated.

Insured: _____ Policy Number: _____

**AMERICAN RELIABLE INSURANCE COMPANY
STATIONARY TRAVEL TRAILER
PERSONAL LIABILITY ENDORSEMENT**

In consideration of an additional premium, **your** policy is amended to include Personal Liability and Medical Payments coverage, up to the Amount of Insurance shown on the **declaration page**.

PERSONAL LIABILITY COVERAGE

Comprehensive Personal Liability Coverage provides protection against accidents that happen to somebody else, but that **you** are legally responsible for, subject to all policy terms and conditions.

We will pay under Comprehensive Personal Liability Coverage for damages **you** become legally obligated to pay when the damages occur on **your** Travel Trailer **premises** or result from **your** personal actions.

We will pay for certain medical expenses whether or not **you** are legally liable as described under Medical Payments To Others Coverage, subject to all policy terms and conditions.

Comprehensive Personal Liability Coverage and Medical Payments To Others Coverage provides coverage only for:

Activities which are ordinarily incidental to non-business pursuits.

DEFINITIONS

BODILY INJURY means **bodily injury**, sickness, disease, or death of any person, except **you** or any resident of **your** Travel Trailer.

PROPERTY DAMAGE means damage or destruction of property of others or damage or injury to it, including loss of its use.

PUNITIVE OR EXEMPLARY DAMAGES are considered to be damages which may be imposed to punish a wrong doer and to deter others from similar conduct.

PREMISES means:

Your Travel Trailer as long as it is not for rental, farm, or business use. Included are **premises** used in connection with **your** Travel Trailer. Also included are adjacent sidewalks and drives to **your** Travel Trailer.

Vacant land other than farmland owned by or rented to **you**, including land on which a one or two family dwelling is being built for **your** use;

Premises not owned by **you** but in which **you** temporarily live; or

Individual or family cemetery plots or burial vaults.

These definitions will be bold faced throughout the text.

COMPREHENSIVE PERSONAL LIABILITY COVERAGE

If a claim is made or a suit brought against **you** for damages because of **bodily injury** or **property damage** to which this coverage applies, we will:

1. Pay up to **our** limit of liability shown on the **declaration page** for the damages for which **you** are legally liable; and
2. Provide a defense at **our** expense by attorneys of **our** choice. We may make any investigations and settle any claims or suits that we decide appropriate. **Our** obligation to defend any claim or suit ends when the amount we pay for damages resulting from the accident equals **our** limit of liability shown on the **declaration page**.*

MEDICAL PAYMENTS TO OTHERS COVERAGE

We will pay on **your** behalf, up to **our** limit of liability shown on the **declaration page** the necessary medical expenses incurred or medically determined within one year (*three years in New York*) from the date of an accident resulting in **bodily injury**. The accident must occur between the "from" and "to" dates shown on the **declaration page**. Medical expenses means reasonable charges for medical,

surgical, X-Ray, dental, ambulance, hospital, professional nursing, recognized religious method of healing, prosthetic devices, and funeral services. This coverage does not apply to **you** or a resident of **your** Travel Trailer other than residence employees. This coverage also does not apply to a person regularly residing in any other dwelling, Travel Trailer, or structure located on **your** premises.

MEDICAL PAYMENTS TO OTHERS COVERAGE APPLIES ONLY:

1. To a person on **your** premises with **your** permission;
2. To a person off of **your** premises if the **bodily injury**:
 - a. Arises out of a condition in **your** premises or the sidewalks and drives adjacent to **your** premises;
 - b. Is caused by **your** activities;
 - c. Is caused by a residence employee in the course of duties for **you**; or
 - d. Is caused by an animal owned by **you** or in **your** care.

*In New York, this sentence is changed to read, "Our obligation to defend any claim or suit ends upon payment of judgment or settlement."

WE COVER THE FOLLOWING IN ADDITION TO THE LIMITS OF LIABILITY:

Claim Expenses

For claim expenses we pay:

Expenses incurred by **us** and costs taxed against **you** in any suit we defend;

Premiums on bonds required in a suit defended by **us**, but not for bond amounts greater than the Limit of Liability for Comprehensive Personal Liability Coverage. We are not obligated to apply for or furnish any bonds;

Expenses incurred by **you** at **our** request, including up to \$50 a day actual loss of earnings, for assisting **us** in the investigation or defense of any claim or suit; and

Interest on the entire entered judgment until we pay, formally offer, or deposit in Court that part of the judgment which does not exceed the limit of **our** liability on that judgment. (*In Minnesota, we also pay prejudgment interest awarded against you on that part of the judgment we pay. In Rhode Island, we pay interest on the judgment amount if we reject the plaintiff's offer, but we will only pay the interest on the judgment amount when it is equal to or less than our limit of liability shown on the declaration page.*)

Damage To Property of Others

We will pay for Damage To Property Of Others caused by **you** up to \$250 per accident subject to all policy terms and conditions.

COMPREHENSIVE PERSONAL LIABILITY EXCLUSIONS

Comprehensive Personal Liability Coverage And Medical Payments To Others Coverage Does Not Pay For Bodily Injury Or Property Damage:

Which is expected or intended by any of **you** or performed at any of **your** direction; (*In Georgia, this exclusion does not apply to **bodily injury** resulting from the use of reasonable force by one or more insureds to protect persons or property.*) (*This Exclusion will not apply when protecting persons or property in New York.*)

Which is caused by **you** while under the influence of alcohol*, drugs, or any other mind altering substances;** (*In Georgia,*

coverage is provided if use of these controlled substances were done without the insured's knowledge.)

Arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana, and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician;

Arising out of **your** business pursuits. This also includes **your** occasional or part-time business pursuits;

Arising out of the rental or holding for rental of any **premises** owned by **you** intended for use as a residence for more than two roomers or boarders;

Arising out of the rendering or failing to render professional services;

Arising out of any **premises** owned by you or rented to **you** unless it is shown on the **declaration page** and a premium charge has been made;

*In Rhode Island, alcohol is deleted from this exclusion.

**In New York, coverage would be provided while the insured is on prescription drugs prescribed by a licensed physician.

Arising out of the actual, alleged, or threatened discharge, dispersal, release or escape of pollutants at or from **premises you** own, rent, or occupy; *(In Georgia, coverage is provided for sudden and accidental pollution. In Minnesota, this exclusion does not apply to bodily injury or property damage arising out of the heat, smoke, or fumes of a hostile fire.)*

Arising out of loss, cost, or expense from any governmental direction or request that **you** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize pollutants;

Arising out of the ownership, maintenance, use, loading, or unloading of:

Any motor vehicle, licensed or not for use on or off public roads, except golf carts while used for golfing, or equipment usual and incidental to the maintenance of **your** Travel Trailer **premises**;

Aircraft;

Watercraft;

If the watercraft has inboard or inboard-outboard motor(s) exceeding 50 horsepower;

If it is a sailing vessel, with or without auxiliary power, 26 feet or more in overall length;

If it is powered by one or more outboard motors with more than 25 combined total horsepower;

Designated as a jet ski or similar type of craft; or

Designated as an air boat, air cushion, or similar type of craft.

Caused directly or indirectly by war, hostile or war-like action, in time of peace or war, whether or not declared, riot or civil disorder;

Arising out of **your** illegal activities; *(In Georgia, this is amended to read: "Arising out of your illegal activities which have criminal intent.")*

Arising out of communicable diseases or sickness as may have been transmitted by **you** or as may have arisen from **your** activities.

Arising out of sexual molestation, corporal punishment, or physical or mental abuse.

COMPREHENSIVE PERSONAL LIABILITY COVERAGE DOES NOT PAY FOR:

Bodily injury or **property damage** arising out of any loss assessment charged against you as a member of an association, corporation, or community of property owners;

Liability assumed under any contract or agreement;

Damage to property owned by **you**;

Damage to property rented to **you**, occupied or used by **you** or in **your** care except as provided by Damage To Property Of Others; *(This exclusion does not apply to property damage caused by fire, smoke, or explosion.)*

Bodily injury to any person eligible to receive any benefits required to be provided by **you** under any worker's compensation, non-occupational disability or occupational disease laws;

Bodily injury or **property damage** if **you** are also covered under a nuclear energy liability policy whether or not its limits of liability have been exhausted; or

Bodily injury to **you** or other persons under age 21 in **your** care; or

Punitive and exemplary damages. (This exclusion is not applicable in the states of Alabama, Georgia, Louisiana, Maryland, Michigan, New Jersey, New York, South Carolina, and Tennessee.)

MEDICAL PAYMENTS EXCLUSIONS

Medical Payments to Others Coverage Does Not Pay for Bodily Injury:

To a residence employee if the **bodily injury** occurs off **your** Travel Trailer **premises** and does not arise out of, or in the course of, the employment by **you**;

To any person eligible to receive any benefits required to be provided or voluntarily provided under any worker's compensation, non-occupational disability, or occupational disease law;

From nuclear action meaning nuclear reaction, radiation, or radioactive contamination; or

To any person other than a residence employee of an insured, regularly residing on any part of the insured **premises**.

DAMAGE TO PROPERTY OF OTHERS DOES NOT PAY:

If the loss is insured under any physical damage coverage in this policy;

If the loss is caused intentionally by any one of **you** who is 13 years old or older;

For loss to property owned by or rented to:

you;

your tenant; or

any resident of **your** Travel Trailer.

If the loss arises from:

Business pursuits;

Any act or omission in connection with a **premises** owned, rented, or controlled by **you** unless it is shown on the **declaration page** and a premium charge has been made; or

The ownership, maintenance, or use of a motor vehicle, aircraft, or watercraft.

AMERICAN RELIABLE INSURANCE COMPANY

OFF ROAD LIABILITY COVERAGE

We will pay sums which you become legally obligated to pay due to Bodily Injury or Property Damage caused by an Occurrence arising out of your ownership, maintenance or use of the Unit described in declaration while detached from the towing unit and not on a public right of way while being used for recreational purposes. We will:

1. Pay up to our liability limit for Bodily Injury or Property Damage for which you are legally liable; and
2. Provide a defense at our expense by counsel of our choice. We may make any investigation and settle any claim or suit. Our obligation to defend any claim or suit ends when the amount we pay for damages resulting from the loss equals our liability limit.*

EXCLUSIONS

We will not cover Bodily Injury or Property Damage:

1. Which is expected or intended by an Insured Person.
2. Arising out of your business pursuits or while your trailer is rented to others.
3. Arising out of the rendering or failing to render professional services.
4. Arising out of the ownership, maintenance, use, loading or unloading of:
 - (a) An aircraft;
 - (b) A watercraft;
 - (c) Any motor driven vehicle.
5. Arising out of any liability assumed in any contract or agreement.
6. Which may occur to property owned by, rented to, occupied by or used by you, or in your care, custody or control.
7. Arising while your described unit is in transit.
8. Arising from any injury to you or persons living with you.
9. Arising from any injury to any person eligible to receive any benefits required to be provided or voluntarily provided by you under any worker's compensation, non-occupational disability, or occupational disease law.
10. Arising out of the serving or furnishing of alcoholic beverages to any person.
11. Arising out of illegal or illicit activities.

RIGHTS & DUTIES

CONDITIONS APPLYING TO OFF ROAD LIABILITY

WHAT YOU MUST DO IN CASE OF LOSS

In case of an accident or loss, an Insured Person shall perform the following duties which apply. You must cooperate with us in seeing that these duties are performed:

1. Give written notice to us or our agent as soon as practicable. The notice must state:
 - (a) The policy number and identity of the Insured Person;
 - (b) Reasonably available information on the time, place and circumstances of the accident or loss; and
 - (c) Names and address of any claimants and available witnesses.
2. Immediately forward to us every notice, demand, summons or other process relating to the accident or loss.
3. At our request, assist in:
 - (a) Making settlement;
 - (b) The enforcement of any right of contribution or indemnity against any other who may be liable to you;
 - (c) The conduct of suits and attend hearings and trials; and
 - (d) Securing and giving evidence and obtaining the attendance of witnesses.
4. You shall not, except at your own cost, voluntarily make any payment, or assume any obligation other than for first aid to others.

LIABILITY LIMIT

Regardless of the number of Insured Persons, claims made or person injured, our total liability under Off Road Liability Coverage for all damages resulting from any one loss shall not exceed the liability limit for this coverage stated on the Schedule Page. All Bodily Injury and Property Damage resulting from any one accident or from continuous or repeated exposure to substantially the same general conditions shall be considered to be the result of one loss.

SUIT AGAINST US

You may not sue us unless you have complied with policy terms. No one shall have any right to join us as a party to any action against you. Further, no action with respect to the Off Road Liability Coverage shall be brought against us until final judgment against you has been determined.

*In New York, this sentence is changed to read, "Our obligation to defend any claim or suit ends upon payment of judgment or settlement."

AMERICAN RELIABLE INSURANCE COMPANY

LENDER'S INTEREST PROTECTION

TRAVELER PROGRAM

If **you** borrowed money to buy **your** Travel Trailer, **your** lienholder needed some security for that loan. In most cases **your** Travel Trailer will be the security. In other words, the loan is secured by **your** Travel Trailer. **Your** lienholder has a secured interest in **your** Travel Trailer and may require that the Lender's Interest Protection Endorsement be added to **your** policy. Any additional premium may have to be paid by **you**. *(In Mississippi, the additional premium will be paid by the lienholder.) (The premium for this coverage is fully earned, except in South Carolina and Michigan. In Michigan, the earned premium shall be the pro rata premium or \$25.00, whichever is greater.)*

Collision or Upset

We will pay the lienholder for direct and sudden accidental loss to the travel trailer caused by collision while the travel trailer is being moved from one place to another. Collision which damages only wheels, tires, axles, and running gear isn't covered. In each claim for loss or damage, **we** will pay up to the Amount of Insurance shown on the **declaration page**, less the applicable deductible.

Alteration

We will pay the lienholder if **you** caused deliberate damage to the travel trailer or made substantial changes in its structure with the intention of reducing its value without permission from the lienholder.

Total alteration results when the damage or change reduces the value of the travel trailer so that the cost of repair plus the salvage value exceed the actual cash value of the travel trailer before such damage or change. Damage resulting from neglect or omission to act, or from wear and tear or hard usage won't be considered as alteration.

We will pay up to the Amount of Insurance shown on the **declaration page**, less the applicable deductible.

Conversion

We will pay the lienholder if they are unsuccessful in their efforts to recover possession of the travel trailer or its missing parts due to **your** transfer of ownership without permission of the lienholder.

We will pay up to the Amount of Insurance shown on the **declaration page**, less the applicable deductible.

Concealment

We will pay the lienholder if they are unable to locate the travel trailer or its missing parts within 120 days after **we** receive all of the lienholder's papers, documents, and records regarding the loan as long as **you** haven't made a loan payment to the lienholder during that 120 days. A police report must be filed for each loss contained in this paragraph.

We will pay up to the Amount of Insurance shown on the **declaration page**, less the applicable deductible.

Repossession Expense

If the travel trailer is repossessed by or on behalf of the lienholder, this coverage provides payment by **us** to the lienholder for an amount equal to the expense of transporting the travel trailer from the place of repossession to the shortest of the following:

- The place where it was sold by the lienholder; or
- To the nearest business location of the lienholder.

Repossession Expense applies only to the expense of returning the entire travel trailer but not to the expense of returning only separate parts, equipment, or accessories.

We will pay up to the Amount of Insurance shown on the **declaration page**, less the applicable deductible.

Repossession Expense is limited to the rate per mile for transportation up to 70 per mile. This is subject to a maximum payment of \$600.

OUR PAYMENT METHODS

The amount **we** pay the lienholder for loss covered by Lender's Interest Protection will be the lowest of:

The cost without overhead or profit to the lienholder for repairing or replacing the travel trailer and parts with property of similar quality and value; or

The amount of interest of the lienholder in any Alteration, Conversion or Concealment loss, measured by the unpaid balance, not more than 60 days past due; less:

Unearned interest, insurance, finance, and other carrying charges computed as of the date of claim, and also minus any penalties or other charges which may have been added to the loan after the loan was finalized; or

Replacement of the property with property of similar kind, quality, and value; or

Actual cash value of the travel trailer or of the missing parts immediately before the loss.

Lender's Interest Protection Does Not Provide Coverage:

If the loan transaction wasn't entered into in accordance with normal and usual credit standards. **We** do not pay when the lien instrument, at the time of its execution, was not legally enforceable and did not represent a bona fide security transaction entered into in good faith by both parties to secure the repayment of the amount of the total loan;

If, at the date this coverage became effective, payment was more than 30 days past due under the lien instrument covering the travel trailer;

For any gas bottles, fuel tanks, steps, skirting, beds, curtains, spreads, drapes, furniture, or equipment. **We** do not pay for appliances that have worn out or have been discarded, even if replaced;

If the loss is caused by failure of anyone to maintain the travel trailer, its parts and equipment in good working order;

Unless the Named Insured has defaulted on the loan and the travel trailer has been repossessed.

GENERAL CONDITIONS OF LENDER'S INTEREST PROTECTION

Other Insurance

If there is other collectible insurance for loss by Collision or Upset, the other insurance coverage pays first and Lender's Interest Protection will pay next, but only if the entire loss isn't covered by the other insurance and only to the extent of the lender's interest.

Our Right To Recover from Others

After **we** have made a Lender's Interest Protection payment, **we** give up the right to recover the payment from the lienholder, except for fraudulent actions of the lienholder. **We** give up the right to recover payment from the Named Insured. In Idaho, Kansas, New York, and Pennsylvania, we do not give up the right to recover payment from the Named Insured.

What To Do When A Loss Occurs

The lienholder must tell **us** as soon as there is suspicion of or actual knowledge loss has occurred. If the travel trailer has been repossessed, **we** must be told within 30 days after repossession.

The lienholder must give **us**, as part of the notice of loss or potential loss, the following:

- Inspection report prepared at the time of repossession describing the condition of the travel trailer and a listing, in detail, of the parts which are missing;

- Manufacturer's invoice;

- Any letters or other papers detailing their efforts to locate any item(s);

- Retail sales contract;

- Detailed description of damage and alterations;

- All available evidence showing exactly how the travel trailer was equipped and sold;

- Summary of collection efforts;

- Statement from the local law enforcement agency to which the loss was reported.

The lienholder must, at its own expense, use every reasonable effort, including litigation, until settlement of the loss to:

- Secure, protect, and preserve the travel trailer from loss;

- Locate the Named Insured, the travel trailer, and any missing parts;

- Declare the loan in default;

- Repossess the travel trailer for which any claim is to be made;

- Collect all amounts due under the loan agreement.

The lienholder must allow **us** to review and copy any other books, records, and files that will assist **us** in settling a claim. All losses must be promptly reported to the police.

The General Policy Conditions of this policy titled WHAT TO DO WHEN **YOU** HAVE A LOSS doesn't apply to this endorsement.

The day **we** receive all the required information will be the effective date of claim and all computations will be made as of that day.

The General Policy Conditions of this policy apply to the Lender's Interest Protection Endorsement unless **we** have already changed it in writing.

The Named Insured means the person or persons named on the **declaration page** and is not intended necessarily to acknowledge legal title or ownership of the insured property.

MISSISSIPPI EXCEPTION: It is agreed that under "**LENDER'S INTEREST PROTECTION**" the first paragraph, the last sentence is amended to read, "Any additional premium will be paid by the lienholder."

**AMERICAN RELIABLE INSURANCE COMPANY
STATIONARY TRAVEL TRAILER
ADJACENT STRUCTURES ENDORSEMENT**

In consideration of an additional premium, coverage is provided for **your** Adjacent Structures up to the Amount of Insurance shown on the **declaration page**.

We will pay for direct, sudden, and accidental loss of, or damage to, Adjacent Structures **you** have that are not in the original sales invoice or the certificate of origin.

Adjacent Structures are only:

awnings;

steps;

garages;

fences;

carports;

cabanas;

porches;

skirting;

utility sheds;

air conditioning units;

oil or gas drums that provide heating or cooking fuel to the Travel Trailer; or

water pumps that provide water to the Travel Trailer.

Any other items to be covered as Adjacent Structures must be individually listed on the **declaration page**.