



Please read the policy carefully. If there is an accident, contact your State Farm agent or one of our Claim Offices at once. (See "INSURED'S DUTIES" in this policy booklet.)

State Farm® Recreational Vehicle Policy Booklet

Maine
Policy Form 9219B

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THIS POLICY

1. This policy consists of:
 - a. the most recently issued Declarations Page;
 - b. the policy booklet version shown on that Declarations Page; and
 - c. any endorsements that apply, including those listed on that Declarations Page as well as those issued in connection with any subsequent renewal of this policy.
2. This policy contains all of the agreements between all named insureds who are shown on the Declarations Page and all applicants and:
 - a. **us**; and
 - b. any of **our** agents.
3. **We** agree to provide insurance according to the terms of this policy:
 - a. based on payment of premium for the coverages chosen; and
 - b. unless otherwise stated in “EXCEPTIONS, POLICY BOOKLET, & ENDORSEMENTS” on the Declarations Page, in reliance on the following statements:
 - (1) The named insured shown on the Declarations Page is the sole owner of **your recreational vehicle**.
 - (2) Neither **you** nor any member of **your** household has, within the past three years, had either:
 - (a) a license to drive; or
 - (b) a vehicle registration suspended, revoked, or refused.
- (3) **Your recreational vehicle** is used for pleasure and business.
4. All named insureds shown on the Declarations Page and all applicants agree by acceptance of this policy that:
 - a. the statements in 3.b. above are made by such named insured or applicant and are true; and
 - b. **we** provide this insurance on the basis those statements are true.
5. **Your** purchase of this policy may allow:
 - a. **you** to purchase or obtain certain coverages, coverage options, coverage deductibles, coverage limits, or coverage terms on other products from the **State Farm Companies**, subject to their applicable eligibility rules; or
 - b. the premium or price for other products or services purchased by **you**, including non-insurance products or services, to vary. Such other products or services must be provided by the **State Farm Companies** or by an organization that has entered into an agreement or contract with the **State Farm Companies**. The **State Farm Companies** do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization.

DEFINITIONS

We define certain words and phrases below for use throughout the policy. Each coverage includes additional definitions only for use with that coverage. These definitions apply to the singular, plural, possessive, and any other form of these words

and phrases. Defined words and phrases are printed in boldface italics.

Bodily Injury means bodily injury to a **person** and sickness, disease, or death that results from it.

Newly Acquired Recreational Vehicle means a **recreational vehicle** of the same type as **your recreational vehicle** newly **owned by you**. A **recreational vehicle** ceases to be a **newly acquired recreational vehicle** on the earlier of:

1. the effective date and time of a policy, including any binder, issued by **us** or any other company that describes the **recreational vehicle** as an insured vehicle; or
2. the end of the 14th calendar day immediately following the date the **recreational vehicle** is delivered to **you**.

If a **newly acquired recreational vehicle** is not otherwise afforded physical damage coverage by this or any other policy, then this policy will provide Physical Damage Coverage for that **newly acquired recreational vehicle**, subject to a deductible of \$500. Any coverage provided as a result of this paragraph will apply only until the end of the 5th calendar day immediately following the date the **newly acquired recreational vehicle** is delivered to **you**.

Non-Owned Recreational Vehicle means a **recreational vehicle** of the same type as **your recreational vehicle** that is in the lawful possession of **you** or any **resident relative** and that neither:

1. is **owned by**:
 - a. **you**;
 - b. any **resident relative**;
 - c. any other **person** who resides primarily in **your** household; or
 - d. an employer of any **person** described in a., b., or c. above; nor
2. has been operated by, rented by, or in the possession of:
 - a. **you**; or
 - b. any **resident relative**
during any part of each of the 31 or more consecutive days immediately prior to the date of the accident or **loss**.

Occupying means in, on, entering, or exiting.

Our means the Company issuing this policy as shown on the Declarations Page.

Owned By means:

1. owned by;
2. registered to; or
3. leased, if the lease is written for a period of 31 or more consecutive days to.

Pedestrian means a **person** who is not **occupying**:

1. a motorized vehicle; or
2. a vehicle designed to be pulled by a motorized vehicle.

Person means a human being.

Recreational Vehicle means:

1. a motorized all terrain vehicle, amphibious vehicle, dune buggy, golfmobile, snowmobile, trail bike, or minibike; or
2. a travel trailer or camping trailer.

Recreational Vehicle Business means a business or job where the purpose is to sell, lease, rent, repair, service, modify, transport, store, or park motor vehicles, or any type of trailer, cutter, or sled.

Resident Relative means a **person**, other than **you**, who resides primarily with the first **person** shown as a named insured on the Declarations Page and who is:

1. related to that named insured or his or her spouse by blood, marriage, or adoption, including an unmarried and unemancipated child of either who is away at school and otherwise maintains his or her primary residence with that named insured; or
2. a ward or a foster child of that named insured, his or her spouse, or a **person** described in 1. above.

State Farm Companies means one or more of the following:

1. State Farm Mutual Automobile Insurance Company;

2. State Farm Fire and Casualty Company; and
3. Subsidiaries or affiliates of either 1. or 2. above.

Trailer means a trailer, cutter, or sled designed to be pulled by a **recreational vehicle** of the same type as **your recreational vehicle**.

Us means the Company issuing this policy as shown on the Declarations Page.

We means the Company issuing this policy as shown on the Declarations Page.

You or **Your** means the named insured or named insureds shown on the Declarations Page. If a named insured shown on the Declarations Page is a **person**, then “**you**” or “**your**” includes the spouse of the first **person** shown as a named insured if the spouse resides primarily with that named insured.

Your Recreational Vehicle means the **recreational vehicle** shown under “YOUR RECREATIONAL VEHICLE” on the Declarations Page. **Your Recreational Vehicle** does not include a vehicle that **you** no longer own or lease.

If **you** ask **us** to replace the **recreational vehicle** shown on the Declarations Page with a **recreational vehicle** newly **owned by you** and of the same type as **your recreational vehicle**, then the **recreational vehicle** being replaced will continue to be considered **your recreational vehicle** until the earliest of:

1. the end of the 30th calendar day immediately following the date the **recreational vehicle** newly **owned by you** is delivered to **you**;
2. the date this policy is no longer in force; or
3. the date **you** no longer own or lease the **recreational vehicle** being replaced.

LIABILITY COVERAGE

This policy provides Liability Coverage if “A” is shown under “SYMBOLS” on the Declarations Page.

Additional Definition

Insured means:

1. **you** and **resident relatives** for:
 - a. the ownership, maintenance, or use of:
 - (1) **your recreational vehicle**;
 - (2) a **newly acquired recreational vehicle**; or
 - (3) a **trailer**; and
 - b. the maintenance or use of a **non-owned recreational vehicle**;
2. the first **person** shown as a named insured on the Declarations Page and that named insured’s spouse who resides primarily with that named insured for the maintenance or

use of a **recreational vehicle** of the same type as **your recreational vehicle** that is **owned by**, or furnished by an employer to, a **person** who resides primarily in **your** household, but only if such **recreational vehicle** is neither **owned by**, nor furnished by an employer to, the first **person** shown as a named insured on the Declarations Page or that **person’s** spouse;

3. any other **person** for his or her use of:
 - a. **your recreational vehicle**;
 - b. a **newly acquired recreational vehicle**; or
 - c. a **trailer** while attached to a **recreational vehicle** described in a. or b. above.

Such vehicle must be used within the scope of **your** consent; and

4. any other *person* or organization vicariously liable for the use of a vehicle by an *insured* as defined in 1., 2., or 3. above, but only for such vicarious liability. This provision applies only if the vehicle is neither *owned by*, nor hired by, that other *person* or organization.

Insured does not include the United States of America or any of its agencies.

Insuring Agreement

1. *We* will pay damages an *insured* becomes legally liable to pay because of:
 - a. *bodily injury* to others; and
 - b. damage to property
 caused by an accident that involves a vehicle for which that *insured* is provided Liability Coverage by this policy.
2. *We* have the right to:
 - a. investigate, negotiate, and settle any claim or lawsuit;
 - b. defend an *insured* in any claim or lawsuit, with attorneys chosen by *us*; and
 - c. appeal any award or legal decision
 for damages payable under this policy's Liability Coverage.

Supplementary Payments

We will pay, in addition to the damages described in the **Insuring Agreement** of this policy's Liability Coverage, those items listed below that result from such accident:

1. Attorney fees for attorneys chosen by *us* to defend an *insured* who is sued for such damages. *We* have no duty to pay attorney fees incurred after *we* deposit in court or pay the amount due under the **Insuring Agreement** of this policy's Liability Coverage;
2. Court costs awarded by the court against an *insured* and resulting from that part of the lawsuit:
 - a. that seeks damages payable under this policy's Liability Coverage; and

- b. against which *we* defend an *insured* with attorneys chosen by *us*.

We have no duty to pay court costs incurred after *we* deposit in court or pay the amount due under the **Insuring Agreement** of this policy's Liability Coverage;

3. Interest the *insured* is legally liable to pay on damages payable under the **Insuring Agreement** of this policy's Liability Coverage:
 - a. before a judgment, but only the interest on the lesser of:
 - (1) that part of the damages *we* pay; or
 - (2) this policy's applicable Liability Coverage limit; and
 - b. after a judgment.

We have no duty to pay interest that accrues after *we* deposit in court, pay, or offer to pay, the amount due under the **Insuring Agreement** of this policy's Liability Coverage. *We* also have no duty to pay interest that accrues on any damages paid or payable by a party other than the *insured* or *us*;

4. Premiums for bonds, provided by a company chosen by *us*, required to appeal a decision in a lawsuit against an *insured*. *We* have no duty to:
 - a. pay for any bond with a face amount that exceeds this policy's applicable Liability Coverage limit;
 - b. furnish or apply for any bonds; or
 - c. pay premiums for bonds purchased after *we* deposit in court, pay, or offer to pay, the amount due under the **Insuring Agreement** of this policy's Liability Coverage; and
5. The following costs and expenses if related to and incurred after a lawsuit has been filed against an *insured*:
 - a. Loss of wages or salary, but not other income, up to \$200 for each day an *insured* attends, at *our* request;

- (1) an arbitration;
 - (2) a mediation; or
 - (3) a trial of a lawsuit; and
- b. Reasonable expenses incurred by an *insured* at *our* request other than loss of wages, salary, or other income.

The amount of any of the costs or expenses listed above that are incurred by an *insured* must be reported to *us* before *we* will pay such incurred costs or expenses.

Limits

The Liability Coverage limits for *bodily injury* are shown on the Declarations Page under “Liability Coverage – Bodily Injury Limits – Each Person, Each Accident.”

The limit shown under “Each Person” is the most *we* will pay for all damages resulting from *bodily injury* to any one *person* injured in any one accident, including all damages sustained by other *persons* as a result of that *bodily injury*. The limit shown under “Each Accident” is the most *we* will pay, subject to the limit for “Each Person”, for all damages resulting from *bodily injury* to two or more *persons* injured in the same accident.

The Liability Coverage limit for damage to property is shown on the Declarations Page under “Liability Coverage – Property Damage Limit – Each Accident”. The limit shown is the most *we* will pay for all damages resulting from damage to property in any one accident.

These Liability Coverage limits are the most *we* will pay regardless of the number of:

1. *insureds*;
2. claims made;
3. vehicles insured; or
4. vehicles involved in the accident.

Nonduplication

We will not pay any damages or expenses under Liability Coverage:

1. that have already been paid as expenses under Medical Payments Coverage of any

policy issued by the *State Farm Companies* to *you* or any *resident relative*; or

2. that have already been paid under Uninsured Motor Vehicle Coverage of any policy issued by the *State Farm Companies* to *you* or any *resident relative*.

Exclusions

THERE IS NO COVERAGE FOR AN *INSURED*:

1. WHO INTENTIONALLY CAUSES *BODILY INJURY* OR DAMAGE TO PROPERTY;
2. OR FOR THAT *INSURED’S* INSURER FOR ANY OBLIGATION UNDER ANY TYPE OF WORKERS’ COMPENSATION, DISABILITY, OR SIMILAR LAW;
3. FOR *BODILY INJURY* TO THAT *INSURED’S* EMPLOYEE WHICH ARISES OUT OF THAT EMPLOYEE’S EMPLOYMENT. This exclusion does not apply to that *insured’s* household employee who is neither covered, nor required to be covered, under workers’ compensation insurance;
4. FOR *BODILY INJURY* TO THAT *INSURED’S* FELLOW EMPLOYEE WHILE THE FELLOW EMPLOYEE IS IN THE COURSE AND SCOPE OF HIS OR HER EMPLOYMENT. This exclusion does not apply to *you* and *resident relatives* who are legally liable for *bodily injury* to fellow employees;
5. FOR DAMAGES ARISING OUT OF THE OWNERSHIP, MAINTENANCE, OR USE OF A VEHICLE WHILE IT IS RENTED TO OR LEASED TO OTHERS BY AN *INSURED*;
6. FOR DAMAGES ARISING OUT OF THE OWNERSHIP, MAINTENANCE, OR USE OF A VEHICLE WHILE IT IS BEING USED TO CARRY *PERSONS* FOR A CHARGE;
7. WHILE MAINTAINING OR USING A VEHICLE IN CONNECTION WITH THAT *INSURED’S* EMPLOYMENT IN

OR ENGAGEMENT OF ANY KIND IN A **RECREATIONAL VEHICLE BUSINESS**. This exclusion does not apply to:

- a. *you*;
- b. any *resident relative*; or
- c. any agent, employee, or business partner of a. or b. above

while maintaining or using *your recreational vehicle*, a *newly acquired recreational vehicle*, or a *trailer owned by you*;

8. WHILE MAINTAINING OR USING ANY VEHICLE OTHER THAN **YOUR RECREATIONAL VEHICLE**, A **NEWLY ACQUIRED RECREATIONAL VEHICLE**, OR A **TRAILER** IN ANY BUSINESS OR OCCUPATION OTHER THAN A **RECREATIONAL VEHICLE BUSINESS**;

9. FOR DAMAGE TO PROPERTY WHILE IT IS:

- a. **OWNED BY**;
- b. RENTED TO;
- c. USED BY;
- d. IN THE CARE OF; OR
- e. TRANSPORTED BY

YOU, A **RESIDENT RELATIVE**, OR THE **PERSON** WHO IS LEGALLY LIABLE FOR THE DAMAGE. This exclusion does not apply to damage to a:

- a. motor vehicle *owned by* the employer of *you* or any *resident relative* if such damage is caused by an *insured* while operating another motor vehicle;
- b. residence while rented to or leased to an *insured*; or
- c. private garage while rented to or leased to an *insured*;

10. FOR LIABILITY ASSUMED UNDER ANY CONTRACT OR AGREEMENT;

11. FOR ANY ORDER OF RESTITUTION ISSUED BY A COURT IN A CRIMINAL PROCEEDING OR EQUITABLE ACTION;

12. WHILE USING A **TRAILER** WITH A **RECREATIONAL VEHICLE** IF THAT **INSURED** IS NOT PROVIDED LIABILITY COVERAGE BY THIS POLICY FOR THE USE OF THAT **RECREATIONAL VEHICLE**;

13. FOR THE OWNERSHIP, MAINTENANCE, OR USE OF ANY VEHICLE WHILE IT IS:

- a. BEING PREPARED FOR, USED IN PRACTICE FOR, OR OPERATED IN ANY RACING CONTEST, SPEED CONTEST, HILL-CLIMBING CONTEST, JUMPING CONTEST, OR ANY SIMILAR CONTEST; OR
- b. ON A TRACK DESIGNED PRIMARILY FOR RACING OR HIGH-SPEED DRIVING. This exclusion (13.b.) does not apply if the vehicle is being used in connection with an activity other than racing, high-speed driving, or any type of competitive driving; OR

14. WHO IS AN EMPLOYEE OF THE UNITED STATES OF AMERICA OR ANY OF ITS AGENCIES, IF THE PROVISIONS OF THE FEDERAL TORT CLAIMS ACT APPLY.

If Other Liability Coverage Applies

1. If Liability Coverage provided by this policy and one or more other Recreational Vehicle Policies issued to *you* or any *resident relative* by the **State Farm Companies** apply to the same accident, then:
 - a. the Liability Coverage limits of such policies will not be added together to determine the most that may be paid; and
 - b. the maximum amount that may be paid from all such policies combined is the single highest applicable limit provided by any one of the policies. *We* may choose one or more policies from which to make payment.
2. The Liability Coverage provided by this policy applies as primary coverage for the

ownership, maintenance, or use of *your recreational vehicle* or a *trailer* attached to it.

a. If:

- (1) this is the only Recreational Vehicle Policy issued to *you* or any *resident relative* by the *State Farm Companies* that provides Liability Coverage which applies to the accident as primary coverage; and
- (2) liability coverage provided by one or more sources other than the *State Farm Companies* also applies as primary coverage for the same accident,

then *we* will pay the proportion of damages payable as primary that *our* applicable limit bears to the sum of *our* applicable limit and the limits of all other liability coverage that apply as primary coverage.

b. If:

- (1) more than one Recreational Vehicle Policy issued to *you* or any *resident relative* by the *State Farm Companies* provides Liability Coverage which applies to the accident as primary coverage; and
- (2) liability coverage provided by one or more sources other than the *State Farm Companies* also applies as primary coverage for the same accident,

then the *State Farm Companies* will pay the proportion of damages payable as primary that the maximum amount that may be paid by the *State Farm Companies* as determined in 1. above bears to the sum of such amount and the limits of all other liability coverage that apply as primary coverage.

3. Except as provided in 2. above, the Liability Coverage provided by this policy applies as excess coverage.

a. If:

- (1) this is the only Recreational Vehicle Policy issued to *you* or any *resident relative* by the *State Farm Companies* that provides Liability Coverage which applies to the accident as excess coverage; and
- (2) liability coverage provided by one or more sources other than the *State Farm Companies* also applies as excess coverage for the same accident,

then *we* will pay the proportion of damages payable as excess that *our* applicable limit bears to the sum of *our* applicable limit and the limits of all other liability coverage that apply as excess coverage.

b. If:

- (1) more than one Recreational Vehicle Policy issued to *you* or any *resident relative* by the *State Farm Companies* provides Liability Coverage which applies to the accident as excess coverage; and
- (2) liability coverage provided by one or more sources other than the *State Farm Companies* also applies as excess coverage for the same accident,

then the *State Farm Companies* will pay the proportion of damages payable as excess that the maximum amount that may be paid by the *State Farm Companies* as determined in 1. above bears to the sum of such amount and the limits of all other liability coverage that apply as excess coverage.

Required Out-of-State Liability Coverage

If:

1. an *insured* is in another state of the United States of America, a territory or possession of the United States of America, the District of Columbia, or any province or territory of Canada, and as a nonresident

becomes subject to its motor vehicle compulsory insurance law, financial responsibility law, or similar law; and

2. this policy does not provide at least the minimum liability coverage required by such law for such nonresident,

then this policy will be interpreted to provide the minimum liability coverage required by such law.

This provision does not apply to liability coverage required by law for any type of motor vehicle other than a *recreational vehicle*.

Financial Responsibility Certification

When this policy is certified under any law as proof of future financial responsibility, and while required during the policy period, this policy will comply with such law to the extent required.

MEDICAL PAYMENTS COVERAGE

This policy provides Medical Payments Coverage if “C” is shown under “SYMBOLS” on the Declarations Page.

Additional Definitions

Insured means:

1. *you* and *resident relatives*:
 - a. while *occupying*:
 - (1) *your recreational vehicle*;
 - (2) a *newly acquired recreational vehicle*;
 - (3) a *non-owned recreational vehicle*;
 - or
 - (4) a *trailer* while attached to a *recreational vehicle* described in (1), (2), or (3) above; or
 - b. if struck as a *pedestrian* by a *recreational vehicle* or any type of trailer while being pulled by, or designed to be pulled by, a *recreational vehicle*, and
2. any other *person* while *occupying*:
 - a. *your recreational vehicle*;
 - b. a *newly acquired recreational vehicle*;
 - or
 - c. a *trailer* while attached to a *recreational vehicle* described in a. or b. above.

Such vehicle must be used within the scope of *your* consent.

Medical Expenses mean *reasonable expenses* for *medical services*.

Medical Services mean treatments, procedures, products, and other services that are:

1. necessary to achieve maximum medical improvement for the *bodily injury*;
2. rendered by a healthcare provider:
 - a. who is licensed as a healthcare provider if a license is required by law; and
 - b. within the legally authorized scope of that healthcare provider’s practice;
3. commonly and customarily recognized throughout the medical profession and within the United States of America as appropriate for the treatment of the *bodily injury*;
4. primarily designed to serve a medical purpose;
5. not experimental; and
6. not for research purposes.

Reasonable Expenses mean the lowest of any one of the following charges:

1. The usual and customary fees charged by a majority of healthcare providers who provide similar *medical services* in the geographical area in which the charges were incurred;

2. The fee specified in any fee schedule:
 - a. applicable to medical payments coverage, no-fault coverage, or personal injury protection coverage included in motor vehicle liability policies issued in the state where *medical services* are provided; and
 - b. as prescribed or authorized by the law of the state where *medical services* are provided;
3. The fees agreed to by both the *insured's* healthcare provider and *us*; or
4. The fees agreed upon between the *insured's* healthcare provider and a third party when *we* have a contract with such third party.

Insuring Agreement

We will pay:

1. *medical expenses* incurred because of *bodily injury* that is sustained by an *insured* and caused by a motor vehicle accident if:
 - a. that *insured* is first provided *medical services* within one year immediately following the date of the accident; and
 - b. such *medical expenses* are for *medical services* that are provided within three years immediately following the date of the accident; and
2. funeral expenses incurred for an *insured* who dies within three years immediately following the date of a motor vehicle accident if the death is a direct result of *bodily injury* sustained in such accident.

Determining Medical Expenses

We have the right to:

1. obtain and use:
 - a. utilization reviews;
 - b. peer reviews; and
 - c. medical bill reviews
 to determine if the incurred charges are *medical expenses*.

2. use a medical examination of the *insured* to determine if:
 - a. the *bodily injury* was caused by a motor vehicle accident; and
 - b. the expenses incurred are *medical expenses*; and
3. enter into a contract with a third party that has an agreement with the *insured's* healthcare provider to charge fees as determined by that agreement.

Limit

The Medical Payments Coverage limit is shown on the Declarations Page under "Medical Payments Coverage – Limit – Each Person". This limit is the most *we* will pay for the *medical expenses* and funeral expenses combined, incurred by or on behalf of any one *insured* as a result of any one accident, regardless of the number of:

1. *insureds*;
2. claims made;
3. vehicles insured; or
4. vehicles involved in the accident.

Subject to the limit shown on the Declarations Page, the most *we* will pay for funeral expenses incurred for any one *insured* is \$3,000.

Nonduplication

We will not pay any *medical expenses* or funeral expenses under Medical Payments Coverage that have already been paid:

1. as damages under Liability Coverage or Uninsured Motor Vehicle Coverage of any policy issued by the *State Farm Companies* to *you* or any *resident relative*; or
2. by or on behalf of a party who is legally liable for the *insured's bodily injury*.

Exclusions

THERE IS NO COVERAGE FOR AN *INSURED*:

1. WHO IS STRUCK AS A *PEDESTRIAN* BY A MOTOR VEHICLE, *OWNED BY*

- THAT **INSURED** OR **YOU**, IF IT IS NOT **YOUR RECREATIONAL VEHICLE** OR A **NEWLY ACQUIRED RECREATIONAL VEHICLE**;
2. IF ANY WORKERS' COMPENSATION LAW OR ANY SIMILAR LAW APPLIES TO THAT **INSURED'S BODILY INJURY**;
 3. WHO IS **OCCUPYING** A VEHICLE WHILE IT IS RENTED TO OR LEASED TO OTHERS BY AN **INSURED**;
 4. WHO IS **OCCUPYING** A VEHICLE WHILE IT IS BEING USED TO CARRY **PERSONS** FOR A CHARGE;
 5. WHILE MAINTAINING OR USING A VEHICLE IN CONNECTION WITH THAT **INSURED'S** EMPLOYMENT IN OR ENGAGEMENT OF ANY KIND IN A **RECREATIONAL VEHICLE BUSINESS**. This exclusion does not apply to:
 - a. **you**;
 - b. any **resident relative**; or
 - c. any agent, employee, or business partner of a. or b. above
 while maintaining or using **your recreational vehicle**, a **newly acquired recreational vehicle**, or a **trailer owned by you**;
 6. WHILE MAINTAINING OR USING A **NON-OWNED RECREATIONAL VEHICLE** IN ANY BUSINESS OR OCCUPATION OTHER THAN A **RECREATIONAL VEHICLE BUSINESS**;
 7. WHO IS EITHER **OCCUPYING** OR STRUCK AS A **PEDESTRIAN** BY:
 - a. A VEHICLE, TRAILER, CUTTER, OR SLED THAT IS LOCATED FOR USE AS A DWELLING OR OTHER PREMISES; OR
 - b. A VEHICLE THAT RUNS ON RAILS;
 8. WHOSE **BODILY INJURY** RESULTS FROM WAR OF ANY KIND;
 9. WHOSE **BODILY INJURY** RESULTS FROM:
 - a. NUCLEAR REACTION;
 - b. RADIATION OR RADIOACTIVE CONTAMINATION FROM ANY SOURCE; OR
 - c. THE ACCIDENTAL OR INTENTIONAL DETONATION OF, OR RELEASE OF RADIATION FROM, ANY NUCLEAR OR RADIOACTIVE DEVICE;
 10. WHOSE **BODILY INJURY** RESULTS FROM THE DISCHARGE OF A FIREARM; OR
 11. WHO IS **OCCUPYING** A VEHICLE WHILE IT IS:
 - a. BEING PREPARED FOR, USED IN PRACTICE FOR, OR OPERATED IN ANY RACING CONTEST, SPEED CONTEST, HILL-CLIMBING CONTEST, JUMPING CONTEST, OR ANY SIMILAR CONTEST; OR
 - b. ON A TRACK DESIGNED PRIMARILY FOR RACING OR HIGH-SPEED DRIVING. This exclusion (11.b.) does not apply if the vehicle is being used in connection with an activity other than racing, high-speed driving, or any type of competitive driving.

If Other Medical Payments Coverage or Similar Vehicle Insurance Applies

1. An **insured** shall not recover for the same **medical expenses** or funeral expenses under both this coverage and other medical payments coverage or similar vehicle insurance.
2. If Medical Payments Coverage provided by this policy and one or more other vehicle policies issued to **you** or any **resident relative** by the **State Farm Companies** apply to the same **bodily injury**, then:
 - a. the Medical Payments Coverage limits of such policies shall not be added to-

gether to determine the most that may be paid; and

- b. the maximum amount that may be paid from all such policies combined is the single highest applicable limit provided by any one of the policies. *We* may choose one or more policies from which to make payment.
3. The Medical Payments Coverage provided by this policy applies as primary coverage for an *insured* who sustains *bodily injury* while *occupying your recreational vehicle* or a *trailer* attached to it.

a. If:

- (1) this is the only vehicle policy issued to *you* or any *resident relative* by the *State Farm Companies* that provides Medical Payments Coverage or other similar vehicle insurance which applies to the accident as primary coverage; and
- (2) medical payments coverage or other similar vehicle insurance provided by one or more sources other than the *State Farm Companies* also applies as primary coverage for the same accident,

then *we* will pay the proportion of *medical expenses* and funeral expenses payable as primary that *our* applicable limit bears to the sum of *our* applicable limit and the limits of all other medical payments coverage or similar vehicle insurance that apply as primary coverage.

b. If:

- (1) more than one vehicle policy issued to *you* or any *resident relative* by the *State Farm Companies* provides Medical Payments Coverage or other similar vehicle insurance which applies to the accident as primary coverage; and
- (2) medical payments coverage or other similar vehicle insurance provided

by one or more sources other than the *State Farm Companies* also applies as primary coverage for the same accident,

then the *State Farm Companies* will pay the proportion of *medical expenses* and funeral expenses payable as primary that the maximum amount that may be paid by the *State Farm Companies* as determined in 2. above bears to the sum of such amount and the limits of all other medical payments coverage or similar vehicle insurance that apply as primary coverage.

4. Except as provided in 3. above, the Medical Payments Coverage provided by this policy applies as excess coverage.

a. If:

- (1) this is the only vehicle policy issued to *you* or any *resident relative* by the *State Farm Companies* that provides Medical Payments Coverage or other similar vehicle insurance which applies to the accident as excess coverage; and
- (2) medical payments coverage or other similar vehicle insurance provided by one or more sources other than the *State Farm Companies* also applies as excess coverage for the same accident,

then *we* will pay the proportion of *medical expenses* and funeral expenses payable as excess that *our* applicable limit bears to the sum of *our* applicable limit and the limits of all other medical payments coverage or similar vehicle insurance that apply as excess coverage.

b. If:

- (1) more than one vehicle policy issued to *you* or any *resident relative* by the *State Farm Companies* provides Medical Payments Coverage or other similar vehicle insurance

which applies to the accident as excess coverage; and

- (2) medical payments coverage or other similar vehicle insurance provided by one or more sources other than the *State Farm Companies* also applies as excess coverage for the same accident,

then the *State Farm Companies* will pay the proportion of *medical expenses* and funeral expenses payable as excess that the maximum amount that may be paid by the *State Farm Companies* as determined in 2. above bears to the sum of such amount and the limits of all other medical payments coverage or

similar vehicle insurance that apply as excess coverage.

Our Payment Options

We may, at *our* option, make payment to one or more of the following:

1. The *insured*;
2. The *insured's* surviving spouse;
3. A parent or guardian of the *insured*, if the *insured* is a minor or an incompetent *person*;
4. A *person* authorized by law to receive such payment; or
5. Any *person* or organization that provides the *medical services* or funeral services.

UNINSURED MOTOR VEHICLE COVERAGE

This policy provides Uninsured Motor Vehicle Coverage if "U" is shown under "SYMBOLS" on the Declarations Page.

Additional Definitions

Insured means:

1. *you* and *resident relatives*:
 - a. while *occupying*:
 - (1) *your recreational vehicle*;
 - (2) a *newly acquired recreational vehicle*; or
 - (3) a *non-owned recreational vehicle*; or
 - b. if struck as a *pedestrian* by a *recreational vehicle* that qualifies as an *uninsured motor vehicle*;
2. the first *person* shown as a named insured on the Declarations Page and that named insured's spouse who resides primarily with that named insured while *occupying* a *recreational vehicle* of the same type as *your recreational vehicle* that is *owned by*,

or furnished by an employer to, a *person* who resides primarily in *your* household, but only if such *recreational vehicle* is neither *owned by*, nor furnished by an employer to, the first *person* shown as a named insured on the Declarations Page or that *person's* spouse;

3. any other *person* while *occupying*:
 - a. *your recreational vehicle*; or
 - b. a *newly acquired recreational vehicle*.
Such vehicle must be used within the scope of *your* consent. Such other *person occupying* a vehicle used to carry *persons* for a charge is not an *insured*; and
4. any *person* entitled to recover compensatory damages as a result of *bodily injury* to an *insured* as defined in 1., 2., or 3. above.

Uninsured Motor Vehicle means a land motor vehicle:

1. the ownership, maintenance, and use of which is:

- a. not insured or bonded for bodily injury liability at the time of the accident; or
- b. insured or bonded for bodily injury liability at the time of the accident; but
 - (1) the limits are less than required by the financial responsibility requirements of Maine;
 - (2) the insuring company:
 - (a) denies that its policy provides liability coverage for compensatory damages that result from the accident; or
 - (b) is or becomes insolvent; or
 - (3) the limits of liability are less than the limits **you** carry for uninsured motor vehicle coverage under this policy; or
2. the owner and driver of which remain unknown and which causes **bodily injury** to the **insured**. If there is no physical contact between that land motor vehicle and the **insured** or the vehicle the **insured** is **occupying**, then the facts of the accident must be corroborated by a disinterested **person** who witnessed the accident. **You, resident relatives, and persons occupying** the same vehicle as the **insured** are not disinterested **persons**.

Uninsured Motor Vehicle does not include a land motor vehicle:

1. whose ownership, maintenance, or use is provided Liability Coverage by this policy;
2. **owned by**, rented to, or furnished or available for the regular use of **you**;
3. **owned by**, rented to, or operated by a self-insurer under any motor vehicle financial responsibility law, any motor carrier law, or any similar law; or
4. while located for use as a dwelling or other premises.

Insuring Agreement

We will pay compensatory damages for **bodily injury** an **insured** is legally entitled to recover

from the owner or driver of an **uninsured motor vehicle**. The **bodily injury** must be:

1. sustained by an **insured**; and
2. caused by an accident that involves the operation, maintenance, or use of an **uninsured motor vehicle** as a motor vehicle.

Consent to Settlement

The **insured** must inform **us** of a settlement offer, if any, proposed by or on behalf of the owner or driver of the **uninsured motor vehicle**, and the **insured** must request **our** written consent to accept such settlement offer.

If **we**:

1. consent in writing, then the **insured** may accept such settlement offer.
2. inform the **insured** in writing that **we** do not consent, then the **insured** may not accept such settlement offer and:
 - a. **we** will make payment to the **insured** in an amount equal to such settlement offer. This payment is considered a payment made by or on behalf of the owner or driver of the **uninsured motor vehicle**; and
 - b. any recovery from or on behalf of the owner or driver of the **uninsured motor vehicle** shall first be used to repay **us**.

Deciding Fault and Amount

1. a. The **insured** and **we** must agree to the answers to the following two questions:
 - (1) Is the **insured** legally entitled to recover compensatory damages from the owner or driver of the **uninsured motor vehicle**?
 - (2) If the **insured** and **we** agree that the answer to 1.a.(1) above is yes, then what is the amount of the compensatory damages that the **insured** is legally entitled to recover from the owner or driver of the **uninsured motor vehicle**?

- b. If there is no agreement on the answer to either question in 1.a. above, then the *insured* shall:
- (1) file a lawsuit, in a state or federal court that has jurisdiction, against:
 - (a) *us*;
 - (b) the owner and driver of the *uninsured motor vehicle* unless *we* have consented to a settlement offer proposed by or on behalf of such owner or driver; and
 - (c) any other party or parties who may be legally liable for the *insured's* damages;
 - (2) consent to a jury trial if requested by *us*;
 - (3) agree that *we* may contest the issues of liability and the amount of damages; and
 - (4) secure a judgment in that action. The judgment must be the final result of an actual trial and any appeals, if any appeals are taken.
2. *We* are not bound by any:
 - a. judgment obtained without *our* written consent; and
 - b. default judgment against any *person* or organization other than *us*.
 3. Regardless of the amount of any award, including any judgment or default judgment, *we* are not obligated to pay any amount in excess of the available limits under this coverage of this policy.

Limits

The Uninsured Motor Vehicle Coverage limits are shown on the Declarations Page under “Uninsured Motor Vehicle Coverage – Bodily Injury Limits – Each Person, Each Accident”.

The limit shown under “Each Person” is the most *we* will pay for all damages resulting from *bodily injury* to any one *insured* injured

in any one accident, including all damages sustained by other *insureds* as a result of that *bodily injury*. The limit shown under “Each Accident” is the most *we* will pay, subject to the limit for “Each Person”, for all damages resulting from *bodily injury* to two or more *insureds* injured in the same accident.

These Uninsured Motor Vehicle Coverage limits are the most *we* will pay regardless of the number of:

1. *insureds*;
2. claims made;
3. vehicles insured; or
4. vehicles involved in the accident.

Nonduplication

We will not pay under Uninsured Motor Vehicle Coverage any damages:

1. that have already been paid to or for the *insured*:
 - a. by or on behalf of any *person* or organization who is or may be held legally liable for the *bodily injury* to the *insured*; or
 - b. for *bodily injury* under Liability Coverage of any policy issued by the *State Farm Companies* to *you* or any *resident relative*;
2. that:
 - a. have already been paid;
 - b. could have been paid; or
 - c. could be paid
 to or for the *insured* under any workers’ compensation law, disability benefits law, or similar law; or
3. that have already been paid as expenses under Medical Payments Coverage of this policy, the medical payments coverage of any other policy, or other similar vehicle insurance.

Exclusions

THERE IS NO COVERAGE:

1. FOR AN **INSURED** WHO, WITHOUT **OUR** WRITTEN CONSENT, SETTLES WITH ANY **PERSON** OR ORGANIZATION WHO MAY BE LIABLE FOR THE **BODILY INJURY**;

2. FOR AN **INSURED** WHO SUSTAINS **BODILY INJURY** THROUGH BEING STRUCK BY A **RECREATIONAL VEHICLE OWNED BY ANY RESIDENT RELATIVE**.

This exclusion does not apply to the first **person** shown as a named insured on the Declarations Page and that named insured's spouse who resides primarily with that named insured, through being struck by a **recreational vehicle** not **owned by** one or both of them;

3. FOR AN **INSURED** WHOSE **BODILY INJURY** RESULTS FROM THE DISCHARGE OF A FIREARM;

4. TO THE EXTENT IT BENEFITS:

a. ANY WORKERS' COMPENSATION OR DISABILITY BENEFITS INSURANCE COMPANY;

b. A SELF-INSURER UNDER ANY WORKERS' COMPENSATION LAW, DISABILITY BENEFITS LAW, OR SIMILAR LAW; OR

c. ANY GOVERNMENT OR ANY OF ITS POLITICAL SUBDIVISIONS OR AGENCIES;

5. FOR AN **INSURED** WHOSE **BODILY INJURY** RESULTS FROM:

a. NUCLEAR REACTION;

b. RADIATION OR RADIOACTIVE CONTAMINATION FROM ANY SOURCE; OR

c. THE ACCIDENTAL OR INTENTIONAL DETONATION OF, OR RELEASE OF RADIATION FROM, ANY NUCLEAR OR RADIOACTIVE DEVICE;

6. FOR PUNITIVE OR EXEMPLARY DAMAGES; OR

7. FOR ANY ORDER OF RESTITUTION ISSUED BY A COURT IN A CRIMINAL PROCEEDING OR EQUITABLE ACTION.

If Other Uninsured Motor Vehicle Coverage Applies

1. If Uninsured Motor Vehicle Coverage provided by this policy and one or more other vehicle policies issued to **you** or any **resident relative** by the **State Farm Companies** apply to the same **bodily injury**, then:

a. the Uninsured Motor Vehicle Coverage limits of such policies will not be added together to determine the most that may be paid; and

b. the maximum amount that may be paid from all such policies combined is the single highest applicable limit provided by any one of the policies. **We** may choose one or more policies from which to make payment.

2. The Uninsured Motor Vehicle Coverage provided by this policy applies as primary coverage for an **insured** who sustains **bodily injury** while **occupying your recreational vehicle**.

a. If:

(1) this is the only vehicle policy issued to **you** or any **resident relative** by the **State Farm Companies** that provides Uninsured Motor Vehicle Coverage which applies to the accident as primary coverage; and

(2) uninsured motor vehicle coverage provided by one or more sources other than the **State Farm Companies** also applies as primary coverage for the same accident,

then **we** will pay the proportion of damages payable as primary that **our** applicable limit bears to the sum of **our** applicable limit and the limits of all other uninsured motor vehicle coverage that apply as primary coverage.

- b. If:
 - (1) more than one vehicle policy issued to *you* or any *resident relative* by the *State Farm Companies* provides Uninsured Motor Vehicle Coverage which applies to the accident as primary coverage; and
 - (2) uninsured motor vehicle coverage provided by one or more sources other than the *State Farm Companies* also applies as primary coverage for the same accident,

then the *State Farm Companies* will pay the proportion of damages payable as primary that the maximum amount that may be paid by the *State Farm Companies* as determined in 1. above bears to the sum of such amount and the limits of all other uninsured motor vehicle coverage that apply as primary coverage.

- 3. Except as provided in 2. above, the Uninsured Motor Vehicle Coverage provided by this policy applies as excess coverage.

- a. If:
 - (1) this is the only vehicle policy issued to *you* or any *resident relative* by the *State Farm Companies* that provides Uninsured Motor Vehicle Coverage which applies to the accident as excess coverage; and
 - (2) uninsured motor vehicle coverage provided by one or more sources other than the *State Farm Companies* also applies as excess coverage for the same accident,

then *we* will pay the proportion of damages payable as excess that *our* applicable limit bears to the sum of *our* applicable limit and the limits of all other uninsured motor vehicle coverage that apply as excess coverage.

- b. If:
 - (1) more than one vehicle policy issued to *you* or any *resident relative* by the *State Farm Companies* provides Uninsured Motor Vehicle Coverage which applies to the accident as excess coverage; and
 - (2) uninsured motor vehicle coverage provided by one or more sources other than the *State Farm Companies* also applies as excess coverage for the same accident,

then the *State Farm Companies* will pay the proportion of damages payable as excess that the maximum amount that may be paid by the *State Farm Companies* as determined in 1. above bears to the sum of such amount and the limits of all other uninsured motor vehicle coverage that apply as excess coverage.

Our Payment Options

We may, at *our* option, make payment to one or more of the following:

1. The *insured*;
2. The *insured's* surviving spouse;
3. A parent or guardian of the *insured*, if the *insured* is a minor or an incompetent *person*; or
4. A *person* authorized by law to receive such payment.

PHYSICAL DAMAGE COVERAGE

This policy provides Physical Damage Coverage if “L” is shown under “SYMBOLS” on the Declarations Page. The deductible that applies is shown on the Declarations Page.

Additional Definitions

Covered Vehicle means:

1. *your recreational vehicle*;
2. a *newly acquired recreational vehicle*; and
3. any type of trailer, cutter, or sled shown on the Declarations Page;

including its parts and its equipment that are securely fixed as a permanent part of the vehicle and are common to the use of the vehicle as a vehicle.

Insured means *you* and *resident relatives*.

Loss means:

1. direct, sudden, and accidental damage to; or
2. total or partial theft of

a *covered vehicle*. **Loss** does not include any reduction in the value of any *covered vehicle* after it has been repaired, as compared to its value before it was damaged.

Insuring Agreement

We will pay for *loss* to a *covered vehicle*.

If the *covered vehicle* is a camping trailer, a travel trailer, or a trailer designed specifically to carry a *recreational vehicle*, then **we** will pay the fair cost incurred, up to \$100 for any one occurrence, by an *insured* for:

1. up to one hour of labor to repair the trailer at the place of its breakdown;
2. towing the trailer to the nearest repair facility where necessary repairs can be made;
3. towing the trailer out of a location where it is stuck if it is on or immediately next to a public road; and

4. delivery of tire for the trailer. **We** do not pay the cost of the tire.

Supplementary Payments

1. **We** will pay up to \$250 for reasonable expenses incurred to tow the *covered vehicle* immediately after the *loss*:

- a. for a reasonable distance from the location of the *loss* to any one repair facility chosen by an *insured* or the owner of the *covered vehicle*, if the *covered vehicle* is not drivable; or

- b. to any one repair facility or commercial storage facility, neither of which was chosen by an *insured* or the owner of the *covered vehicle*. **We** will also pay up to \$250 for reasonable expenses incurred to tow the *covered vehicle* for a reasonable distance from this facility to any one repair facility chosen by an *insured* or the owner of the *covered vehicle*, if the *covered vehicle* is not drivable;

2. **We** will pay up to \$250 for reasonable expenses incurred to store the *covered vehicle*, if it is not drivable immediately after the *loss*, at:

- a. any one repair facility or commercial storage facility, neither of which was chosen by an *insured* or the owner of the *covered vehicle*; and

- b. any one repair facility chosen by the owner of the *covered vehicle*, and **we** determine such vehicle is a total loss.

If the owner of the *covered vehicle* consents, then **we** may move the *covered vehicle* at *our* expense to reduce storage costs. If the owner of the *covered vehicle* does not consent, then **we** will pay only the storage costs that would have resulted if **we** had moved the damaged *covered vehicle*; and

3. *We* will pay up to \$250 for reasonable expenses incurred to clean up debris from the *covered vehicle* at the location of the *loss*.

Limits and Loss Settlement

We have the right to choose to settle with *you* or the owner of the *covered vehicle* in one of the following ways:

1. Pay the cost to repair the *covered vehicle* minus any applicable deductible.
 - a. *We* have the right to choose one of the following to determine the cost to repair the *covered vehicle*:
 - (1) The cost agreed to by both the owner of the *covered vehicle* and *us*; or
 - (2) A bid or repair estimate approved by *us*.
 - b. The cost to repair the *covered vehicle* does not include any reduction in the value of the *covered vehicle* after it has been repaired, as compared to its value before it was damaged.
 - c. If the repair or replacement of a part results in betterment of that part, then *you* or the owner of the *covered vehicle* must pay for the amount of the betterment;
2. Pay the actual cash value of the *covered vehicle* minus any applicable deductible.
 - a. The owner of the *covered vehicle* and *we* must agree upon the actual cash value of the *covered vehicle*. If there is disagreement as to the actual cash value of the *covered vehicle*, then the disagreement will be resolved by appraisal upon written request of the owner or *us*, using the following procedures:
 - (1) The owner and *we* will each select a competent appraiser.
 - (2) The two appraisers will select a third competent appraiser. If they are unable to agree on a third appraiser within 30 days, then either

the owner or *we* may petition a court that has jurisdiction to select the third appraiser.

- (3) Each party will pay the cost of its own appraiser, attorneys, and expert witnesses, as well as any other expenses incurred by that party. Both parties will share equally the cost of the third appraiser.
 - (4) The appraisers shall only determine the actual cash value of the *covered vehicle*. Appraisers shall have no authority to decide any other questions of fact, decide any questions of law, or conduct appraisal on a class-wide or class-representative basis.
 - (5) A written appraisal that is both agreed upon by and signed by any two appraisers, and that also contains an explanation of how they arrived at their appraisal, will be binding on the owner of the *covered vehicle* and *us*.
 - (6) *We* do not waive any of *our* rights by submitting to an appraisal.
 - b. The damaged *covered vehicle* must be given to *us* in exchange for *our* payment, unless *we* agree that the owner may keep it. If the owner keeps the *covered vehicle*, then *our* payment will be reduced by the value of the *covered vehicle* after the *loss*; or
3. Return the stolen *covered vehicle* to its owner and pay, as described in 1. above, for any direct, sudden, and accidental damage that resulted from the theft.

Nonduplication

We will not pay for any *loss* or expense under the Physical Damage Coverage for which the *insured* or owner of the *covered vehicle* has already received payment from, or on behalf of, a party who is legally liable for the *loss* or expense.

Exclusions

THERE IS NO COVERAGE FOR:

1. ANY **COVERED VEHICLE** THAT IS:

- a. INTENTIONALLY DAMAGED; OR
- b. STOLEN

BY OR AT THE DIRECTION OF AN **INSURED**;

2. ANY **COVERED VEHICLE** WHILE IT IS RENTED TO OR LEASED TO OTHERS BY AN **INSURED**;

3. ANY **COVERED VEHICLE** WHILE IT IS USED TO CARRY **PERSONS** FOR A CHARGE;

4. ANY **COVERED VEHICLE** DUE TO:

- a. THEFT;
- b. CONVERSION;
- c. EMBEZZLEMENT; OR
- d. SECRETION

BY AN **INSURED**, A CONSIGNEE, AN AGENT OF A CONSIGNEE, OR A **PERSON** WHO OBTAINS POSSESSION OF THE **COVERED VEHICLE** WITH THE PERMISSION OF A CONSIGNEE OR AGENT OF A CONSIGNEE;

5. **LOSS** TO ANY **COVERED VEHICLE** IF AN **INSURED** VOLUNTARILY RELINQUISHES POSSESSION OF THAT **RECREATIONAL VEHICLE** TO A **PERSON** OR ORGANIZATION UNDER AN ACTUAL OR PRESUMED SALES AGREEMENT;

6. ANY **COVERED VEHICLE** TO THE EXTENT **OUR** PAYMENT WOULD BENEFIT ANY CARRIER OR OTHER BAILEE FOR HIRE THAT IS LIABLE FOR **LOSS** TO SUCH **COVERED VEHICLE**;

7. **LOSS** TO ANY **COVERED VEHICLE** THAT RESULTS FROM:

- a. NUCLEAR REACTION;

b. RADIATION OR RADIOACTIVE CONTAMINATION FROM ANY SOURCE; OR

c. THE ACCIDENTAL OR INTENTIONAL DETONATION OF, OR RELEASE OF RADIATION FROM, ANY NUCLEAR OR RADIOACTIVE DEVICE;

8. **LOSS** TO ANY **COVERED VEHICLE** THAT RESULTS FROM THE TAKING OF OR SEIZURE OF THAT **COVERED VEHICLE** BY ANY GOVERNMENTAL AUTHORITY;

9. **LOSS** TO ANY **COVERED VEHICLE** THAT RESULTS FROM WAR OF ANY KIND;

10. **YOUR RECREATIONAL VEHICLE** WHILE SUBJECT TO ANY:

- a. LIEN AGREEMENT;
- b. RENTAL AGREEMENT;
- c. LEASE AGREEMENT; OR
- d. SALES AGREEMENT

NOT SHOWN ON THE DECLARATIONS PAGE;

11. ANY PART OR EQUIPMENT OF A **COVERED VEHICLE** IF THAT PART OR EQUIPMENT:

- a. FAILS OR IS DEFECTIVE; OR
- b. IS DAMAGED AS A DIRECT RESULT OF:
 - (1) WEAR AND TEAR;
 - (2) FREEZING; OR
 - (3) MECHANICAL, ELECTRICAL, OR ELECTRONIC BREAKDOWN OR MALFUNCTIONOF THAT PART OR EQUIPMENT.

This exclusion does not apply if the **loss** is the result of theft of the **covered vehicle**;

12. ANY PART OR EQUIPMENT:

- a. THAT IS NOT LEGAL FOR USE IN OR ON THE **COVERED VEHICLE** IN THE JURISDICTION WHERE

THE **COVERED VEHICLE** IS PRINCIPALLY GARAGED; OR

- b. THE USE OF WHICH IS NOT LEGAL IN THE JURISDICTION WHERE THE **COVERED VEHICLE** IS PRINCIPALLY GARAGED BECAUSE OF HOW OR WHERE THAT PART OR EQUIPMENT IS INSTALLED IN OR ON THE **COVERED VEHICLE**.

However, if there is a legal version of the part or equipment that is necessary for the safe operation of the *covered vehicle*, then *we* will pay the cost that *we* would otherwise have paid to repair the vehicle with the legal version of the part or equipment. *We* will not pay any cost necessary to modify the vehicle for installation of the legal version of the part or equipment.

- 13. TIRES. This exclusion does not apply if:

- a. *loss* is caused by missiles, falling objects, windstorm, hail, fire, explosion, earthquake, water, flood, total or partial theft, malicious mischief, vandalism, riot, civil commotion, or hitting or being hit by a bird or an animal; or
- b. *loss* to another part of the *covered vehicle* causes *loss* to tires;

- 14. REMOVABLE PRODUCTS USED FOR STORAGE OF AUDIO, VIDEO, OR OTHER DATA, INCLUDING BUT NOT LIMITED TO TAPES, DISCS, AND MEMORY CARDS, NOR IS THERE COVERAGE FOR THE RECONSTRUCTION OF DATA CONTAINED THEREIN; OR

- 15. ANY **COVERED VEHICLE** WHILE IT IS:

- a. BEING PREPARED FOR, USED IN PRACTICE FOR, OR OPERATED IN ANY RACING CONTEST, SPEED CONTEST, HILL-CLIMBING CONTEST, JUMPING CONTEST, OR ANY SIMILAR CONTEST; OR

- b. ON A TRACK DESIGNED PRIMARILY FOR RACING OR HIGH-SPEED DRIVING. This exclusion (15.b.) does not apply if the vehicle is being used in connection with an activity other than racing, high-speed driving, or any type of competitive driving.

If Other Physical Damage Coverage or Similar Coverage Applies

- 1. If the Physical Damage Coverage provided by this policy and one or more other policies issued to an *insured* by the *State Farm Companies* apply to the same *loss* or expense, then only one policy applies. *We* will select a policy that pays the most for the *loss* or expense.
- 2. The Physical Damage Coverage provided by this policy applies as primary coverage for a *loss* to *your recreational vehicle*.

If similar coverage provided by one or more sources other than the *State Farm Companies* also applies as primary coverage for the same *loss* or expense, then the *State Farm Companies* will pay the proportion of the *loss* or expense payable as primary coverage that the maximum amount that may be paid by the *State Farm Companies* bears to the sum of such amount and the limits of all other similar coverage that applies as primary coverage.

- 3. Except as provided in 2. above, the Physical Damage Coverage provided by this policy applies as excess coverage.

If similar coverage provided by one or more sources other than the *State Farm Companies* also applies as excess coverage for the same *loss* or expense, then the *State Farm Companies* will pay the proportion of the *loss* or expense payable as excess that the maximum amount that may be paid by the *State Farm Companies* bears to the sum of such amount and the limits of all other similar coverage that applies as excess coverage.

Financed Vehicle

1. If a creditor is shown on the Declarations Page, then any Physical Damage Coverage provided by this policy applies to that creditor's interest in **your recreational vehicle**. Coverage for the creditor's interest is only provided for a **loss** that is payable to **you**.

However, if this policy is cancelled or non-renewed, then **we** will provide coverage for the creditor's interest until **we** notify the creditor of the termination of such coverage. This coverage for the creditor's interest is only provided for a **loss** that would have been payable to **you** if this policy had not been cancelled or nonrenewed.

The date such termination is effective for cancellation or nonrenewal of physical damage coverage will be at least 10 days if cancellation, otherwise at least 30 days, after the date **we** mail or electronically transmit a notice of the termination to the creditor.

2. If **we** pay such creditor, then **we** are entitled to the creditor's right of recovery against **you** to the extent of **our** payment. **Our** right of recovery does not impair the creditor's right to recover the full amount of its claim.

Our Payment Options

1. **We** may, at **our** option, make payment to one or more of the following for **loss** to a **covered vehicle**:
 - a. **You**;
 - b. The repairer; or
 - c. A creditor shown on the Declarations Page, to the extent of its interest.
2. **We** may, at **our** option, make payment to one of the following for costs incurred by an **insured**:
 - a. **You**;
 - b. The **insured** who incurred the expense; or
 - c. Any party that provided the service for which payment is owed.

INSURED'S DUTIES

1. Notice to Us of an Accident or Loss

The **insured** must give **us** or one of **our** agents notice of the accident or **loss** as soon as reasonably possible. The notice must give **us**:

- a. **your** name;
- b. the names and addresses of all **persons** involved in the accident or **loss**;
- c. the hour, date, place, and facts of the accident or **loss**; and
- d. the names and addresses of witnesses to the accident or **loss**.

2. Notice to Us of a Claim or Lawsuit

- a. If a claim is made against an **insured**, then that **insured** must immediately send **us** every demand, notice, and claim received.
- b. If a lawsuit is filed against an **insured**, then that **insured** must immediately send **us** every summons and legal process received.

3. Insured's Duty to Cooperate With Us

- a. The **insured** must cooperate with **us** and, when asked, assist **us** in:
 - (1) making settlements;
 - (2) securing and giving evidence; and

- (3) attending, and getting witnesses to attend, depositions, hearings, and trials.
 - b. The *insured* must not, except at his or her own cost, voluntarily:
 - (1) make any payment to others; or
 - (2) assume any obligation to others unless authorized by the terms of this policy.
 - c. Any *person* or organization making claim under this policy must, when *we* require, give *us* proof of loss on forms *we* furnish.
4. **Questioning Under Oath**
- Under:
- a. Liability Coverage, each *insured*;
 - b. Medical Payments Coverage or Uninsured Motor Vehicle Coverage, each *insured*, or any other *person* or organization making claim or seeking payment; and
 - c. Physical Damage Coverage, each *insured* or owner of a *covered vehicle*, or any other *person* or organization making claim or seeking payment;
- must, at *our* option, submit to an examination under oath, provide a statement under oath, or do both, as reasonably often as *we* require. Such *person* or organization must answer questions under oath, asked by anyone *we* name, and sign copies of the answers. *We* may require each *person* or organization answering questions under oath to answer the questions with only that *person's* or organization's legal representative, *our* representatives, any *person* or *persons* designated by *us* to record the questions and answers, and no other *person* present.
5. **Other Duties Under the Physical Damage Coverage**
- When there is a *loss*, *you* or the owner of the *covered vehicle* must:
- a. protect the *covered vehicle* from additional damage. *We* will pay any reasonable expense incurred to do so that is reported to *us*;
 - b. make a prompt report to the police when the *loss* is the result of theft;
 - c. allow *us* to:
 - (1) inspect any damaged property before its repair or disposal;
 - (2) test any part or equipment before that part or equipment is removed or repaired; and
 - (3) move the *covered vehicle* at *our* expense in order to conduct such inspection or testing;
 - d. provide *us* all:
 - (1) records;
 - (2) receipts; and
 - (3) invoices
 that *we* request and allow *us* to make copies; and
 - e. not abandon the *covered vehicle* to *us*.
6. **Other Duties Under Medical Payments Coverage and Uninsured Motor Vehicle Coverage**
- A *person* making claim under:
- a. Medical Payments Coverage or Uninsured Motor Vehicle Coverage must:
 - (1) notify *us* of the claim and give *us* all the details about the death, injury, treatment, and other information that *we* may need as soon as reasonably possible after the injured *insured* is first examined or treated for the injury. If the *insured* is unable to give *us* notice, then any other *person* may give *us* the required notice;
 - (2) be examined as reasonably often as *we* may require by physicians chosen and paid by *us*. A copy of the report will be sent to the *person* upon written request;

- (3) provide written authorization for **us** to obtain:
- (a) medical bills;
 - (b) medical records;
 - (c) wage, salary, and employment information; and
 - (d) any other information **we** deem necessary to substantiate the claim.

If an injured **insured** is a minor, unable to act, or dead, then his or her legal representative must provide **us** with the written authorization.

If the holder of the information refuses to provide it to **us** despite the authorization, then at **our** request the **person** making claim or his or her legal representative must obtain the information and promptly provide it to **us**; and

- (4) allow **us** to inspect the vehicle that the **insured occupied** in the accident;

- b. Medical Payments Coverage must, when **we** request, execute a reimbursement and subrogation agreement that **we** furnish and return that agreement to **us**. **We** may withhold payment of medical expenses until **we** receive a properly executed reimbursement and subrogation agreement.
- c. Uninsured Motor Vehicle Coverage must report an accident, involving a motor vehicle whose owner and driver remain unknown, to the police within 24 hours and to **us** within 30 days; and
- d. Uninsured Motor Vehicle Coverage must send **us** immediately a copy of all lawsuit papers if the **insured** files a lawsuit against the party liable for the accident.

GENERAL TERMS

1. When Coverage Applies

The coverages provided by this policy are shown on the Declarations Page and apply to accidents and **losses** that occur during the policy period. The policy period is shown on the Declarations Page and is for successive periods of twelve months each for which the renewal premium is paid. The policy period begins and ends at 12:01 AM Standard Time at the address shown on the Declarations Page.

2. Where Coverage Applies

The coverages provided by this policy are shown on the Declarations Page and apply to accidents and **losses** that occur:

- a. in the United States of America and its territories and possessions;
 - b. in Canada; and
 - c. while a vehicle for which coverage is provided by this policy is being shipped between the ports of the United States of America, its territories, its possessions, and Canada.
- ### 3. Newly Owned or Newly Leased Recreational Vehicle

If **you** want to insure a **recreational vehicle** newly **owned by you** with the **State Farm Companies** after that **recreational vehicle** ceases to be a **newly acquired recreational vehicle**, then **you** must either:

- a. request *we* replace the *recreational vehicle* currently shown on the Declarations Page of this policy with the *recreational vehicle* newly *owned by you* and pay *us* any added amount due. If *you* make such request while this policy is in force and:
 - (1) before the *recreational vehicle* newly *owned by you* ceases to be a *newly acquired recreational vehicle*, then that *recreational vehicle* newly *owned by you* will be insured by this policy as *your recreational vehicle* beginning on the date the *recreational vehicle* newly *owned by you* is delivered to *you*. The added amount due will be calculated based on that date; or
 - (2) after the *recreational vehicle* newly *owned by you* ceases to be a *newly acquired recreational vehicle*, then that *recreational vehicle* newly *owned by you* will be insured by this policy as *your recreational vehicle* beginning on the date and time *you* make the request. The added amount due will be calculated based on that date; or
 - b. apply to the *State Farm Companies* for a separate policy to insure the *recreational vehicle* newly *owned by you*. Such policy will be issued only if both the applicant and the vehicle are eligible for coverage at the time of the application.
4. **Changes to This Policy**
- a. **Changes in Policy Provisions**
We may only change the provisions of this policy by:
 - (1) issuing a revised policy booklet, a revised Declarations Page, or an endorsement; or
 - (2) revising this policy to give broader coverage without an additional premium charge. If any coverage provided by this policy is changed to give broader coverage, then *we* will give *you* the broader coverage as of the date *we* make the change effective in the state of Maine without issuing a revised policy booklet, a revised Declarations Page, or an endorsement.
 - b. **Change of Interest**
 - (1) No change of interest in this policy is effective unless *we* consent in writing.
 - (2) If a named insured shown on the Declarations Page dies, then the definition of *insured* under each of the coverages provided by this policy is changed to include:
 - (a) any *person* with lawful custody of *your recreational vehicle* or a *newly acquired recreational vehicle* until a legal representative is qualified; and then
 - (b) the legal representative of the deceased named insured.

This only applies while such *person* is maintaining or using *your recreational vehicle* or a *newly acquired recreational vehicle*.

Policy notice requirements are met by mailing the notice to the most recent policy address that *we* have on record for the deceased named insured.
 - c. **Joint and Individual Interests**
 If *you* consists of more than one *person* or entity, then each acts for all to change or cancel the policy.

d. **Change of Policy Address**

We may change the named insured's policy address as shown on the Declarations Page and in *our* records to the most recent address provided to *us* by:

- (1) *you*; or
- (2) the United States Postal Service.

5. **Premium**

- a. Unless as otherwise provided by an alternative payment plan in effect with the *State Farm Companies* with respect to the premium for this policy, the premium is due and payable in full on or before the first day of the policy period shown on the most recently issued Declarations Page or Renewal Notice.
- b. The renewal premium for this policy will be based upon the rates in effect, the coverages carried, the applicable limits, deductibles, and other elements that affect the premium that apply at the time of renewal.
- c. When *we* receive notice that the location of principal garaging of the vehicle described on the Declarations Page has been changed, *we* have the right to recalculate the premium based on the coverages and rates applicable in the new location. When the change of location is from one state to another and *you* are a risk still acceptable to *us* at the time *you* notify *us* of the change, *we* will replace this policy with the policy form currently in use in the new state of garaging. The word "state" means one of the United States of America, the District of Columbia, or a province of Canada.
- d. The premium for this policy may vary based upon:

- (1) the purchase of other products or services from the *State Farm Companies*;
- (2) the purchase of products or services from an organization that has entered into an agreement or contract with the *State Farm Companies*. The *State Farm Companies* do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization; or
- (3) an agreement, concerning the insurance provided by this policy, that the *State Farm Companies* has with an organization of which *you* are a member, employee, subscriber, licensee, or franchisee.

6. **Renewal**

We agree to renew this policy for the next policy period upon payment of the renewal premium when due, unless *we* mail or deliver a nonrenewal notice or a cancellation notice as set forth in 7. and 8. below.

7. **Nonrenewal**

If *we* decide not to renew this policy, then *we* will mail or deliver a nonrenewal notice to the most recent policy address that *we* have on record for the named insured who is shown on the Declarations Page. The notice will be mailed so that it is received at least 30 days before the end of the current policy period. A post-office certificate of mailing to the named insured at the last known address is conclusive proof of receipt of notice on the 3rd calendar day after mailing.

8. **Cancellation**

a. **How You May Cancel**

You may cancel this policy by providing to *us* advance notice of the date cancellation is effective. *We* may confirm the cancellation in writing.

b. How and When We May Cancel

We may cancel this policy by mailing or delivering a written notice to the most recent policy address that *we* have on record for the named insured who is shown on the Declarations Page. The notice will provide the date cancellation is effective. A post-office certificate of mailing to the named insured at the last known address is conclusive proof of receipt of notice on the 3rd calendar day after mailing.

- (1) The notice will be mailed or delivered so that it is received at least 10 days before the cancellation effective date.
- (2) Unless *you* receive a notice of cancellation within 59 days of the policy effective date, *we* will not cancel *your* policy before the end of the current policy period except for:
 - (a) nonpayment of premium;
 - (b) fraud or material misrepresentation made by *you* or with *your* knowledge in obtaining the policy, continuing

the policy, or in presenting a claim under the policy;

- (c) substantial change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including, but not limited to an increase in exposure due to rules, legislation, or court decision;
- (d) failure to comply with reasonable loss control recommendations; or
- (e) substantial breach of contractual duties, conditions, or warranties.

c. Return of Unearned Premium

If either *you* or *we* cancel this policy, the earned premium will be computed using the following **Seasonal Premium Adjustment Tables**. Any unearned premium may be returned within a reasonable time after cancellation. Delay in the return of any unearned premium does not affect the cancellation date.

Seasonal Premium Adjustment Tables

The percentage of the annual premium that is earned, subject to a minimum premium, for each period for which coverage is provided is as follows:

1. Snowmobiles and Cutters, Sleds and Trailers Insured on the Same Policy as a Snowmobile:

Period of Coverage	Percent of Annual Premium Earned	Period of Coverage	Percent of Annual Premium Earned
January	25	July	2
February	20	August	2
March	8	September	2
April	8	October	6
May	2	November	8
June	2	December	15

2. **All Others:**

Period of Coverage	Percent of Annual Premium Earned	Period of Coverage	Percent of Annual Premium Earned
January	2	July	16
February	2	August	16
March	4	September	12
April	8	October	8
May	12	November	2
June	16	December	2

Earned Premium for periods less than one month will be calculated on a pro-rata basis using the above tables.

9. **Assignment**

No assignment of benefits or other transfer of rights is binding upon **us** unless approved by **us**.

10. **Bankruptcy or Insolvency of the Insured**

Bankruptcy or insolvency of the **insured** or his or her estate will not relieve **us** of **our** obligations under this policy.

11. **Concealment or Fraud**

There is no coverage under this policy if **you** or any other **person** insured under this policy has made false statements with the intent to conceal or misrepresent any material fact or circumstance in connection with any claim under this policy.

12. **Our Right to Recover Our Payments**

a. Under Medical Payments Coverage when an **insured's** awarded or settled damages exceed \$20,000:

(1) **Subrogation**

If **we** are obligated under this policy make payment to or for an **insured** or organization who has a legal right to collect from another **person** or organization, then **we** will be subrogated to that right to the extent of **our** payment. **Our** subrogation right is subject to subtraction to account for the pro rata share of that **insured's** attorney fees incurred in obtaining the recovery of **our** payment from the

responsible party. The **insured** or organization to or for whom **we** make payment must help **us** recover **our** payment by:

- (a) providing **us** written approval for **us** to recover **our** payment;
- (b) doing nothing to impair that legal right;
- (c) executing any documents **we** may need to assert that legal right; and
- (d) taking legal action through **our** representatives when **we** ask.

(2) **Reimbursement**

If **we** make payment under this policy and the **insured** or organization to or for whom **we** make payment recovers or has recovered from another **person** or organization, then the **person** or organization to or for whom **we** make payment must:

- (a) provide **us** written approval for **us** to recover **our** payment;
- (b) hold in trust for **us** the proceeds of any recovery; and
- (c) reimburse **us** to the extent of **our** payment.

b. Under all other coverages the following apply:

(1) **Subrogation**

If *we* are obligated under this policy to make payment to or for a *person* or organization who has a legal right to collect from another *person* or organization, then *we* will be subrogated to that right to the extent of *our* payment.

The *person* or organization to or for whom *we* make payment must help *us* recover *our* payments by:

- (a) doing nothing to impair that legal right;
- (b) executing any documents *we* may need to assert that legal right; and
- (c) taking legal action through *our* representatives when *we* ask.

(2) **Reimbursement**

If *we* make payment under this policy and the *person* or organization to or for whom *we* make payment recovers or has recovered from another *person* or organization, then the *person* or organization to or for whom *we* make payment must:

- (a) hold in trust for *us* the proceeds of any recovery; and
- (b) reimburse *us* to the extent of *our* payment.

13. **Legal Action Against Us**

Legal action may not be brought against *us* until there has been full compliance with all the provisions of this policy. In addition, legal action may only be brought against *us* regarding:

- a. Liability Coverage after the amount of damages an *insured* is legally liable to pay has been finally determined by:

(1) judgment after an actual trial, and any appeals of that judgment if any appeals are taken; or

(2) agreement between the claimant and *us*.

b. Medical Payments Coverage if the legal action relating to this coverage is brought against *us* within four years immediately following the date of the accident.

c. Uninsured Motor Vehicle Coverage if the *insured* or that *insured's* legal representative within two years immediately following the date of the accident:

(1) presents an Uninsured Motor Vehicle Coverage claim to *us*; and

(2) files a lawsuit in accordance with the **Deciding Fault and Amount** provision of the Uninsured Motor Vehicle Coverage.

Except as provided in c.(2) above, no other legal action may be brought against *us* relating to Uninsured Motor Vehicle Coverage for any other causes of action that arise out of or are related to Uninsured Motor Vehicle Coverage until there has been full compliance with the provisions titled **Consent to Settlement and Deciding Fault and Amount**.

d. Physical Damage Coverage if the legal action relating to this coverage is brought against *us* within one year immediately following the date of the accident or *loss*.

14. **Choice of Law**

Without regard to choice of law rules, the law of the state of:

- a. Maine will control, except as provided in b. below, in the event of any disagreement as to the interpretation and application of any provision in this policy; and

b. Illinois will control in the event of any disagreement as to the interpretation and application of this policy's:

affiliate of the State Farm Mutual Automobile Insurance Company.

(1) Mutual Conditions provision found on the most recently issued Declarations Page, if this policy was issued by the State Farm Mutual Automobile Insurance Company; or

(2) Participating Policy provision found on the most recently issued Declarations Page, if this policy was issued by any subsidiary or

15. Severability

If any provision of this policy is held invalid or unenforceable by a court that has jurisdiction, then:

- a. such provision will remain in full force to the extent not held invalid or unenforceable; and
- b. all other provisions of this policy will remain valid and enforceable.

