

# OUTDOORSY RECREATIONAL VEHICLE (RV)

## PHYSICAL DAMAGE INSURANCE



### **Policy P04648 2017**

**Policy Period:** From: 23<sup>rd</sup> March 2017 To: 23<sup>rd</sup> March 2018

**Coverages:** USD 250,000 Any One Vehicle. USD 5,000,000  
Any One Loss

**Territories:** USA, Canada, Hawaii, Puerto Rico and other US  
territories

### **INSURANCE AGREEMENT**

1. In consideration of the premium paid herein the Underwriters hereby agree to indemnify the Insured against direct and accidental loss of or damage to the Recreational Vehicles specified in the Schedule herein, whilst in the insured's care, custody or control, during the Period of Insurance specified in the Schedule, while such Recreational Vehicles are within the United States of America, the Virgin Islands and Puerto Rico and Canada.
2. This Insurance covers only such and so many of the Perils named in the Schedule as are indicated by a specific premium set thereunder. The Limit of the Underwriters' Liability in respect of each of such Perils is the amount insured stated in the Schedule or the actual cash value of the Recreational Vehicle concerned at the time of loss, whichever is the less.

PROVIDED ALWAYS THAT Underwriters' Liability shall not exceed:

- (a) the limit stated in Part B of the Schedule in respect of any Recreational Vehicle

- (b) the limit stated in Part B of the Schedule in respect of any one event, catastrophe or terminal loss.

## DEFINITIONS

1. DEFINITION OF RECREATIONAL VEHICLE. The word "Recreational Vehicle" wherever used herein shall mean each motor home, campervan, recreational vehicle or trailer described in this Insurance, including its equipment and other equipment permanently attached thereto. The terms of this Insurance and the Limits of Liability, including any deductible provisions, shall apply to each Recreational Vehicle separately.
2. DEFINITION OF PERILS.

### SECTION A. COLLISION OR UPSET.

This Section covers loss of or damage to a Recreational Vehicle caused by accidental collision of the Recreational Vehicle with another object, or by upset, provided always that the deductible specified in the Schedule shall be deducted from the amount of each and every loss or damage to each Recreational Vehicle.

### SECTION B. COMPREHENSIVE COVERAGE EXCEPT BY COLLISION OR UPSET.

This Section covers loss of or damage to the Recreational Vehicle except loss or damage caused by collision of the Recreational Vehicle with another object or by upset of the Recreational Vehicle or by collision of the Recreational Vehicle with a Recreational Vehicle to which it is attached. **Breakage of glass and loss or damage caused by missiles, falling objects, fire, theft, explosion, earthquake, windstorm, hail, water, flood, vandalism, riot or civil commotion shall not be deemed loss caused by collision or upset.**

## EXCLUSIONS

**This Insurance does not cover:**

1. loss of or damage to any radio transmitting or receiving set and tape recorders unless permanently attached to an Insured Recreational Vehicle, radio tubes in any event, robes, wearing apparel, personal effects, interiors or other property of the Insured or of others carried in or upon the Recreational Vehicle;
2. loss of or damage to tires unless damaged by fire or stolen or unless lost or damaged in an accidental collision or upset which also caused other damage to the Insured Recreational Vehicle;
3. loss or damage arising from nuclear reaction, nuclear radiation or radioactive contamination;
4. loss of or damage to any Recreational Vehicle
  - (i) while used for any purposes other than those specified in the Schedule,
  - (ii) while operated, maintained or used by any person in violation of State Law as to age or by any person under the age of eighteen years (18) in any event,
  - (iii) while operated, maintained or used in any race or speed contest,
  - (iv) while operated for the purpose of chasing natural weather phenomena
  - (v) while used for livery purposes or to carry passengers for a consideration, express or implied, unless specifically agreed herein,
  - (vii) while the Recreational Vehicle is used in connection with any illicit trade or transportation,
  - (viii) while the Recreational Vehicle is being used for the transport of goods or cargo for a consideration,
  - (ix) which is due and confined to wear and tear, freezing, mechanical or electrical breakdown or failure, unless such damage is the result of other losses covered by this Insurance:
5. Any costs associated with cleaning a Recreational Vehicle, before or after a rental, unless cleaning costs arise from an insured peril.
6. under Section B
  - (a) loss or damage caused by any person or persons in the Insured's household or in the Insured's service or employment, whether the loss or damage occurs during the hours of such service or employment or not,

- (b) loss suffered by the Insured as the result of voluntarily parting with title or possession, whether or not induced so to do by any fraudulent scheme, trick, device or false pretense,
- (c) the theft, robbery or pilferage of tools or repair equipment except in conjunction with the theft of an entire Recreational Vehicle,
- (d) the wrongful conversion, embezzlement or secretion by a mortgagee, vendee, lessee or other person in lawful possession of the insured property under a mortgage, conditional sale, lease or other contract or agreement, whether written or verbal.

## **CONDITIONS**

1. **LIMITATION OF USE.** It is understood and agreed that the regular and frequent use of the vehicles covered hereunder is and will be confined during the Period of this Insurance to the territory within the radius of miles stated in the Schedule of the place of principal garaging of such vehicles; that is, regular or frequent trips will NOT be made during the Period of this Insurance to any location beyond such radius of the place of principal garaging of such vehicle.
2. **NOTICE TO UNDERWRITERS.** Upon the occurrence of any accident claimed to be covered under this Insurance, the Insured's or someone on his behalf shall give, as soon as reasonably possible, written notice thereof to the Underwriters and in the event of theft, larceny, robbery or pilferage or vandalism to the police, but shall not, except at his own cost, offer or pay any reward for recovery of the vehicle. Such notice shall contain particulars sufficient to identify the Insured Recreational Vehicle(s).
3. **INSPECTION OF LOSS OR DAMAGE.** In the event of any loss or damage covered hereunder, the Insured shall give the Underwriters a reasonable time and opportunity to examine the Insured Recreational Vehicle before any repairs are begun or any physical evidence of damage removed.
4. **PROOF OF LOSS.** Within thirty (30) days after loss or damage, unless such time is extended in writing by the Underwriters, the Insured shall forward to the Underwriters a statement, signed and sworn to by the Insured, stating the place, time and cause of the loss or damage, the interest of the Insured and of all others in the property, the sound value thereof and the amount of loss or damage thereto, all encumbrances thereon and all other insurance, whether valid and collectable or not, covering said property. The Insured, as often as required, shall submit to examination under oath by any person designated by the Underwriters and subscribe the same. As often as required, the Insured shall produce for examination all books of accounts, bills, invoices, service records and other vouchers, or certified copies thereof if the originals are lost, at such reasonable place as may be designated by the Underwriters, and shall permit extracts and copies thereof to be made.

5. PAYMENT OF LOSS. The loss shall in no event become payable, as per the requirement of local state code/law applicable after the verified proof of loss herein required shall have been received by the Underwriters and, if appraisal is demanded after an award has been made by the appraisers.

Loss, if any, shall be payable as interest may appear to the Insured and to the person or persons specified in the Schedule for the purpose.

In the event of total loss, Outdoorsy will pay up to \$20.00 per day for relocating a renter with a maximum of \$600.00

6. PARTIAL LOSS. In the event of partial loss or damage under this Insurance, the Underwriters shall be liable only for the actual cost of (and shall have the option of) repairing, rebuilding or, if necessary, replacing the parts damaged or destroyed.

In the event of loss of or damage to the Recreational Vehicles described herein, whether such loss or damage is covered by this Insurance or not the liability of the Underwriters shall be reduced by the amount of loss or damage until repairs have been completed.

7. ABANDONMENT - RETURN OF STOLEN PROPERTY. It shall be optional with the Underwriters to take all or any part of the property at the agreed or appraised value, but there can be no abandonment thereof to the Underwriters. If theft is covered hereunder and stolen property is recovered prior to any payment hereunder for such property, the Insured shall take back the recovered property if so required by the Underwriters, who will only be liable, subject to the terms, limits and conditions of this Insurance, for any damage done to such property by the thief or thieves.
8. PROTECTION OF SALVAGE. In the event of any loss or damage, whether covered hereunder or not, the Insured shall protect the property from other or further loss or damage, and any such other or further loss or damage due directly or indirectly to the Insured's failure to protect shall not be recoverable hereunder. Any such act of the Insured or the Underwriters in recovering, saving and preserving the property described herein, shall be considered as done for the benefit of all concerned and without prejudice to the rights of either party, and where the loss or damage suffered constitutes a claim hereunder, then all reasonable expenses thus incurred shall also constitute a claim hereunder, provided, however, that the Underwriters shall not be responsible for the payment of any reward offered for the recovery of the insured property unless authorized by the Underwriters.
9. OTHER INSURANCE. If the Insured carries a policy of another insurer against a loss covered hereby, the Insured shall not be entitled to recover from the Underwriters a larger proportion of the entire loss than the amount hereby insured bears to the total amount of valid and collectible insurance, and if any person, firm or corporation other than the Insured has valid and collectible insurance against any loss covered hereby then no such person, firm or corporation shall be considered as an Insured hereunder.
10. APPRAISAL. In case the Insured and Underwriters shall fail to agree as to the amount of loss or damage each shall on the written demand of either, select a competent and

disinterested appraiser. Before entering upon the reference, the appraisers shall first select a competent and disinterested umpire, and failing for fifteen (15) days to agree upon such umpire, then on the request of the Insured or the Underwriters such umpire shall be selected by a judge of a court of record in the County and State in which the appraisal is pending. The appraisers shall then appraise the loss or damage, stating separately the sound value and loss or damage; and failing to agree, shall submit their differences only to the umpire. The award in writing of any two, when filed with the Underwriters, shall determine the amount of sound value and loss or damage. Each appraiser shall be paid by the party selecting him and the expenses of the appraisal and of the umpire shall be paid by the parties equally.

11. **ASSIGNMENT OF INTEREST.** If a Recreational Vehicle, to which this Insurance applies, is sold, transferred or assigned, the insurance provided herein shall not extend to such purchaser, transferee or assignee. In the event of death of the Insured during the Period of Insurance this Insurance shall continue in force for the benefit of the legal representative of the Insured for sixty (60) days from Noon on the date of such death, but in no event, shall the Period of this Insurance thereby be extended.
12. **SUBROGATION.** If the Underwriters become liable for any payment under this Insurance in respect of a loss, the Underwriters shall be subrogated, to the extent of such payment, to all the rights and remedies of the Insured against any party in respect of such loss and shall be entitled at their own expense to sue in the name of the Insured. The Insured shall give to the Underwriters all such assistance in his power as the Underwriters may require to secure their rights and remedies and, at Underwriters' request, shall execute all documents necessary to enable Underwriters effectively to bring suit in the name of the Insured, including the execution and delivery of the customary form of loan receipt.
13. **CANCELLATION.** This Insurance may be cancelled by the Insured at any time by written notice. If this Insurance shall be cancelled by the Company, the Insured will have no claim against the Underwriter or the Company on risk per the monthly reports.
14. **MISREPRESENTATION AND FRAUD.** If the Insured has concealed or misrepresented any material fact or circumstance concerning this Insurance, or if the Insured shall make any claim knowing the same to be false or fraudulent, as regards to amount or otherwise, this Insurance shall become void and all claims hereunder shall be forfeited and vehicle owner's listing will be permanently barred from the site.

## DMV Condition

It is a requirement of this policy in respect of all drivers that the Insured shall obtain Motor Vehicle Records from reliable sources prior to the rental.

Each rental must be operated by a driver who at inception of this policy or at the date of rental, whichever is the later:

- i) is aged between 25 to 70 years - anyone over 70 to be submitted to Underwriters for approval with MVR details and general health information
- ii) Valid Full Driver's License
- iii) Pass the Driver Motor Vehicle (DMV) check
- iv) A failure is any one of the following categories in the past 12 months:  
Driving Under Influence (DUI) or  
Driving While Influence (DWI) or  
Suspended License or  
2 speeding tickets over 20 mph above the speed limit or  
2 negligent collisions or  
2 distracted driver or cell phone related violations
- v) International renters must pass the same standards. International renters must provide an International Drivers Permit (IDP)
- vi) All other terms and conditions remain unchanged.

## **SALVAGE**

It is a Condition of this Insurance that in the event of loss or damage covered hereunder, the Underwriters may, at their option, pay the amount stated under the Limit of Liability in the Schedule or the actual cash value (whichever is the lesser amount), less any applicable deductible, and such payment shall entitle the Underwriters to all salvage resulting after such loss or damage.

It is agreed that the Insured shall have first refusal of the bid for salvage.