



American Modern Home Insurance Company

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(077)

*New Business* 10-01-06  
*Renewal Business* 11-01-06



*Leisure Guard Motor Home &  
Holiday Traveler Travel Trailer Guidelines*

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American Modern Insurance Group

New York

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# NEW YORK GUIDELINES

## SUBMITTING THE RISK

The guidelines on the following pages are provided to assist in evaluating each risk as you receive it. Please keep in mind that sound underwriting applies to each individual situation. Therefore, on occasion a risk may be deemed unacceptable by American Modern Insurance Group (hereafter referred to as "The Company") even though it is not expressly prohibited in this guide.

## BINDING PROCEDURES

All applications (and Selection/Rejection forms if applicable) must be completed and received by The Company no later than 14 business days after the effective date of the policy. Coverage is bound as of the time and date the application is signed and dated by a Named Insured, the authorized agent, and deposit is received. All signatures must be dated prior to or on the inception date of the policy.

Binding authority is subject to the limitations shown in this guide. Please refer to your agency contract for further details on your binding authority.

## TEMPORARY SUSPENSION OF WRITINGS

During periods of severe weather, please do not accept any applications for new coverage, requests to increase coverage limits, or requests to lower deductibles on existing policies. Impending severe weather includes, but is not limited to: tornado, flood, hurricane or tropical storm warnings and/or watches. Renewals of expiring policies may be written, provided there is no increase in coverage or lapse between policies.

**IMPENDING SEVERE WEATHER - BINDING RESTRICTIONS AND PROCEDURES: FOR UPDATES, CALL (800) 543-2644 EXT. 3700**

## PAYMENT PLAN OPTIONS AND FEES

<b><u>1-PAY</u></b> PAID IN FULL	<b><u>4-PAY*</u></b> 25% Down with 3 additional installments. Installments will be due at day 65, 155 and 245.	<b><u>EZPay*<sup>1</sup></u></b> (Electronic Funds Transfer) 2 months down with 10 additional installments automatically deducted from a checking/savings account.	<b><u>CREDIT CARD<sup>2</sup></u></b> Credit cards may be used.
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\* Payment options may include a service fee.

<sup>1</sup> For EFT, submit authorization form # 00220-08-G with a voided check or withdrawal slip. The customer may select the dates of automatic withdrawal.

<sup>2</sup> MasterCard®, Visa®, Discover®, and American Express® are accepted. Indicate card type, charge amount, card number, and expiration date.

## GENERAL UNDERWRITING RULES

1. **Policy Term-** Policies must be written for a term of 12 months.
2. **Minimum Premium-** The Minimum Premium and Earned Premium is \$50.00 for Motor Home. The Minimum Premium and Earned Premium is \$50.00 for Travel Trailer.
3. **ID Cards-** The Company will issue an ID Card with each policy to give the insured easy access to the policy number and important contact information.
4. **Cancellation Provision-** Refunded premium due to cancellation will be calculated pro rata, subject to any applicable Minimum Premium.
5. **Mandatory Coverage-** Motor Homes must always carry Liability Coverage. Travel Trailers must always carry both OTC and Collision Coverage. Collision Coverage is only available in combination with OTC Coverage on all units. The Company's rates are designed to reflect the insured's infrequent and seasonal use, so as a rule we do not allow the Liability, OTC, or Collision Coverage to be removed anytime within the policy term.

## OPERATOR ELIGIBILITY

1. **General Operator Eligibility Rules**
  - a. All operators must be identified on the application, regardless of the amount of use.
  - b. Spouse must be listed on the application and can not be excluded.
  - c. The Principal Operator will be determined by the amount of use.
  - d. The Principal Operator must be 26 years of age, and hold a valid U.S. driver's license.
  - e. The name of a company, corporation, association or organization can not be a Named Operator.
  - f. Policy may not be written with more than two owners.
2. **Ineligible Operators**
  - a. Any operator requiring an SR-22 (proof of financial responsibility).
  - b. Any operator that has forfeited property due to foreclosure or repossession within the past 7 years.
  - c. Any operator that has declared bankruptcy, received a tax lien or judgment within the past 7 years.
  - d. Any operator who is an entertainer, athlete, celebrity, traveling minister, evangelist, circus/carnival worker, political figure or is otherwise nationally known.
  - e. Any operator who has had more than 3 cancellations for non-payment, and/or has been uninsured for more than 10 days consecutively, and/or has been cancelled by The Company for any reason.
  - f. Any operator who has been charged within the last 10 years with, convicted of or plead no contest to any felony violations.
3. **Experience Period/Driving Record**
  - a. Experience Period: 3 years (36 continuous months) preceding the effective date of the policy.
  - b. Operators must meet the following eligibility requirements within the experience period:
    - (1) No convictions for any Major Violation.
    - (2) No more than 2 convictions for any Minor Violations within the past 12 months per operator.
    - (3) No more than 2 at-fault accidents.
    - (4) No more than 3 minor violations in the past 36 months.
  - c. At-Fault Accidents  
An occurrence is considered At-Fault if:
    - (1) It resulted in Bodily Injury or Death.
    - (2) Total damage to all property was in excess of \$500.Except those occurring under the following circumstances:
    - (1) Any accident where a lawfully parked unit rolls from the parked position will be charged to the person who parked the vehicle.
    - (2) Any accident where an insured unit is struck from behind by another vehicle and the applicant or other resident operator has **not** been convicted of a moving traffic violation in connection with this accident.
    - (3) Any accident where the operator of the other vehicle involved in the accident was convicted of a moving traffic violation and the applicant or resident operator was **not** convicted of a moving traffic violation in connection with the accident.
    - (4) Any accident where the unit operated by the applicant or any resident operator is the victim of a "hit-and-run" if the applicant or resident operator reports the accident to the proper authority within 24 hours.
    - (5) Any accident where damage was caused by contact with animals or fowl.
    - (6) Any accident where damage is caused by flying gravel, missiles, or falling objects.
    - (7) Any accident where an insured vehicle is used in response to an emergency, if the operator of the vehicle at the time of the accident was a paid or was a volunteer member of any police or fire department, first aid squad, or any law enforcement agency. This exception does **not** include an accident occurring after the vehicle ceases to be used in response to such emergency.

4. **Violation Definitions**

a. Minor Violation - Any conviction not listed under Major Violations or At-Fault Accidents.

b. Major Violation - Conviction of any of the following:

- (1) Operating a motor vehicle while intoxicated or impaired by the consumption of alcohol or use of a drug (within the meaning of section one thousand one hundred ninety-two of the vehicle and traffic law); or
- (2) Leaving the scene of an accident without stopping to report, or
- (3) Homicide or assault arising out of the operation of a motor vehicle or criminal negligence in the use of operation of a motor vehicle resulting in the injury or death of a person, or
- (4) Use or operation of a motor vehicle directly or indirectly in the commission of a felony; or
- (5) Operating a motor vehicle at an excessive rate of speed where an injury to person actually results therefrom, or
- (6) Driving a motor vehicle at an excessive rate of speed where an injury to person actually results therefrom, or
- (7) Driving a motor vehicle in a reckless manner where an injury to person actually results therefrom, or
- (8) Filing or attempting to file a false or fraudulent automobile insurance claim, or knowingly aiding or abetting in the filing or attempted filing of any such claim, or
- (9) Operating a motor vehicle in a race or speed test, or
- (10) Knowingly permitting or authorizing an unlicensed driver to operate a motor vehicle insured under the policy, or
- (11) Operating a motor vehicle insured under the policy without a valid license or registration in effect, except when the person convicted has possessed a valid license or registration which had expired and was subsequently renewed, or during a period of revocation or suspension thereof, or in violation of the limitations applicable to a license issued pursuant to article twenty-one or article twenty-one-a of the vehicle and traffic law.

c. At Fault Accident – Any of the following:

Accidents occurring during the experience period resulting in:

- (1) Bodily injury or death; or
- (2) Total damage to all property including his or her own in excess of \$1,000 if an accident occurred on or after August 1, 1991. A surcharge is made for both an accident and a conviction that results from the same occurrence, if the conviction is other than the first.
- (3) If two or more accidents occurred during the experience period but were under the limits shown above, surcharge for one accident applies.

Exceptions:

- (1) No surcharge is assigned for accidents incurred by an operator demonstrated to be a named insured or a principal operator of an auto insured under a separate policy; and
- (2) No surcharge is assigned for accidents occurring under the following circumstances:
  - (a) Vehicle lawfully parked; or
  - (b) Applicant, owner or other resident operator involved in an accident, or the insurer
    - i. Is reimbursed by or on behalf of a person involved in the accident; or
    - ii. Has judgement against such person, equal to 33 1/3% or more of the value of the insured's property damage claim. For the purposes of this rule, the value of the property damage claim is defined as the lesser of the adverse carrier's or the insured's estimate; or
  - (c) Any accident where the insured is struck by another vehicle and the applicant or resident operator was not convicted of a moving traffic violation in connection with the accident; or
  - (d) Any accident where the unit operated by the applicant or any resident operator is the victim of a "hit-and-run", if the applicant or resident operator reports the accident to the proper authority within 24 hours; or
  - (e) Any accident caused by collision with a bird or animal; or
  - (f) Accidents involving Physical damage, limited to and caused by flying missiles or falling objects; or
  - (g) Accidents occurring when using vehicle in the performance of his/her duty if the operator of the vehicle at the time of accident (a) was paid or volunteer member of any policy or fire department, first aid squad, or any law enforcement agency, or (b) performing any other governmental function on a public emergency.
  - (h) Accident results in payments under Personal Injury Protection or Additional Personal Injury Protection and applicant or other operator residing in the same household is not at fault; or
  - (i) Accident occurred while the applicant or other resident operator operates a vehicle for hire or a motor vehicle other than a private passenger auto, and the accident occurs in the course of employment and did not result in a conviction of a moving traffic violation: or

- (j) Claims for which the operator is not at fault. The establishment of a reserve shall not in itself imply that the operator was at fault; or
- (k) An accident which occurred when the operator at the time of the accident was an employee operating a motor vehicle used for business purposes in the course of employment and in the discharge of the employee's duties at the time of the accident.
  - i. This surcharge exception does not apply if the accident is determined to have been caused by the intentional action or gross negligence of the insured.
  - ii. For purposes of this rule only, the term "gross negligence" shall not mean the insured's failure to refuse to drive or operate a vehicle which has a defective condition that is known to the insured, provided the insured has reported such defective condition to the insured's immediate supervisor or employer.

## UNIT ELIGIBILITY

### 1. Definition of Unit Classifications

- a. **Motor Home-** A recreational vehicle (RV) that is built on, or is an integral part of, a self-propelled motor vehicle chassis. Unit must include a kitchen, sleeping and bathroom facilities.
  - (1) **Class A:** A Motor Home entirely constructed on a specially designed motor vehicle chassis and is commonly referred to as a conventional or custom unit (Approximate size: 21 to 40 feet).
  - (2) **Class B:** A Motor Home originally constructed as a cargo van that has been customized to include temporary sleeping, eating, and bathroom facilities (Approximate size: 16 to 21 feet).
  - (3) **Class C:** A Motor Home originally constructed on a van frame (chassis) with an additional living section located above the front outboard cab (Approximate size: 20 to 28 feet).
  - (4) **Heavy/Medium-Duty Tow:** A Motor Home that is used to tow a Fifth-Wheel Travel Trailer that is also insured by The Company.
- b. **Travel Trailer-** A non-self-propelled RV with wheels designed to be used as a piece of camping equipment, pulled by, or attached to a motor vehicle. Unit must include living quarters, and provide cooking, eating, sleeping and bathroom facilities (kitchen and bathroom facilities can be waived for Truck-Mount and Pop-Up Travel Trailers).
  - (1) **Conventional:** A Travel Trailer designed to be towed by a car, van, or pick-up truck with a bumper or frame hitch (Approximate Size: 12 to 35 feet).
  - (2) **Pop-Up:** A Travel Trailer with sides that collapse, and is designed to be towed by a car, van, or pick-up truck with a bumper or frame hitch (Approximate Size: 15 to 23 feet).
  - (3) **Fifth-Wheel:** A Travel Trailer designed to be affixed and towed by a vehicle that is equipped with a special hitch affixed to the bed of a tow vehicle (Approximate Size: 21 to 40 feet).
  - (4) **Truck-Mount:** A Travel Trailer designed to be affixed to the bed of a pick-up truck (Approximate Size: 18 to 21 feet).

### 2. Unit Underwriting- Any unit that fits one or more of the following descriptions must be submitted to the Underwriting Department prior to binding coverage:

- a. Any Motor Home with a total value exceeding \$200,000 and any Travel Trailer with a total value exceeding \$80,000.
- b. Any unit over 20 years of age will require at least 2 photos showing the front, back and both sides of the unit.
- c. Any unit with any incidental and/or Light Business exposure.
- d. Any unit with existing and/or non-repaired physical damage will require at least 2 photos showing the front, back and both sides of the unit.
- e. The manufacturer of any insured unit must be listed in a RV appraisal guide such as those published by N.A.D.A. and Kelley Blue Book®.
- f. Any Motor Home manufactured by Chevrolet, Dodge, Ford or GMAC (even if the title states this is the make/model) must be submitted with at least 2 photos showing the front, back and both sides of the unit.
- g. Any Travel Trailer used for hauling animals. The Company will only provide OTC and Collision Coverage for such units.

### 3. Ineligible Risks - The following units should not be written because they are ineligible:

- a. Any unit for sale or on consignment at the time of application.
- b. Any unit leased or owned by a corporation, including an association.
- c. Any unit used for commercial or business purposes other than incidental and/or Light Business exposure.
- d. Any unit that is, or could be considered a 'Manufactured Conversion Van.'
- e. Any unit that does not fit the definition of a Motor Home or Travel Trailer.
- f. Any unit registered or garaged outside of the United States.
- g. Any unit that is, or could be considered a non-professional (Motor Home) conversion of a school or public transit bus, step van, pick-up truck or delivery vehicle.

- h. Any unit that is, or could be considered a Freightliner-type of tow vehicle used to tow anything other than a Travel Trailer.
- i. Any unit parked on a commercial site (this includes a construction site).
- j. Any unit that is parked or stored in an apartment complex parking lot.
- k. Any unit that is, or could be considered a 'Heavy-Duty Tow' vehicle, except those with a semi-type front (e.g. Freightliner). **EXCEPTION:** This can only be written if The Company insures both the Travel Trailer and the Freightliner towing vehicle that is listed in N.A.D.A.
- l. Any unit used to commute to and from work or school.
- m. Any Travel Trailer that is not moved more than 2 times per year.
- n. Any Travel Trailer that has permanently attached utilities, porches, skirting or other structures.
- o. Any Motor Home conversion unit that has been converted by a known manufacturer such as, Prevost/ Marathon, Neopolitan, or Wanderlodge.

## OPTIONAL COVERAGES

1. **Replacement Cost-** This coverage can only be purchased for Travel Trailers of the current or prior model year subject to the following requirements:
  - a. Other Than Collision (OTC) and Collision Coverage are required.
  - b. The Rating Base must be equal to the purchase price or within 85% of the Suggested List price, whichever is greater using N.A.D.A. as a guide.
2. **Agreed Value-** This coverage can only be purchased subject to the following requirements:
  - a. Other Than Collision (OTC) and Collision Coverages are required.
  - b. The Rating Base must be equal to the purchase price of the unit.
  - c. Adequate documentation of the purchase price of the unit must be maintained in agency files, and made available to The Company upon request.
3. **Emergency Expense-** This coverage is available for temporary housing, travel expenses, and transportation of the insured unit if it is damaged while more than 50 miles away from garage location.
4. **Actual Cash Value (ACV) Personal Effects-** This coverage is only available subject to the following requirements:
  - a. This coverage can only be used for personal items used in connection with the insured unit.
  - b. This coverage is only available for units with Other Than Collision and Collision Coverages.
  - c. The Other Than Collision deductible applies.
5. **Replacement Cost Personal Effects-** This coverage is only available subject to the following requirements:
  - a. This coverage is only available for personal effects.
  - b. This coverage is only available for units with ACV Personal Effects Coverage.
  - c. ACV Personal Effects Coverage limits must match Replacement Cost Personal Coverage limits.
6. **Accidental Death & Dismemberment (AD&D)-** AD&D Coverage limits are available up to a maximum of \$20,000 for loss of life or limb dismemberment while occupying an insured Motor Home or Travel Trailer, according to the schedule on the Accidental Death and Dismemberment Coverage form.
7. **Full Timer Coverage-** This endorsement broadens the Liability Coverage (similar to the Comprehensive Personal Liability Coverage in a Homeowner's Policy) afforded by the policy for those who live in their unit more than 6 months per year. This coverage is not available if Vacation Liability is purchased.
8. **Vacation Liability Coverage-** This endorsement broadens the Liability Coverage afforded by the policy for those who live in their unit less than 6 months per year. This coverage is not available for any operator fitting the description of a Full Timer.
9. **Outstanding Principal Loan Balance Protection-** This coverage is available to compensate for the difference between the outstanding loan balance and the ACV of the unit. This coverage is only available for units of the current or prior model year.
10. **Trailer-** The Company will provide \$2,000 in Physical Damage Coverage to any trailer used to pull behind a Motor Home. Additional coverage may be purchased for an additional premium
11. **Full Coverage Window Glass-** This endorsement provides coverage for the cost of repairing or replacing damaged safety glass. This coverage is only available to Motor Homes subject to the following requirements:
  - a. The Declarations indicate that the Other Than Collision Coverage applies; and
  - b. A specific premium charge for Full Coverage Window Glass is shown in the declarations.

## DISCOUNTS

All eligible discounts will be assigned, but the adequate documentation must be provided for discount eligibility. The documentation must accompany the application or the discount(s) will be removed until such documentation is submitted and approved.

1. **Anti-Theft Device Discounts (Maximum Anti-Theft Discount of 15% applies)**
  - a. **15% Passive Disabling Device-** This discount is available to any **Motor Home** that has a device that disables the vehicle by making the fuel, ignition, or starting system inoperable. A disabling device is categorized as passive if a separate manual step is not required to engage the device.
  - b. **5% Vehicle Identification Number (VIN) Etching-** This discount is available to any **Motor Home/Travel Trailer** that has the VIN etched into the vehicle's windows and/or body parts.
  - c. **5% Alarm Only Device-** This discount is available to any **Motor Home/Travel Trailer** that is equipped with a device that sounds an alarm which can be heard at a distance of at least 300 feet for a minimum of three minutes.
  - d. **5% Active Disabling Device-** This discount is available to any **Motor Home** that is equipped with a automatic device that disables the vehicle by making the fuel, ignition or starting system inoperable.
  - e. **15% Vehicle Recovery-** This discount is available to any **Motor Home** with Other Than Collision Coverage when a vehicle recovery system is an operational anti-theft and recovery device consisting of an electronic homing device used in conjunction with a participating police agency and using a radio frequency network allocated by the Federal Communications Commission. When activated, the electronic homing device allows law enforcement agencies to track the stolen vehicle.
2. **10% Loss Free Discount-** This discount is available to any **Motor Home/Travel Trailer** (This discount is not available for New Business).
3. **10 % Accident Prevention Course Discount -** This discount applies to any **Motor Home**, provided:
  - a. The principal operator of the vehicle presents a completion certificate dated within the last 36 months certifying that he/she has successfully completed any driver improvement course approved by the Department of Motor Vehicles as being eligible for this discount.
  - b. This discount shall be effective upon issuance of a course completion certificate to the insured and shall be calculated from the date of course completion.Exceptions:
  - (1) If the insured presents the course completion certificate to the insurer within 45 days prior to the renewal of the policy the insurer shall commence the discount on the first day of the new policy period.
  - (2) If the insured does not present the course completion certificate to the insurer within 90 days after completion of the course, the insurer shall apply the premium discount from the date the insured presented the course completion certificate instead of from the date of course completion.
  - c. The discount shall apply for a 3 year period from the date the discount is first applied.
  - d. A discount applied during a policy period shall be prorated over the term of the policy.
4. **7% Anti-Lock Brakes Discount-** This discount is available to any **Motor Home** that is equipped with a factory installed four wheel Anti-Lock Braking System (ABS).
5. **Passive Restraint Discount-** This discount is available to any **Motor Home** equipped with factory installed automatic restraints which comply with Federal Crash Protection requirements, subject to the following.
  - a) A 30% discount is afforded when the restraints are installed in both front outboard seat positions.
  - b) A 20% discount is afforded when the restraint is installed in the driver's side only position.

## SURCHARGES

1. **Driving Record Surcharges**
  - a. Violations/Accidents will be surcharged as follows:

(1) 1 Minor Violation = 0%	(5) 2 At-Fault Accidents = 50%
(2) 2 Minor Violations = 0%	(6) 3 At-Fault Accidents = 110%
(3) 3 or more Minor Violations = 20%	(7) 4 At-Fault Accidents = 170%
(4) 1 At-Fault Accident = 0%	(8) Major Violation (Each Occurrence) = 90%
2. **50% Joint Owner Surcharge**

This surcharge will apply to any Motor Home/Travel Trailer owned by two or more individuals residing in separate households.
3. **50% Light Business Use Surcharge**

This surcharge will apply to any personal business that is self owned and operated with no employees and the

unit is driven less than 12,000 miles annually and has no exposure from the public being in or on the Motor Home or Travel Trailer.

4. **100% Heavy Business Use Surcharge**

This surcharge will apply to any personal business that is self owned and operated with no employees and the unit is driven less than 20,000 miles annually and/or has limited exposure from the public being in or on the Motor Home or Travel Trailer.

5. **100% Personal Rental Surcharge**

a. This surcharge will apply to any Motor Home/Travel Trailer individually owned, rented or loaned only to family or close personal friends, subject to the following requirements:

1. The unit can not be rented not more than 3 times in a year and/or more than 15 days at a time.
2. The unit can not be advertised for rent.

6. **65% Youthful Operator Surcharge**

This surcharge will apply to any operator under 26 years of age.

7. **10% New Owner Operator Surcharge**

This surcharge will apply to any operator who has owned and driven a Motor Home/Travel Trailer for less than 12 months within the U.S.

8. **50% Primary Residence/Full Timer Surcharge**

This surcharge will apply to any Motor Home/Travel Trailer used 6 months or more per year.

9. **20% Inexperienced Operator Surcharge**

This surcharge will apply to any operator with less than 3 years driving experience.

# HOW TO REACH US WHEN YOU NEED US

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## **TO CALL WITH AN UNDERWRITING QUESTION:**

Please call your Motor Home & Travel Trailer Underwriter at: **1-800-444-0002**

8:00 a.m. - 5:00 p.m. Eastern

or

**Email: [RV\\_Underwriting@amig.com](mailto:RV_Underwriting@amig.com)**

## **TO REPORT A CLAIM OR REACH OUR CUSTOMER CARE SERVICES DEPARTMENT:**

Please **call**: 1-800-543-2644

**Fax**: 1-800-217-5150

or **Report Claims Online:**

**<http://www.amig.com>**

choose "Claims"

select "File a Claim"

select the "Recreational Vehicle" form

**New Loss Notices** may be sent to:

**American Modern Insurance Group, Inc.**

Attn: Claims Department

P.O. Box 5323

Cincinnati, Ohio 45201-5323

## **TO ORDER BROCHURES:**

**E-mail:**

[supply@amig.com](mailto:supply@amig.com)

or **Fax:**

1-513-947-4050

## **TO OBTAIN SUPPLIES:**

**modernLINK@:** [www.amig.com](http://www.amig.com)

modernLINK is available Monday through Friday 7 a.m. - 12 a.m. Eastern  
Saturday and Sunday 8 a.m. - 9 p.m.

For assistance contact your modernLINK Profile Administrator located within your office  
or contact American Modern's Agency Services Support Team at 1-866-527-9583.

**Normal Business hours 8 a.m. to 6 p.m. Eastern, Monday - Friday.**

Calls received Monday - Friday 6 p.m. - 9 p.m., weekends and holidays 8 a.m. - 9 p.m., will be  
answered by voice mail, and a member of Agency Services Support will return the call within one hour.

When ordering, please refer to the form number at the lower left-hand corner of this page.



**AMERICAN MODERN HOME  
INSURANCE COMPANY**

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**EXECUTIVE OFFICE  
POST OFFICE BOX 5323  
CINCINNATI, OHIO 45201-5323  
1-800-543-2644**

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