

# Motor Home Policy

AU149-1

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## Allstate Insurance Company

### The Company Named in the Policy Declarations

A Stock Company - Home Office: Northbrook, Illinois

## General

This policy is a legal contract between **you** and **us**. A coverage applies only when a premium for it is shown on the Policy Declarations. If more than one **auto** is insured, premiums will be shown for each **auto**. If **you** pay the premiums when due and comply with the policy terms, **Allstate**, relying on the information **you** have given **us**, makes the following agreements with **you**.

## When And Where The Policy Applies

**Your** policy applies only during the policy period. During this time, it applies to losses to the **auto**, accidents, and occurrences within the United States of America, its territories or possessions, or Canada, or between their ports. The policy period is shown on the Policy Declarations.

## Insurance Coverage In Mexico

Auto accidents in Mexico are subject to the laws of Mexico—NOT the United States of America. In the Republic of Mexico, an auto accident can be considered a CRIMINAL OFFENSE as well as a civil matter.

In some cases, the coverage under this policy may NOT be recognized by Mexican authorities and **we** may not be allowed to provide any insurance coverage at all in Mexico. For **your** protection **you** should seriously consider purchasing **auto** coverage from a licensed Mexican insurance company before driving into Mexico.

However, when possible, coverage will be afforded for those coverages for which a premium is shown on the Policy Declarations for an insured **auto** while that **auto** is within 75 miles of the United States border and only for a period not to exceed ten days after each separate entry into the Republic of Mexico.

If loss or damage occurs which may require repair of the insured **auto** or replacement of any part(s) while the **auto** is in Mexico, the basis for adjustment of the claim will be as follows: any amount payable resulting from any loss or damage occurring in the Republic of Mexico shall be payable in the United States of America. **We** will not be liable for more than the cost of having the repairs or replacement parts made at the nearest point in the United States where the repairs or replacements can be made. The costs for towing, transportation and salvage operations of the **auto** while within Mexico are not covered under this policy.

## Premium Changes

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

Changes which result in a premium adjustment are contained in **our** rules. These include, but are not limited to:

1. **autos** insured by the policy, including changes in use.
2. drivers residing in **your** household, their ages or marital status.
3. coverages or coverage limits.
4. rating territory.
5. discount eligibility.

Any calculation or adjustment of **your** premium will be made using the rules, rates, and forms in effect, and on file if required, for **our** use in **your** state.

## Coverage Changes

When **Allstate** broadens a coverage during the policy period without additional charge, **you** have the new feature if **you** have the coverage to which it applies. The new feature applies on the date the coverage change is effective in **your** state. Otherwise, the policy can be changed only by endorsement. Any change in your coverage will be made using the rules, rates, and forms in effect, and on file if required, for **our** use in **your** state.

## Duty To Report Policy Changes

**Your** policy was issued in reliance on the information **you** provided concerning **autos** and persons insured by the policy. To properly insure **your auto**, **you** should promptly notify **us** when **you** change **your** address or whenever any **resident** operators insured by **your** policy are added or deleted.

**You** must notify **us** within 30 days when **you** acquire an additional or replacement **auto**. If **you** don't, certain coverages of this policy may not apply.

## Combining Limits Of Two Or More Autos Prohibited

The limits of liability applicable to any one **auto** shown on the Policy Declarations will not be combined with or added to the limits of liability applicable to any other **auto** shown on the Policy Declarations or covered by the policy, even though a separate premium is charged for each of those **autos**, regardless of the number of:

1. vehicles or persons shown on the Policy Declarations;
2. vehicles involved in the accident;
3. persons seeking damages as a result of the accident; or
4. insured persons from whom damages are sought.

If two or more **autos** are shown on the Policy Declarations and one of these **autos** is involved in the accident, the limits of liability shown on the Policy Declarations for the involved **auto** will apply. If none of the **autos** shown on the Policy Declarations is involved in a covered accident involving an insured **auto**, the highest limits of liability shown on the Policy Declarations for any one **auto** will apply.

## Transfer

This policy can't be transferred to anyone without **our** written consent. However, if **you** die, coverage will be provided until the end of the policy period for:

1. **your** legal representative while acting as such, and
2. persons covered on the date of **your** death.

## Non-Renewal

If **we** don't intend to continue the policy beyond the current policy period, **we** will mail **you** notice at least 30 days before the end of the policy period.

## Cancellation

**You** may cancel this policy by writing and notifying **us** of the future date **you** wish to stop coverage.

**Allstate** may cancel part or all of this policy by mailing notice to **you** at **your** last known address. If **we** cancel because **you** didn't pay the premium, the date of cancellation will be at least 10 days after the date of mailing. If **we** cancel for any other reason, and the notice is mailed to **you** within the first 59 days of the policy period, the date of cancellation will be at least 10 days after the date of mailing. Otherwise, **we** will give **you** 20 days notice.

Proof of mailing shall be by affidavit of the person so mailing to the last known address of the insured, except that cancellation under paragraph 2. or 5. herein shall be affidavit of delivery by the person so making that delivery, or by U.S. Mails return receipt requested. Any refund, if due, will be proportional to the time **your** policy has been in effect. Cancellation will be effective even if the refund is not made immediately.

After **your** policy has been in effect 59 days, **Allstate** won't cancel or reduce **your** coverage during the policy period unless:

1. **you** don't pay the premium when it's due;
2. **you** or any other operator who either resides in **your** household or customarily operates the insured **auto** has had a driver's license or motor vehicle registration suspended or revoked during the policy period;
3. the policy was obtained by material misrepresentations, omissions, concealment of facts and incorrect statements which are either:
  - a) fraudulent; or
  - b) material to the acceptance of the risk or hazard assumed; or
  - c) **Allstate**, in good faith, would not have issued the policy as is;
4. **Allstate** has mailed notice within the first 59 days that **we** don't intend to continue the policy; or
5. for any other reason determined appropriate by the insurance commissioner after a hearing.

## Conditional Reinstatement

If **we** mail a cancellation notice because **you** did not pay the required premium when due and **you** then tender payment by check, draft, or other remittance which is not honored upon presentation, **your** policy will terminate on the date and time shown on the cancellation notice and any notice **we** issue which waives the cancellation or reinstates coverage is void. This means that **Allstate** will not be liable under this policy for claims or damages after the date and time indicated on the cancellation notice.

## What Law Will Apply

This policy is issued in accordance with the laws of Wyoming and covers property or risks principally located in Wyoming. Subject to the following

paragraph, any and all claims or disputes in any way related to this policy shall be governed by the laws of Wyoming.

If a covered loss to the **auto**, a covered **auto** accident, or any other occurrence for which coverage applies under this policy happens outside Wyoming, claims or disputes regarding that covered loss to the **auto**, covered **auto** accident, or other covered occurrence may be governed by the laws of the jurisdiction in which that covered loss to the **auto**, covered **auto** accident, or other covered occurrence happened, only if the laws of that jurisdiction would apply in the absence of a contractual choice of law provision such as this.

## Where Lawsuits May Be Brought

Subject to the following two paragraphs, any and all lawsuits in any way related to this policy shall be brought, heard, and decided only in a state or federal court located in Wyoming. Any and all lawsuits against persons not parties to this policy but involved in the sale, administration, performance, or alleged breach of this policy or involved in any other way with this policy, shall be brought, heard, and decided only in a state or federal court located in Wyoming, provided that such persons are subject to or consent to suit in the courts specified in this paragraph.

If a covered loss to the **auto**, a covered **auto** accident, or any other occurrence for which coverage applies under this policy happens outside Wyoming, lawsuits regarding that covered loss to the **auto**, covered **auto** accident, or other covered occurrence may also be brought in the judicial district where that covered loss to the **auto**, covered **auto** accident, or other covered occurrence happened. Nothing in this provision, **Where Lawsuits May Be Brought**, shall impair any party's right to remove a state court lawsuit to a federal court.

## Part I—Automobile Liability Insurance

### Bodily Injury—Coverage AA

### Property Damage—Coverage BB

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## Insuring Agreement

**Allstate** will pay those damages an insured person is legally obligated to pay because of:

1. **bodily injury** sustained by any person; and
2. damage to or destruction of property.

Under these coverages, **your** policy protects an insured person from liability for damages arising out of the ownership, maintenance or use, loading or unloading of an insured **auto**.

**We** will defend an insured person sued as the result of a covered **auto** accident, even if the suit is groundless, false, or fraudulent. **We** will choose the counsel. **We** may settle any claim or suit if **we** believe it is proper. **We** will not defend an insured person sued for damages which are not covered by this policy. The tender of policy limits before judgment or settlement does not relieve **us** of **our** duty to defend. **We** will not pay any punitive or exemplary damages.

### Additional Payments Allstate Will Make

When **we** defend an insured person under this part, **we** will pay:

1. up to \$50 a day for loss of wages or salary if **we** ask that person to attend hearings or trials to defend against a bodily injury suit. **We** won't pay for loss of other income. **We** will pay other reasonable expenses incurred at **our** request.
2. court costs for defense.
3. interest accruing on damages awarded. **We** will pay this interest only until **we** have paid, offered, or deposited in court the amount for which **we** are liable under this policy. **We** will only pay interest on damages not exceeding **our** limits of liability.
4. premiums on appeal bonds and on bonds to release attachments, but not in excess of **our** limit of liability. **We** aren't required to apply for or furnish these bonds.

**We** will repay an insured person for:

1. the cost of any bail bonds required due to an accident or traffic law violation involving the use of the insured **auto**. **We** won't pay more than \$300 per bond. **We** aren't required to apply for or furnish these bonds.
2. any expense incurred for first aid to others at the time of an **auto** accident involving the insured **auto**.

### Insured Persons

1. While using **your** insured **auto**:
  - a) **you**,
  - b) any **resident**, and
  - c) any other person using it with **your** permission.
2. While using a non-owned **auto**:
  - a) **you**, and
  - b) any **resident** relative using a private passenger **auto** or **utility auto**.
3. Any other person or organization liable for the use of an insured **auto** provided:
  - a) the **auto** is not owned or hired by the person or organization, and
  - b) the use is by an insured person as defined under 1. or 2. above.

### Insured Autos

1. Any **auto** described on the Policy Declarations. This includes the four-wheel private passenger **auto** or **utility auto** **you** replace it with.
2. An additional four-wheel private passenger **auto** or **utility auto** **you** become the owner of during the policy period. This **auto** will be covered if **we** insure all other private passenger **autos** or **utility autos** **you** own. **You** must, however, tell **us** within 30 days of acquiring the **auto**. **You** must pay any additional premium. Coverage will not continue after 30 days if **we** are not notified of the additional **auto**.
3. A substitute four-wheel private passenger **auto** or **utility auto**, not owned by **you** or a **resident**, being temporarily used with the permission

of the owner while **your** insured **auto** is being serviced or repaired or if **your** insured **auto** is stolen or destroyed.

4. A non-owned **auto** used by **you** or a **resident** relative with the owner's permission. This **auto** must not be available or furnished for the regular use of an insured person.
5. A trailer while attached to an insured **auto**. The trailer must be designed for use with a private passenger **auto** or **utility auto**. This trailer can't be used for business purposes with other than a private passenger **auto** or **utility auto**.

### Definitions

1. **Allstate, We, Us or Our**—means the company shown on the Policy Declarations of the policy.
2. **Auto**—means a land motor vehicle with at least four wheels designed for use on public roads.
3. **Bodily Injury**—means bodily injury, sickness, disease, or death.
4. **Resident**—means a person who physically resides in **your** household with the intention of continuing residence there. **Your** unmarried dependent children while temporarily away from home will be considered residents if they intend to resume residing in **your** household.
5. **Utility Auto**—means an **auto** of the pick-up body, sedan delivery, or panel truck type. This **auto** must have a gross vehicle weight of 10,000 pounds or less, according to manufacturer's specifications.
6. **You or Your**—means the policyholder named on the Policy Declarations and that policyholder's resident spouse.

### Exclusions—What Is Not Covered

**Allstate** will not pay for any damages an insured person is legally obligated to pay because of:

1. **bodily injury** or property damage arising out of the use of **your** insured **auto** while used to carry persons or property for a charge, or any **auto** an insured person is driving while available for hire by the public.

This exclusion does not apply to:

- a) shared-expense car pools.
- b) the occasional rental of **your** insured motor home or travel-trailer to others for personal use if a rental premium is shown on the Policy Declarations for this coverage.
2. **bodily injury** or property damage arising out of **auto** business operations such as repairing, servicing, testing, washing, parking, storing, or selling of **autos**. However, coverage does apply to **you**, **resident** relatives, partners, or employees of the partnership of **you** or a **resident** relative when using **your** insured **auto**.
3. **bodily injury** or property damage arising out of the use of a non-owned **auto** in any business or occupation of an insured person. However, this exclusion does not apply while **you**, **your** chauffeur, or domestic servant are using a private passenger **auto** or trailer.

4. **bodily injury** to an employee of any insured person arising in the course of employment. This exclusion does not apply to **your** domestic employee who is not required to be covered by a workers' compensation law or similar law.
5. **bodily injury** to a co-worker injured in the course of employment. This exclusion does not apply to **you**.
6. **bodily injury** or property damage which may reasonably be expected to result from the intentional or criminal acts of an insured person or which are in fact intended by an insured person.
7. **bodily injury** to any person who is related by blood, marriage, or adoption to an insured against whom claim is made if such person resides in the same household as such insured. This exclusion applies only to the extent that the limits of liability of Coverage AA exceed the limits of liability required by the Wyoming Motor Vehicle Safety Responsibility Act.
8. damage to or destruction of property an insured person owns, transports, is in charge of, or rents. However, a private residence or a garage rented by that person is covered.
9. **bodily injury** or property damage which would also be covered under a nuclear energy liability insurance. This applies even if the limits of that insurance are exhausted.
10. **bodily injury** or property damage arising out of the participation in any prearranged, organized, or spontaneous:
  - a) racing contest;
  - b) speed contest; or
  - c) use of an **auto** at a track or course designed or used for racing or high performance driving,
 or in practice or preparation for any contest or use of this type.

This exclusion applies only to the extent that the limits of liability of Coverage AA exceed the limits of liability required by the Wyoming Motor Vehicle Safety-Responsibility Act.

### Financial Responsibility

When this policy is certified as proof under any motor vehicle financial responsibility law, the insurance under this part will comply with the provisions of that law.

### Limits Of Liability

The limits shown on the Policy Declarations are the maximum **we** will pay for any single accident involving an insured **auto**. The limit stated for each person for **bodily injury** is our total limit of liability for damages because of **bodily injury** sustained by one person in any single accident involving an insured auto, including damages sustained by anyone else as a result of that **bodily injury**. Subject to the limit for each person, the limit stated for each occurrence is **our** total limit of liability for damages for **bodily injury** sustained by two or more persons in any single accident involving an insured **auto**. For property damage, the limit stated for each occurrence is **our** total limit of liability for property damage sustained in any single accident involving an insured **auto**.

The liability limits apply to each insured **auto** as shown on the Policy Declarations. The insuring of more than one person or **auto** under this policy will not increase **our** liability limits beyond the amount shown for any one **auto**, even though a separate premium is charged for each **auto**. The limits also won't be increased if **you** have other **auto** insurance policies that apply.

There will be no duplication of payments made under the **Automobile Liability Insurance—Bodily Injury** and **Uninsured Motorists Insurance** coverages of this policy.

An **auto** and attached trailer are considered one **auto**. Also, an **auto** and a mounted camper unit, topper, cap, or canopy are considered one **auto**.

### If There Is Other Insurance

If an insured person is using a substitute private passenger **auto** or non-owned **auto**, **our** liability insurance will be excess over other collectible insurance. If more than one policy applies on a primary basis to an accident involving **your** insured **auto**, **we** will bear **our** proportionate share with other collectible liability insurance.

If more than one policy applies on an excess basis, **we** will bear **our** proportionate share with other collectible excess liability insurance.

### Assistance And Cooperation

When **we** ask, an insured person must cooperate with **us** in the investigation, settlement, and defense of any claim or lawsuit. If **we** ask, that person must also help **us** obtain payment from anyone who may be jointly responsible.

**We** can't be obligated if an insured person voluntarily takes any action or makes any payments other than for covered expenses for bail bonds or first aid to others.

### Action Against Allstate

No insured person may sue **us** under this coverage unless there is full compliance with all the policy terms.

If liability has been determined by judgment after trial or by written agreement among the insured, the other person, and **us**, then whoever obtains this judgment or agreement against an insured person may sue **us** up to the limits of this policy. However, no one has the right to join **us** in a suit to determine legal responsibility.

### Bankruptcy Or Insolvency

The bankruptcy or insolvency of an insured person or that person's estate won't relieve **us** of any obligation.

### Additional Interested Parties

If one or more additional interested parties are listed on the Policy Declarations, the Automobile Liability Insurance coverages of this policy will apply to the parties as insureds.

**We** will provide 10 days written notice to the additional interested party if **we** cancel or make any change to this policy which adversely affects that party's interest. **Our** notice will be considered properly given if mailed to the address shown on the Policy Declarations.

The naming of an additional interested party does not increase that party's rights to recovery under this policy, nor does it impose an obligation for the payment of premiums under this policy.

### What To Do In Case Of An Auto Accident Or Claim

If an insured person has an **auto** accident, **we** must be informed promptly of all details. If an insured person is sued as the result of an **auto** accident, **we** must be informed immediately.

## Part II—Automobile Medical Payments—Coverage CC

### Insuring Agreement

**Allstate** will pay to or on behalf of an insured person all reasonable expenses actually incurred by the insured person for necessary medical treatment, services, or products actually provided to the insured person. Payments will be made only when the **bodily injury** is caused by an **auto** accident. Ambulance, hospital, medical, surgical, x-ray, dental, orthopedic and prosthetic devices, professional nursing services, pharmaceuticals, eyeglasses, hearing aids, and funeral service expenses are covered.

The treatment, services, or products must be rendered within one year from the date of the accident. This will be extended to five years if the amount of insurance shown on the Policy Declarations for this coverage is more than \$5,000.

This coverage does not apply to any person to the extent that the treatment is covered under any workers' compensation law.

### Insured Persons

1. **You** and any **resident** relative who sustains **bodily injury** while in, on, getting into or out of an auto or trailer, or when struck as a pedestrian by a **motor vehicle** or trailer. The use of a non-owned **auto** must be with the owner's permission.
2. Any other person sustaining **bodily injury** while in, on, getting into or out of:
  - a) **your** insured **auto** while being used by **you**, a **resident** relative, or any other person with **your** permission.
  - b) a non-owned **auto** if the injury results from **your** operation or occupancy.
  - c) a non-owned **auto** if the injury results from the operation on **your** behalf by **your** private chauffeur or domestic servant.
  - d) a non-owned private passenger **auto** or trailer if the injury results from the operation or occupancy by a **resident** relative.

The use of non-owned **autos** must be with the owner's permission.

### Insured Autos

1. Any **auto** described on the Policy Declarations. This includes the four-wheel private passenger **auto** or **utility auto you** replace it with.
2. An additional four-wheel private passenger **auto** or **utility auto you** become the owner of during the policy period. This **auto** will be covered

if **we** insure all other private passenger **autos** or **utility autos you** own. **You** must, however, tell **us** within 30 days of acquiring the **auto**. **You** must pay any additional premium. Coverage will not continue after 30 days if **we** are not notified of the additional **auto**.

3. A substitute four-wheel private passenger **auto** or **utility auto**, not owned by **you** or a **resident**, temporarily used with the permission of the owner while **your** insured **auto** is being serviced or repaired, or if **your** insured **auto** is stolen or destroyed.
4. A non-owned private passenger **auto** used with the owner's permission. This **auto** must not be available or furnished for the regular use of an insured person.
5. A trailer while attached to an insured **auto**. The trailer must be designed for use with a private passenger **auto** or **utility auto**. This trailer can't be used for business purposes with other than a private passenger **auto** or **utility auto**.

### Definitions

1. **Allstate, We, Us or Our**—means the company shown on the Policy Declarations of the policy.
2. **Auto**—means a land motor vehicle designed for use on public roads.
3. **Bodily Injury**—means bodily injury, sickness, disease or death.
4. **Resident**—means a person who physically resides in **your** household with the intention of continuing residing there. **Your** unmarried dependent children while temporarily away from home will be considered residents if they intend to resume residing in **your** household.
5. **Utility Auto**—means an **auto** of the pick-up body, sedan delivery or panel truck type. This **auto** must have a gross vehicle weight of 10,000 pounds or less, according to manufacturer's specifications.
6. **You or Your**—means the policyholder named on the Policy Declarations and that policyholder's **resident** spouse.

### Exclusions—What Is Not Covered

This coverage does not apply to **bodily injury** to:

1. **you** or a **resident** relative while in, on, getting into or out of an **auto you** or a **resident** relative own but do not insure for this coverage.
2. **you** or a **resident** relative while in, on, getting into or out of, or struck as a pedestrian by:
  - a) a vehicle operated on rails or crawler-treads, or
  - b) a vehicle or other equipment designed for use off public roads, while not on public roads.
3. any person while in, on, getting into or out of:
  - a) an owned **auto** while available for hire to the public. This exclusion does not apply to shared-expense car pools.
  - b) an **auto** or trailer while used as a residence or premises.
4. any person, other than **you** or a **resident** relative, while using a non-owned **auto**:

- a) which is available for hire by the public; or
  - b) in **auto** business operations such as repairing, servicing, testing, washing, parking, storing or selling of **autos**; or
  - c) in any other business or occupation. Coverage is provided for **you** or **your** private chauffeur or domestic servant while using a private passenger **auto** or trailer in any other business or occupation.
5. any person resulting from any act of war, insurrection, rebellion, or revolution.
6. any person arising out of the participation in any prearranged, organized, or spontaneous:
- a) racing contest;
  - b) speed contest; or
  - c) use of an **auto** at a track or course designed or used for racing or high performance driving,
- or in practice or preparation for any contest or use of this type.

### Limits Of Liability

The limit shown on the Policy Declarations is the maximum **we** will pay for all expenses incurred by or for each person as the result of any one **auto** accident.

The medical payments limit applies to each insured **auto** as shown on the Policy Declarations. The insuring of more than one person or **auto** under this policy won't increase **our** limit beyond the amount shown for any one **auto**, even though a separate premium is charged for each **auto**. The limit also won't be increased if **you** have other **auto** insurance policies that apply.

If an insured person dies as the result of a covered **auto** accident, **we** will pay the lesser of the following as a funeral service expenses benefit:

1. \$2,000; or
2. the Coverage CC limit of liability stated on the Policy Declarations; or
3. the remaining portion of the Coverage CC limit of liability not expended for other covered medical expenses.

This funeral service expenses benefit does not increase, and will not be paid in addition to, the limits of liability stated on the Policy Declarations for Coverage CC. This benefit is payable to the deceased insured person's spouse if a **resident** of the same household at the time of the accident. However, if the deceased is a minor, the benefit is payable to any parent who is a **resident** of the same household at the time of the accident. In all other cases, the benefit is payable to the deceased insured person's estate.

There will be no duplication of payments made under the Automobile Liability Insurance—Bodily Injury and Automobile Medical Payments coverages of this policy. All payments made to or on behalf of any person under this coverage will be considered as advance payments to that person. The damages payable under the Automobile Liability Insurance—Bodily Injury coverage of this policy will be reduced by that amount.

### Unreasonable Or Unnecessary Medical Expenses

If the insured person incurs medical expenses which are unreasonable or unnecessary, **we** may refuse to pay for those medical expenses and contest

them. Unreasonable medical expenses are fees for medical services which are substantially higher than the usual and customary charges for those services. Unnecessary medical expenses are fees for medical services which are not usually and customarily performed for treatment of the injury, including fees for an excessive number, amount, or duration of medical services.

If the insured person is sued by a medical services provider because **we** refuse to pay contested medical expenses, **we** will pay defense costs and any resulting judgment against the insured person. **We** will choose the counsel. The insured person must cooperate with **us** in the defense of any claim or lawsuit. If **we** ask the insured person to attend hearings or trials, **we** will pay up to \$50 per day for loss of wages or salary. **We** will also pay other reasonable expenses incurred at **our** request.

### If There Is Other Insurance

When this coverage applies to a substitute **auto** or non-owned **auto**, **Allstate** will pay only after all other collectible **auto** medical insurance has been exhausted.

When this coverage applies to a replacement **auto** or additional **auto**, this policy will not apply if **you** have other collectible **auto** medical insurance.

When this coverage applies to an owned **auto** insured by an affiliate of **Allstate** or any other insurer; **Allstate** will pay only after all other collectible **auto** medical insurance has been exhausted.

### Assistance And Cooperation

When **we** ask, an insured person must cooperate with **us** in the investigation, settlement and defense of any claim or lawsuit. If **we** ask, that person must also help **us** obtain payment from anyone who may be jointly responsible. **We** can't be obligated if an insured person voluntarily takes any action or makes any payments other than for covered expenses for first aid to others.

### Action Against Allstate

No one may sue **us** under this coverage unless there is full compliance with all the policy terms.

### Subrogation Rights

When **we** pay, an insured person's rights of recovery from anyone else become **ours** up to the amount **we** have paid. However, **our** right of recovery only applies if the insured person has been fully compensated for the loss. The insured person must protect these rights and help **us** enforce them.

### Proof Of Claim; Medical Reports

As soon as possible, any person making claim must give **us** written proof of claim. It must include all details **we** may need to determine the amounts payable. **We** may also require any person making claim to submit to questioning under oath and sign the transcript.

The injured person may be required to take medical examinations by physicians **we** choose, as often as **we** reasonably require. **We** must be given authorization to obtain medical reports and other records pertinent to the claim.

## Part III—Automobile Death Indemnity Insurance—Coverage CM

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### Insuring Agreement

**Allstate** will pay the benefit shown on the Policy Declarations if an insured person dies as a direct result of **bodily injury** caused by an **auto** accident. The injury must be sustained while the insured person is in, on, getting into or out of, or when struck as a pedestrian by an **auto** trailer or semi-trailer.

Benefits will be paid only if:

1. death occurs within 90 days of the **auto** accident; or
2. death occurs within 1 year of the **auto** accident and the **bodily injury** has continuously prevented the insured from performing every duty pertaining to that person's occupation.

### Insured Persons

The person or persons shown as insured on the Policy Declarations under Coverage CM.

### Definitions

1. **Allstate, We, or Us**—means the company as indicated on the Policy Declarations of the policy.
2. **Auto**—means a land motor vehicle with at least four wheel designed for use on public roads.
3. **Bodily Injury**—means bodily injury, sickness, or disease.

### Exclusions—What Is Not Covered

This coverage does not apply to death:

1. sustained in the course of an occupation by any person while:
  - a) operating, loading, unloading, assisting on, or performing any other duties related to the use of a commercial **auto**, or an **auto** hired or rented to others for a charge.
  - b) repairing or servicing **autos**, including any related duties.
2. due to suicide committed while sane or insane.
3. due to any act of war, insurrection, rebellion, or revolution.
4. sustained while in, on, getting into or out of, or when struck as a pedestrian by:
  - a) a vehicle operated on rails or crawler-treads; or
  - b) a vehicle or other equipment designed for use off public roads, while not on public roads; or
  - c) a vehicle while used as a residence or premises.
5. to any person arising out of the participation in any prearranged, organized, or spontaneous:
  - a) racing contest;
  - b) speed contest; or
  - c) use of an **auto** at a track or course designed or used for racing or high performance driving, or in practice or preparation for any contest or use of this type.

### Payments Of Benefits: Autopsy

The benefit is payable to the deceased insured person's spouse. The spouse must be a resident of the same household as the insured person at the time of the accident. However, if the deceased is a minor, the benefit is payable to either parent. That parent must be a resident of the same household as the minor at the time of the accident. In all other cases, the benefit is payable to the deceased insured person's estate.

**Allstate** has the right and must be given the opportunity to make an autopsy where it is not prohibited by law.

### Consent Of Beneficiary

The beneficiary's consent is not required for cancellation, assignment, change of beneficiary, or any other change under this coverage.

### Proof Of Claim; Medical Reports

As soon as possible, **we** must be given written proof of claim. It must include all details **we** may need to determine if benefits are payable. **We** must be given authorization to obtain medical reports and copies of records.

## Part IV—Automobile Disability Income Protection—Coverage CW

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### Insuring Agreement

**Allstate** will pay the weekly benefit shown on the Policy Declarations if an insured person sustains continuous total disability as a direct result of **bodily injury**, caused by an **auto** accident. The injury must be sustained while in, on, getting into or out of, or when struck as a pedestrian by an **auto**, trailer or semi-trailer.

Benefits will be paid only while the insured person is alive and only if the disability:

1. commences within 20 days of the date of the accident; and
2. during the first year after commencement, continuously prevents the insured person from performing all duties pertaining to that person's occupation; and
3. during the second and subsequent years after commencement, continuously prevents the insured person from engaging in any occupation or employment for wage or profit.

### Insured Persons

The person or persons shown as insured on the Policy Declarations under Coverage CW.

### Definitions

1. **Allstate, We, or Us**—means the company as indicated on the Policy Declarations of the policy.
2. **Auto**—means a land motor vehicle with at least four wheels designed for use on public roads.
3. **Bodily Injury**—means bodily injury, sickness, or death.

## Exclusions—What Is Not Covered

This coverage does not apply to disability:

1. sustained in the course of an occupation by any person while:
  - a) operating, loading, unloading, assisting on, or performing any other duties related to the use of a commercial **auto** or an **auto** hired or rented to others for a charge.
  - b) repairing or servicing **autos**, including any related duties.
2. due to any attempt at suicide while sane or insane.
3. due to any act of war, insurrection, rebellion or revolution.
4. sustained while in, on, getting into or out of, or when struck as a pedestrian by:
  - a) a vehicle operated on rails or crawler-treads;
  - b) a vehicle or other equipment designed for use off public roads, while not on public roads, or
  - c) a vehicle when used as a residence or premises.
5. to any person arising out of the participation in any prearranged, organized, or spontaneous:
  - a) racing contest;
  - b) speed contest; or
  - c) use of an **auto** at a track or course designed or used for racing or high performance driving, or in practice or preparation for any contest or use of this type.

## To Whom And When Payment Is Made

Weekly benefits are payable to the disabled insured person. Accrued weekly benefits are payable every four weeks. Any remaining balance is payable at termination of the disability period. Benefits end upon the death of the insured person.

## Proof Of Claim; Medical Reports

As soon as possible, any person making claim must give **us** written proof of claim.

The injured person may be required to take medical examinations by physicians **we** choose, as often as **we** reasonably require. **We** must be given authorization to obtain medical reports and copies of records.

## Part V—Uninsured Motorists Insurance— Coverage SS

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### Insuring Agreement

**We** will pay those damages which an insured person is legally entitled to recover from the owner or operator of an uninsured auto because of **bodily injury** sustained by an insured person. The **bodily injury** must be caused by accident and arise out of the ownership, maintenance, or use of an uninsured auto. **We** will not pay any punitive or exemplary damages.

### Insured Persons

1. **You** and any **resident** relative.

2. Any person while in, on, getting into or out of **your** insured auto with **your** permission.
3. Any other person who is legally entitled to recover because of **bodily injury to you**, a **resident** relative, or an occupant of **your** insured auto with **your** permission.

### An Insured Auto Is:

1. an auto described on the Policy Declarations to which the bodily injury liability coverage of this policy applies. This includes the auto **you** replace it with. However, **you** must notify **us** within 30 days of the replacement auto. **You** must pay any additional premium. Coverage will not continue after 30 days if we are not notified of the replacement auto.
2. an auto **you** become the owner of during the policy period. This additional auto will be covered if **Allstate** insures all other private passenger autos **you** own. **You** must, however, tell **us** within 30 days after **you** acquire the auto. **You** must pay any additional premium. Coverage will not continue if **we** are not notified of the additional auto.
3. an auto not owned by **you** or a **resident** relative, if being temporarily used while **your** insured auto is being serviced or repaired, or if **your** insured auto is stolen or destroyed. The auto must be used with the owner's permission. It must not be furnished or available for **your** or any **resident** relative's regular use.
4. an auto not owned by **you** or a **resident** relative, if being operated by **you** with the owner's permission. The auto must not be furnished or available for **your** or any resident relative's regular use.

A **motor vehicle** made available for public hire by any insured person is not and cannot be an insured auto under this policy.

### An Uninsured Auto Is:

1. a **motor vehicle** which has no bodily injury liability bond or insurance policy in effect at the time of the accident.
2. a **motor vehicle** covered by a bond or insurance policy which doesn't provide at least the minimum financial security requirements of the state in which **your** insured auto is principally garaged.
3. a **motor vehicle** for which the insurer denies coverage, or the insurer becomes insolvent during the policy period.
4. a hit-and-run **motor vehicle** which causes **bodily injury** to an insured person. The identity of either the operator or owner of the hit-and-run **motor vehicle** must be unknown. The accident must be reported within 24 hours after the occurrence of the accident, or as soon thereafter as is practicable under the circumstances, to a police, peace or judicial officer or to the Department of Motor Vehicles in the state where the accident occurred. At the request of **Allstate** the insured or someone on his behalf shall have filed a statement of oath within 30 days after request for the same is made. **We** shall have a right to inspect the insured auto or any **motor vehicle** the insured person was occupying at the time of the accident.

### An Uninsured Auto Is Not:

1. a **motor vehicle** insured for bodily injury liability under Part 1 of this policy;
2. a **motor vehicle** that is lawfully self-insured;
3. a snowmobile, farm tractor, or equipment designed for use principally off public roads, except while actually on public roads;
4. a **motor vehicle** or trailer operated on rails or crawler-treads;
5. a **motor vehicle** when used as a residence or premises. However, a mobile recreational vehicle while being used for normal and ordinary purposes may be considered an uninsured **motor vehicle**.
6. a **motor vehicle** owned by any state, federal or local government or agency where its use is authorized; or
7. a **motor vehicle** owned by or furnished or available for the regular use of **you** or any **resident** relative to the extent that the limits of liability for Uninsured Motorists Insurance exceed the minimum limits for bodily injury liability specified in the Wyoming Motor Vehicle Safety Responsibility Act.

### Definitions

1. **Allstate, We, Us, or Our**—means the company shown on the Policy Declarations of the policy.
2. **Bodily Injury**—means bodily injury, sickness, disease or death.
3. **Motor Vehicle**—means a land motor vehicle or trailer other than
  - a) a vehicle or other equipment designed for use off public roads, while not upon public roads,
  - b) a vehicle operated on rails or crawler-treads, or
  - c) vehicle while used as a residence or premises.
4. **Resident**—means a person who physically resides in **your** household with the intention of continuing residence there. **Your** unmarried dependent children while temporarily away from home will be considered residents if they intend to resume residing in **your** household.
5. **You or Your**—means the policyholder named on the Policy Declarations and that policyholder's **resident** spouse.

### Exclusions—What Is Not Covered

**Allstate** will not pay any damages an insured person is legally entitled to recover because of:

1. **bodily injury** to any person who makes a settlement without providing prior notice to **Allstate**.
2. **bodily injury** sustained while in, on, getting into or out of or when struck as a pedestrian by an uninsured **motor vehicle** which is owned by **you** or a **resident** relative. This exclusion applies only to the extent that the limits of liability for Uninsured Motorists Insurance exceed the minimum limits for bodily injury liability specified in the Wyoming Motor Vehicle Safety Responsibility Act.

3. **bodily injury** sustained while in, on, getting into or out of or while operating a **motor vehicle** which is not an insured auto but is owned by, furnished, or available for the regular use of **you** or a **resident** relative. This exclusion applies only to the extent that the limits of liability for Uninsured Motorists Insurance exceed the minimum limits for bodily injury liability specified in the Wyoming Motor Vehicle Safety Responsibility Act.
4. **bodily injury** if the payment would directly or indirectly benefit any workers' compensation or disability benefits insurer, including a self-insurer.
5. **bodily injury** or property damage arising out of the participation in any prearranged, organized, or spontaneous:
  - a) racing contest;
  - b) speed contest; or
  - c) use of an **auto** at a track or course designed or used for racing or high performance driving,
 or in practice or preparation for any contest or use of this type.

This exclusion applies only to the extent that the limits of liability of Coverage SS exceed the limits of liability required by the Wyoming Motor Vehicle Safety-Responsibility Act.

### Limits Of Liability

The coverage limit shown on the Policy Declarations for:

1. "each person" is the maximum that **we** will pay for damages arising out of **bodily injury** to one person in any one **motor vehicle** accident, including damages sustained by anyone else as a result of that **bodily injury**.
2. "each accident" is the maximum that **we** will pay for damages arising out of **bodily injury** to two or more persons in any one **motor vehicle** accident. This limit is subject to the limit for each person.

These limits are the maximum **Allstate** will pay for any one **motor vehicle** accident regardless of the number of:

1. claims made;
2. vehicles or persons shown on the Policy Declarations; or
3. vehicles involved in the accident.

The Uninsured Motorists Insurance limits apply to each insured auto as shown on the Policy Declarations. This means the insuring of more than one person or auto under this policy will not increase **our** uninsured motorists limit of liability beyond the amount shown for any one auto. Coverage on any auto on this policy may not be stacked or added upon the coverage of any other auto on this policy even though a separate premium is charged for each auto.

Subject to the above limits of liability, damages payable will be reduced by:

- a) all amounts paid by or on behalf of the owner or operator of an uninsured **motor vehicle**, or anyone else responsible.
- b) all sums paid under the Automobile Liability Insurance—Bodily Injury or Automobile Medical Payments coverage of this or any other auto policy,

provided damages do not exceed the Uninsured Motorists Insurance limits shown on the Policy Declarations.

- c) all amounts payable under any workers' compensation law or similar law. This does not apply to the Wyoming Workers' Compensation Act.
- d) all amounts paid by any person or organization legally responsible for the damages.

**We** are not obligated to make any payment for **bodily injury** under this coverage which arises out of an accident involving the use of an uninsured **motor vehicle** until after the limits of liability protection in effect and applicable at the time of the accident have been exhausted by payment of judgments or settlements.

### Non-Duplication Of Benefits

No person will recover duplicate benefits for the same element of loss under this or any other insurance, including approved plans of self-insurance. In addition, no person will receive payments in excess of damages sustained.

### If There Is Other Insurance

If the insured person was in, on, getting into or out of a vehicle which is insured for uninsured motorists coverage under another policy, this coverage will be excess. This means that when the insured person is legally entitled to recover damages in excess of the other policy limits **we** will pay up to **your** policy limit, but only after the other insurance has been exhausted.

If more than one policy applies to the accident on a primary basis, **we** will bear **our** proportionate share with other uninsured motorists benefits. This applies no matter how many autos or auto policies may be involved whether written by **Allstate** or another company.

### Proof Of Claim; Medical Reports

As soon as possible, any person making claim must give **us** written proof of claim. It must include all details **we** may need to determine the amounts payable. **We** may also require any person making claim to submit to questioning under oath and sign the transcript.

The insured person may be required to take medical examinations by physicians **we** choose, as often as **we** reasonably require. **We** must be given authorization to obtain medical reports and copies of records.

### Assistance And Cooperation

**We** may require the insured person to take proper action to preserve all rights to recover damages from anyone responsible for the **bodily injury**.

### Legal Actions

No one may sue **us** under this coverage unless there is full compliance with all policy terms. If, at any time before **we** pay for the loss, an insured person institutes a suit against anyone believed responsible for the accident, **we** must immediately be given a copy of the summons or complaint or other process. If a suit is brought without **our** receiving prior notice, **we** aren't bound by any resulting judgment.

### Trust Agreement

When **we** pay any person under this coverage:

1. **we** are entitled to repayment of amounts paid by **us** and related collection expenses out of the proceeds of any settlement or judgment that person recovers from any responsible party or insurer.
2. all rights of recovery against any responsible party or insurer must be maintained and preserved for **our** benefit.
3. insured persons, if **we** ask, must take proper action in their name to recover damages from any responsible party or insurer. **We** will select the attorney. **We** will pay all related costs and fees.

**We** will not ask the insured person to sue the insured of an insolvent insurer.

### Payment Of Loss By Allstate

Any amount due is payable to the insured person, to the parent or guardian of an injured minor, or to the spouse of any insured person who dies. However, **we** may pay any person lawfully entitled to recover the damages.

### Subrogation Rights

When **we** pay, an insured person's rights of recovery from anyone else become **ours** up to the amount **we** have paid. **You** must protect these rights and help **us** enforce them.

### If We Cannot Agree

If the insured person and **we** don't agree on that person's right to receive any damages or the amount, then upon mutual consent, the disagreement will be settled by arbitration. Arbitration will take place under the rules of the American Arbitration Association.

If either party objects to the use of the rules of the American Arbitration Association, the following alternative method of arbitration will be used. The insured person will select one arbitrator. **We** will select another. The two arbitrators will select a third. If they can't agree on a third arbitrator within 30 days, the judge of the court of record in the county of jurisdiction where arbitration is pending will appoint the third arbitrator. The written decision of any two arbitrators will determine the issues. The insured person will pay the arbitrator that person selects. **We** will pay the one **we** select. The expense of the third arbitrator and all other expenses of arbitration will be shared equally. However, attorney fees and fees paid to medical and other expert witnesses are not considered arbitration expenses. These costs will be paid by the party incurring them.

Regardless of the method of arbitration, any arbitration award will not be binding and will not be entered as a judgment in a proper court, unless the parties agree to be so bound by a separate agreement.

## Part VI—Protection Against Loss To The Auto—Coverages DD, HH, HE, HF, HG, JJ, UU, ZA, ZZ

### Insuring Agreements For Each Coverage

The following coverages apply when indicated on the Policy Declarations. Additional payments, **autos** insured, definitions, exclusions, and other information applicable to all these coverages appear beginning on page 13.

#### Auto Collision Insurance—Coverage DD

**Allstate** will pay for direct and accidental loss to **your** insured **auto** (including insured loss to an attached trailer) from a collision with another object or by upset of that **auto** or trailer. The deductible amount won't be subtracted from the loss payment in collisions involving **your** insured **auto** and another **auto** insured by **us**.

#### Auto Comprehensive Insurance—Coverage HH

**Allstate** will pay for direct and accidental loss to **your** insured **auto** not caused by collision. Coverage includes but is not limited to loss caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, and riot or civil commotion. Glass breakage, whether or not caused by collision, and collision with a bird or animal is covered.

The deductible amount will not be subtracted from the loss payment when the loss is caused by a peril listed under Coverage HE.

By agreement between **you** and **Allstate**, the deductible amount will not be subtracted from a glass breakage loss if the glass is repaired rather than replaced.

#### Auto Fire, Lighting And Transportation Insurance—Coverage HE

**Allstate** will pay for direct and accidental loss to **your** insured **auto** due to:

1. fire or lightning.
2. smoke or smudge due to a sudden, unusual and faulty operation of any fixed heating equipment serving the premises in which the **auto** is located.
3. stranding, sinking, burning, collision or derailment of any conveyance in or upon which the **auto** is being transported on land or on water.

#### Auto Theft Insurance—Coverage HF

**Allstate** will pay for direct and accidental loss to **your** insured **auto** caused by theft or larceny.

#### Allstate Fire, Lightning, Transportation And Theft Insurance—Coverage HG

**Allstate** will pay for direct and accidental loss to **your** insured **auto** caused by any peril listed under Coverages HE or HF above.

#### Towing And Labor Costs—Coverage JJ

**Allstate** will pay costs for labor done at the initial place of disablement of **your** insured **auto**. **We** will also pay for towing made necessary by the

disablement. The total limit of **our** liability for each loss is shown on the Policy Declarations.

#### Rental Reimbursement Coverage—Coverage UU

If **you** have either collision or comprehensive coverage under this policy and the loss involves either coverage, **Allstate** will repay **you** for **your** cost of renting an **auto** from a rental agency or garage. **We** will not pay more than the dollar amount per day shown on the Policy Declarations. **We** won't pay mileage charges.

If **your** insured **auto** is stolen, payment for transportation expenses will be made under the terms of paragraph 3. of **Additional Payments Allstate Will Make**. However, the limits for this coverage will apply if they exceed the limits stated under **Additional Payments Allstate Will Make**.

If **your** insured **auto** is disabled by a collision or comprehensive loss, coverage starts the day of the loss. If the entire insured **auto** is stolen, coverage begins the day **you** report the theft to **us**. If **your** insured **auto** is driveable, coverage starts the day the **auto** is taken to the garage for repairs.

Coverage ends when whichever of the following occurs first:

1. if the **auto** is disabled by a collision or comprehensive loss, completion of repairs or replacement of the **auto**;
2. if the **auto** is stolen, when **we** offer settlement or **your auto** is returned to use; or
3. thirty full days of coverage.

#### Sound System Coverage—Coverage ZA

**Allstate** will pay for loss to a **sound system** permanently installed in **your** insured **auto** by bolts, brackets or other means, its antennas or other apparatus in or on **your** insured **auto** used specifically with that system.

Coverage ZA applies only if comprehensive insurance is in effect under this policy. This coverage makes **sound systems**, and antennas or other apparatus used specifically with them, insured property under the terms of both collision and comprehensive insurance. The limit of **our** liability is shown on the Policy Declarations.

#### Tape Coverage—Coverage ZZ

**Allstate** will pay for loss to any tapes or similar items used with **auto sound systems**. Coverage applies to tapes or similar items **you** or a **resident** relative own that are in or on **your** insured **auto** at the time of loss: The total limit of **our** liability for each loss is shown on the Policy Declarations.

This coverage applies only if comprehensive insurance is in effect under this policy. Coverage ZZ makes tapes or similar items insured property under **your** comprehensive insurance.

#### Additional Payments Allstate Will Make

1. **Allstate** will pay up to \$200 for loss of clothing and personal luggage, including its contents, belonging to **you** or a **resident** relative while it is in or upon **your** insured **auto**. This provision does not apply if the insured **auto** is a **travel-trailer**.

This coverage applies only when:

- a) the loss is caused by collision and **you** have purchased collision insurance.
  - b) the entire **auto** is stolen, and **you** have purchased comprehensive insurance.
  - c) physical damage is done to the **auto** and to the clothing or luggage caused by earthquake, explosion, falling objects, fire, lightning, or flood and **you** have purchased comprehensive insurance.
2. **Allstate** will repay **you** up to \$10 for the cost of transportation from the place of theft or disablement of **your** insured **auto** to **your** destination, if
    - a) the entire **auto** is stolen and **you** have comprehensive insurance under this policy.
    - b) the **auto** is disabled by a collision or comprehensive loss, and **you** have the coverage under this policy applicable to the loss.

This provision does not apply if the insured **auto** is a **travel-trailer**.

3. If **you** have comprehensive insurance under this policy, **Allstate** will repay up to \$10 a day but not more than \$300 for each loss for the cost of transportation when the entire **auto** is stolen. This coverage begins 48 hours after **you** report the theft to **us**, and ends when **we** offer settlement or **your auto** is returned to use.
4. If **you** have purchased collision or comprehensive insurance under this policy, **Allstate** will pay general average and salvage charges imposed when **your** insured **auto** is being transported.

### Insured Autos

1. Any **auto** described on the Policy Declarations. This includes the four-wheel private passenger **auto** or **utility auto** **you** replace it with if **you** notify **Allstate** within 30 days of the replacement and pay the additional premium. Coverage will not continue after 30 days if **we** are not notified of the replacement **auto**.
2. An additional four-wheel private passenger **auto** or **utility auto** **you** become the owner of during the policy period. This **auto** will be covered if **Allstate** insures all other private passenger **autos** or **utility autos** **you** own. **You** must, however, tell **us** within 30 days of acquiring the **auto**. **You** must pay any additional premium. Coverage will not continue after 30 days if **we** are not notified of the additional **auto**.
3. A substitute four-wheel private passenger **auto** or **utility auto**, not owned by **you** or a **resident**, temporarily used with the permission of the owner while **your** insured **auto** is being serviced or repaired, or if **your** insured **auto** is stolen or destroyed.
4. a non-owned four-wheel private passenger **auto** or **utility auto** used by **you** or a **resident** relative with the owner's permission. This **auto** must not be available or furnished for the regular use of **you** or any **resident**.
5. A trailer while attached to an insured **auto**. This trailer must be designed for use with a private passenger **auto** or **utility auto**. This trailer can't be used for business purposes with other than a four-wheel private passenger **auto** or **utility auto**. Home, office, store, display, or passenger trailers are not covered.

**Travel-trailers** or **camper units** are not covered unless described on the Policy Declarations.

### Definitions

1. **Allstate, We, Us or Our**—means the company shown on the Policy Declarations of the policy.
2. **Auto**—means a land motor vehicle with at least four wheels designed for use on public roads.
3. **Camper Unit**—means a demountable unit designed to be used as temporary living quarters, including all equipment and accessories built into and forming a permanent part of the unit. A camper unit does not include:
  - a) caps, tops or canopies designed for use as protection of the cargo area of a **utility auto**; or
  - b) radio or television antennas, awnings, cabanas, or equipment designed to create additional off-highway living facilities.
4. **Motor Home**—means a self-propelled vehicle equipped, designed or used as a living quarters.
5. **Resident**—means a person who physically resides in **your** household with the intention of continuing residence there. **Your** unmarried dependent children while temporarily away from home will be considered residents if they intend to resume residing in **your** household.
6. **Sound System**—means any device within **your** insured **auto** designed for:
  - a) voice or video transmission, or for voice, video or radar signal reception; or
  - b) recording or playing back recorded material; or
  - c) supplying power to cellular or similar telephone equipment.

and which is installed in a location other than the one designed by the **auto's** manufacturer for that device.
7. **Travel-trailer**—means a trailer of the house, cabin or camping type equipped or used as a living quarters.
8. **Utility Auto**—means an **auto** of the pick-up body, sedan delivery or panel truck type. This **auto** must have a gross vehicle weight of 10,000 pounds or less, according to manufacturer's specifications.
9. **You or Your**—means the policyholder named on the Policy Declarations and that policyholder's **resident** spouse.
10. **Custom parts or equipment**—means equipment, devices, accessories, enhancements, and changes, other than those offered by the manufacturer of the **auto** specifically for that model, or installed by the auto dealership when new as part of the original sale, which alter the appearance or performance of an **auto**. This does not include items designed for assisting disabled persons or items covered under Sound System Coverage.

## Exclusions—What Is Not Covered

These coverages don't apply to:

1. loss which may reasonably be expected to result from the intentional or criminal acts of **you**, a **resident**, or any other person using the insured **auto** with **your** permission or which is in fact intended by that person.
2. any **auto** used for the transportation of people or property for a fee. This exclusion does not apply to shared-expense car pools.
3. any damage or loss resulting from any act of war, insurrection, rebellion or revolution.
4. loss to any non-owned **auto** used in **auto** business operations such as repairing, servicing, testing, washing, parking, storing or selling of **autos**.
5. loss due to radioactive contamination.
6. damage resulting from wear and tear, freezing, mechanical or electrical breakdown unless the damage is the burning of wires used to connect electrical components, or the result of other loss covered by this policy.
7. tires unless stolen or damaged by fire, malicious mischief or vandalism. Coverage is provided if the damage to tires occurs at the same time and from the same cause as other loss covered by this policy.
8. loss, other than collision, to any **sound system** within **your** insured **auto** including any apparatus in or on that **auto** designed for use with that system.  
This exclusion will not apply if **you** have purchased Coverage ZA.
9. loss to any tapes or similar items, unless **you** have purchased Coverage ZZ under this policy.
10. loss to a **camper unit** whether or not mounted. This exclusion will not apply if the **camper unit** is described on the Policy Declarations.
11. loss to appliances, furniture, equipment and accessories that are not built into and forming a permanent part of a **motor home** or **travel-trailer**.
12. loss to **your motor home** or **travel-trailer** while rented to anyone else unless a specific premium is shown on the Policy Declarations for the rented vehicle.
13. loss or damage arising out of the participation in a prearranged, organized, or spontaneous:
  - a) racing contest;
  - b) speed contest; or
  - c) use of an auto at a track or course designed or used for racing or high performance driving,  
or in practice or preparation for any contest or use of this type.
14. loss to any **custom parts or equipment** designed for racing which is installed in or upon **your** insured **auto**. This includes, but is not limited to, nitrous oxide systems, roll cages, and air intake modifications.

## Right To Appraisal

Both **you** and **Allstate** have a right to demand an appraisal of the loss. Each will appoint and pay a qualified appraiser. Other appraisal expenses will be shared equally. The two appraisers, or a judge of a court of record, will choose an umpire. Each appraiser will state the actual cash value and the amount of loss. If they disagree, they'll submit their differences to the umpire. A written decision by any two of these three persons will determine the amount of the loss.

## Payment Of Loss By Allstate

**Allstate** may pay for the loss in money, or may repair or replace the damaged or stolen property. We may, at any time before the loss is paid or the property is replaced, return at **our** own expense any stolen property, either to **you** or at **our** option to the address shown on the Policy Declarations, with payment for any resulting damage. **We** may take all or part of the property at the agreed or appraised value. **We** may settle any claim or loss either with **you** or the owner of the property.

## Limits Of Liability

**Allstate's** limit of liability is the least of:

1. the actual cash value of the property or damaged part of the property at the time of the loss, which may include a deduction for depreciation; or
2. the cost to repair or replace the property or part to its physical condition at the time of loss using parts produced by or for the vehicle's manufacturer, or parts from other sources, including, but not limited to, non-original equipment manufacturers, subject to applicable state laws and regulations; or
3. \$500, if the loss is to a covered trailer not described on the Policy Declarations.

Any applicable deductible amount is then subtracted.

If **Allstate**, at its option, elects to pay for the cost to repair or replace the property or part, **Allstate's** liability does not include any decrease in the property's value, however measured, resulting from the loss and/or repair or replacement. If repair or replacement results in the betterment of the property or part, **you** may be responsible, subject to applicable state laws and regulations, for the amount of the betterment.

The maximum **Allstate** will pay for a covered loss to any **custom parts or equipment** is \$1000, unless otherwise excluded.

An **auto** and attached trailer are considered separate **autos**, and **you** must pay the deductible, if any, on each. Only one deductible will apply to an **auto** with a mounted **camper unit**. If unmounted, a separate deductible will apply to the **auto** and **camper unit**.

When more than one coverage is applicable to the loss, **you** may recover under the broadest coverage but not both. However, any Sound System Coverage deductible will always apply.

## If There Is Other Insurance

If there is other insurance covering the loss at the time of the accident, **we** will pay only **our** share of any damages. **Our** share is determined by adding the

limits of this insurance to the limits of all other insurance that applies on the same basis and finding the percentage of the total that **our** limits represent. When this insurance covers a substitute **auto** or non-owned **auto**, **we** will pay only after all other collectible insurance has been exhausted.

When this insurance covers a replacement **auto** or additional **auto**, this policy won't apply if **you** have other collectible insurance.

### Action Against Allstate

No one may sue **us** under these coverages unless there is full compliance with all the policy terms.

### Subrogation Rights

When **we** pay, **your** rights of recovery from anyone else become **ours** up to the amount **we** have paid. **You** must protect these rights and help **us** enforce them.

### Loss Payable Clause

If a Lienholder and/or Lessor is shown on the Policy Declarations, **we** may pay loss or damage under this policy to **you** and the Lienholder and/or Lessor as its interest may appear, except:

1. Where fraud, misrepresentation, material omission, or intentional damage has been committed by or at the direction of **you**.
2. When the vehicle(s) is intentionally damaged, destroyed or concealed by or at the direction of **you** or any owner.
3. When **you** or any owner makes fraudulent statement(s) or engages in fraudulent conduct in connection with any accident or loss for which coverage is sought.

The Lienholder and/or Lessor must notify **us** of any change in ownership or hazard that is known.

If **you** or any owner fails to render proof of loss within the time granted in the policy, the Lienholder and/or Lessor must do so within sixty days in the form and manner described in the policy. The Lienholder and/or Lessor are subject to the provisions of the policy relating to appraisal, time of payment and bringing suit.

**We** may cancel this policy according to its terms. **We** will notify the Lienholder and/or Lessor at least ten days prior to the date of cancellation that the cancellation is effective as to the interest of the Lienholder and/or Lessor.

Whenever **we** pay the Lienholder and/or Lessor any sum for loss or damage under this policy, **we** will be subrogated to the extent of payment to the rights of the party to whom payment was made. However, these subrogation provisions must in no way impair the rights of the Lienholder and/or Lessor to recover the full amount of its claim from the insured.

The Lienholder and/or Lessor has no greater rights under the provisions of the policy than the insured.

### What You Must Do If There Is A Loss

1. As soon as possible, any person making claim must give **us** written proof of loss. It must include all details reasonably required by **us**. **We** have the right to inspect the damaged property. **We** may require any person making claim to file with **us** a sworn proof of loss. **We** may also require that person to submit to examinations under oath.
2. Protect the **auto** from further loss. **We** will pay reasonable expenses to guard against further loss. If **you** don't protect the **auto**, further loss is not covered.
3. Report all theft losses promptly to the police.
4. Cooperate with **us** in **our** effort to investigate the loss or settle of any claim.