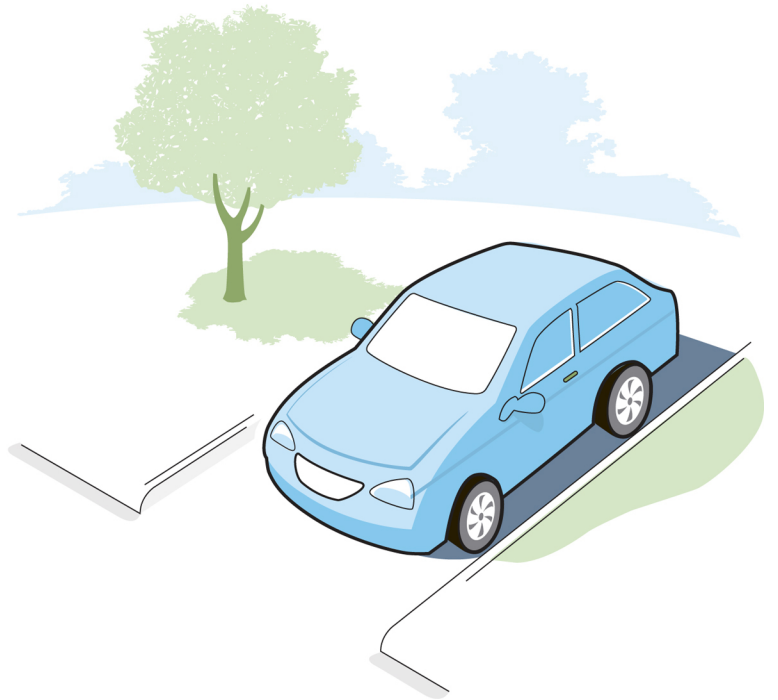


# Auto Policy

AU12883

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## Allstate Insurance Company

### The Company Named in the Policy Declarations

A Stock Company - Home Office: Northbrook, Illinois

## General

The coverages of this policy apply only when a specific premium is indicated for them on the Policy Declarations. If more than one **auto** is insured, a coverage premium will be shown for each **auto**. **Allstate**, relying upon the declarations, subject to all terms of the policy and for payment of the premiums, makes the following agreements with **you**.

## When And Where The Policy Applies

The policy is in effect during the time shown on the Policy Declarations, known as the "policy period", unless cancelled in accordance with Alaska law. During the policy period, **your** policy 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.

## Changes

### 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 may result in a premium adjustment include, but are not limited to:

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

**You** must notify **us** within 60 days when **you** acquire an additional or replacement **auto**.

If **you** don't notify **us** within 60 days of acquiring an additional **auto**, the coverages of this policy will not apply to the additional **auto**.

If **you** don't notify **us** within 60 days of acquiring a replacement **auto**, the coverage under Part VI—Protection Against Loss To The Auto, of this policy will not apply to the replacement **auto**.

## Combining Limits Of Two Or More Autos Prohibited

This provision applies only when **you** have two or more **autos** insured in **your** name.

If one of these **autos** is involved in an accident, the coverage limit will be as shown on the Policy Declarations for that **auto**. If none of these **autos** is involved in the accident, **you** may select any single **auto** shown on the Policy Declarations and the coverage limits applicable to that **auto** will apply.

In either case, coverage on any other **auto** may not be added to or stacked upon the coverage of the involved or selected **auto**.

## Transfer

This policy can't be transferred to another person without **our** written consent. However, if **you** die this policy will provide coverage until the end of the policy period for **your** legal representative while acting as such and persons covered on the date of **your** death.

## Cancellation

**You** may cancel this policy by writing and telling **us** on what 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, **we** will provide **you** with 20 days notice before the effective date of cancellation. Otherwise, **we** will give **you** 30 days notice.

Mailing the notice will be proof of notice. A refund, if due, will be proportional to the time **your** policy has been in effect and returned or credited within 45 days of receipt of the request for cancellation or the effective date of cancellation, whichever is later. However, cancellation will be effective even though the refund is not made immediately.

After **your** original policy has been in effect 60 days, **Allstate** won't cancel or reduce **your** coverage during the policy period unless:

1. the premium isn't paid when due; or
2. **Allstate** has mailed notice within the first 60 days that **we** don't intend to continue the policy; or
3. **you** or any member of **your** household has had a driver's license suspended or revoked during the last 12 months.

However, item 3. above will not apply to revocation of a driver's license of a person due to a non-driving related violation for consuming or possessing alcohol while under the age of 21.

If **we** don't intend to continue the policy beyond any anniversary of its original effective date, **we** will mail **you** notice at least 30 days before the end of the applicable policy period.

Pursuant to the Alaska Statute AS 21.36.260, **you** can assign a designee to **your** policy if **you** are 70 years or older and **your** request for a designee is made to **us** in writing.

### Conditional Reinstatement

If **we** mail a cancellation notice because **you** didn't 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.

### Fraud Or Misrepresentation

**Your** policy was issued in reliance on the information provided on **your auto** insurance application. **Allstate** will not provide coverage for any loss which occurs in connection with any misrepresentation, omission, concealment of fact, or incorrect statement which is:

1. fraudulent;
2. material either to the acceptance of the risk or to the hazard assumed by **us**; or
3. **we** in good faith would not have issued the policy or would not have issued a policy in as large an amount, or at the same premium or rate, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been known to **us**.

### What Law Will Apply

This policy is issued in accordance with the laws of Alaska and covers property or risks principally located in Alaska. 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 Alaska.

If a covered loss to the **auto**, a covered **auto** accident, or any other occurrence for which coverage applies under this policy happens outside Alaska, 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 Alaska. 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 Alaska, 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 Alaska, 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

#### Insuring Agreement

**Allstate** will pay all damages, other than punitive or exemplary 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, including loss of use.

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

**We** will pay for damage to a **rental vehicle** without regard to fault or negligence. However, exclusions and limitations of this policy apply. Loss of use of a damaged **rental vehicle** is not covered.

**We** will defend an insured person sued as the result of a covered **auto** accident, even if the suit is groundless or false. **We** will defend that person at **our** own expense, with counsel of **our** choice. **We** may settle any claim or suit if **we** believe it is proper.

#### 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. post-judgment 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 this interest on damages not exceeding **our** limits of liability.
3. 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 the **auto** with **your** permission.
2. While using a non-owned **auto**:
  - a) **you**,
  - b) any **resident** relative using a four-wheel private passenger **auto** or **utility auto**.
3. Any other person or organization liable for the use of an insured **auto** if the **auto** is not owned or hired by this person or organization.

### 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 60 days of acquiring the **auto**. **You** must pay any additional premium.
3. A substitute four-wheel private passenger **auto** or **utility auto**, not owned by **you** or a **resident**, being temporarily used 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 as indicated 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 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.
7. **Rental Vehicle**—means a non-owned **auto** or **utility auto you** rent from an agency or company on a daily or weekly basis.

### 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 you** are driving while available for hire by the public. This exclusion does not apply to shared-expense car pools.
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. 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.
7. **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. This exclusion does not apply to damages arising out of an act of domestic violence as defined by the Alaska Insurance Code.
8. **bodily injury** or property damage which would also be covered under nuclear energy liability insurance. This applies even if the limits of that insurance are exhausted.
9. **bodily injury** or property damage arising out of participation in any prearranged or organized racing or speed contest or in practice or preparation for any contest of this type.
10. punitive or exemplary damages.

### Financial Responsibility

When this policy is certified as proof under any motor vehicle financial responsibility law this policy will comply with the provisions of that law. This liability coverage will comply to the extent of liability coverage and limits required by law.

## Limits Of Liability

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

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 Bodily Injury Liability and Uninsured And Underinsured 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 a single "each occurrence" limit is stated on the Policy Declarations for Automobile Liability Insurance, this limit will be the maximum amount of **Allstate's** liability for both **bodily injury** and property damage arising out of any one occurrence.

## If There Is Other Insurance

If an insured person is using a **rental vehicle**, **our** liability insurance will be primary. If an insured person is using a substitute private passenger **auto** or non-owned **auto** other than a **rental vehicle**, **our** liability insurance will be in 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.

## 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 except as specified in this policy.

## 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.

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

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

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

## Part II—Automobile Medical Payments—Coverage CC

### Insuring Agreement

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

The time period for necessary treatment actually rendered will be extended to five years from the date of the accident if the amount of insurance shown on the Policy Declarations is more than \$5,000.

This coverage does not apply to bodily injury, sickness, disease, or death to any person to the extent that treatment is provided or benefits are paid or payable to or on behalf of an injured person 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, or when struck by, an **auto** or trailer. **Your** use of a non-owned **auto** must be with the owner's permission.
2. Any other person who sustains 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 these **autos** must be with the owner's permission.

### Insured Autos

1. Any **auto** described on the Policy Declarations and 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** acquire ownership 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, notify **us** within 60 days of acquiring the **auto** and pay any additional premium.

3. A substitute four-wheel private passenger **auto** or **utility auto**, not owned by **you** or a **resident**, temporarily used while **your** insured **auto** is being serviced or repaired, or if **your** insured **auto** is stolen or destroyed.
4. A non-owned **auto** used with the permission of the owner. 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**, 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 as indicated on the Policy Declarations of the policy.
2. **Auto**—means a land motor vehicle designed for use principally upon public roads.
3. **Resident or Reside**—means the physical presence in **your** household with the intention to continue living there. **Your** unmarried dependent children while temporarily away from home will be considered residents, if they intend to continue to live in **your** household.
4. **Utility Auto**—means an **auto** with a rated load capacity of 2,000 pounds or less of the pick-up body, sedan delivery or panel truck type.
5. **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, sickness, disease or death to

1. **you** or a **resident** relative while in, on, getting into or out of an **auto** owned by **you** or a **resident** relative which is not insured 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 principally off public roads, while not upon 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** which is available for hire by the public, or in auto business operations such as repairing, servicing, testing, washing, parking, storing or selling of **autos**. Coverage is provided for **you, 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 or dependent of a person who is entitled to benefits provided by the U.S. Government under a contract of employment including past or present military duty.
7. any person arising out of participation in any prearranged or organized racing or speed contest or in practice or preparation for any contest 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 stated on the Policy Declarations. The insuring of more than one person or **auto** under this policy will not increase **our** limit beyond the amount shown for any one **auto**, even though a separate premium is charged for each **auto**. If more than one **Allstate** policy issued to **you** or any **resident** relative applies to the accident, the total benefits payable to any one insured person will not exceed the maximum benefits payable by the **Allstate** policy with the highest limit for this coverage. If an insured person under this policy sustains bodily injury while occupying a vehicle **you** or a **resident** relative do not own, which is insured for this coverage under any other applicable policy or policies, **Allstate** will pay under this policy, up to the policy limit stated on the Policy Declarations, only when all other applicable policy limits for this coverage have been fully exhausted.

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 expense benefit:

1. \$2,000;
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 expense benefit does not increase, and will not be paid in addition to, the limit 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 under the Bodily Injury Liability and Automobile Medical Payments coverage 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 and reduce the damages payable under the Bodily Injury Liability Coverage of this policy.

### 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.

### Assistance And Cooperation

**You** must assist **us** in making settlements, securing evidence, obtaining witnesses, and conducting suits. This includes disclosing all facts, and attending hearings and trials. **You** must also help **us** to obtain partial payments from anyone who may be jointly responsible.

**We** can't be obligated by **you** voluntarily making any payments or taking other actions except as specified in this policy.

### Action Against Allstate

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

### Subrogation Rights

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

### Proof Of Claim; Medical Reports

As soon as possible, **you** or any other person making claim must give **us** written proof of claim including all details reasonably required by **us** to determine the amounts payable.

The injured person may be required to take physical examinations by physicians selected by **us**, as often as **we** reasonably require. The injured person or his representative must authorize **us** to obtain medical reports and copies of medical and employment records.

## 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, sickness or infection 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 person from performing every duty pertaining to his occupation.

### Insured Persons

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

### Definitions

**Allstate, We, Us, or Our**—means the company as indicated on the Policy Declarations of the policy.

**Auto**—means a land motor vehicle designed for use principally upon public roads.

### 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, whether 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 principally off public roads, while not upon public roads; or
  - c) vehicle when used as a residence or premises.

### Payment Of Benefits; Autopsy

The 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 at the time of the accident is a resident of the same household. 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 forbidden by law.

### Consent Of Beneficiary

Consent of the beneficiary 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 including all details reasonably required by **us** to determine if benefits are payable.

The deceased insured person's representative must authorize **us** 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, sickness or infection 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 every duty pertaining to his 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, Us, or Our**—means the company as indicated on the Policy Declarations of the policy.
2. **Auto**—means a land motor vehicle designed for use principally upon public roads.

### 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 attempted suicide, whether 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 or other equipment operated on rails or crawler-treads;
  - b) a vehicle or other equipment designed for use principally off public roads, while not upon public roads; or
  - c) a vehicle when used as a residence or premises.

### To Whom And When Payment Is Made

Weekly benefits are payable to the insured person who is disabled. 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, the injured person or any other person making claim must give **us** written proof of claim.

The injured person may be required to take physical examinations by physicians selected by **us**, as often as **we** reasonably require. The injured person or his representative must authorize **us** to obtain medical reports and copies of records.

## Part V—Uninsured And Underinsured Motorists Insurance—Coverage SS

### Insuring Agreement

**We** will pay all damages, other than punitive or exemplary damages, that an insured person is legally entitled to recover from the owner or operator of an uninsured or underinsured auto because of:

1. **bodily injury** sustained by an insured person, and
2. **property damage**. **Property damage** is covered only if a separate limit is shown on the Policy Declarations for Uninsured And Underinsured Motorists Insurance—Property Damage.

The **bodily injury** or **property damage** must be caused by accident and arise out of the ownership, maintenance or use of an uninsured or underinsured auto. The right to benefits and the amount payable will be decided by agreement between the insured person and **Allstate**.

If an insured person sues a person believed responsible for the accident without **our** written consent, **we** aren't bound by any resulting judgment.

### 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 does not meet the definition of an insured person under items numbered 1. or 2. above, but 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, except for persons asserting claims for emotional distress and/or negligent infliction of emotional distress because of such **bodily injury**.

### An Insured Auto Is A Motor Vehicle:

1. described on the Policy Declarations. This includes the **motor vehicle** **you** replace it with.
2. **you** become the owner of during the policy period. This additional **motor vehicle** will be covered if **Allstate** insures all other private passenger **motor vehicles** **you** own. **You** must, however, tell **us** within 60 days after **you** acquire the **motor vehicle**. **You** must pay any additional premium.
3. 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 **motor vehicle** must be used with the owner's permission. The **motor vehicle** can't be furnished for the regular use of **you** or any **resident** relative.
4. not owned by **you** or a **resident** relative if being operated by **you** with the owner's permission. The **motor vehicle** can't be furnished for the regular use of **you** or any **resident** relative.

An insured auto is not a **motor vehicle** made available for public hire by an insured person.

### An Uninsured Auto Is:

1. A **motor vehicle** which has no bodily injury or property damage liability bond or insurance policy in effect at the time of the accident.
2. A **motor vehicle** for which the insurer denies coverage, or the insurer becomes insolvent.
3. A hit-and-run **motor vehicle** which causes:
  - a) **bodily injury** to an insured person by direct physical contact with the insured person or with a vehicle occupied by that person.
  - b) **Property damage** to an insured **motor vehicle** by direct physical contact with the insured **motor vehicle**.

The identity of the operator and the owner of the vehicle must be unknown. **We** must be notified within 30 days. If the insured person was occupying a vehicle at the time of the accident, **we** have a right to inspect it.

### An Underinsured Auto Is:

a **motor vehicle** which has a bodily injury or property damage liability insurance policy or bond in effect and applicable at the time of the accident, but in an amount less than the amount the insured person is legally entitled to recover for bodily injury or property damage from the owner or operator of the **motor vehicle**.

### An Uninsured And Underinsured Auto Is Not:

1. a **motor vehicle** that is lawfully self-insured.
2. a **motor vehicle** owned by any federal, state, or local government or agency.

### Definitions

1. **Allstate, We, Us, or Our**—means the company as indicated 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 on public roads,
  - b) a vehicle operated on rails or crawler-treads, or
  - c) a vehicle when used as a residence or premises.
4. **Property Damage**—means damage to or destruction of the insured auto, but does not include loss of use of the insured auto or damage to personal property contained in the insured auto.
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. **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** or **property damage** to any person who makes a settlement without **our** written consent.
2. **bodily injury** or **property damage** sustained while in, on, getting into or out of or when struck by an uninsured or underinsured **motor vehicle** which is owned by **you** or a **resident** relative.
3. **bodily injury** or **property damage**, if the payment would directly or indirectly benefit any workers' compensation or disability benefits insurer, including a self-insurer.
4. punitive or exemplary damages.

### Limits Of Liability

1. The coverage limit shown on the Policy Declarations for:
  - a) "each person" is the maximum that **we** will pay for all damages arising out of **bodily injury** to one person in any one **motor vehicle** accident, including all damages sustained by anyone else as a result of that **bodily injury**.
  - b) "each accident" is the maximum that **we** will pay for all 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".
  - c) "each accident" is the maximum that **we** will pay for all **property damage** arising out of any one **motor vehicle** accident. Subject to this limit, **our** limit of liability for **property damage** will be the lesser of:
    - i) the actual cash value of the insured auto; or
    - ii) the amount necessary to repair or replace the insured auto.

This does not include expenses incurred for loss of use of the insured **motor vehicle**. This limit will be reduced by the first \$250 of the total amount of all **property damage** as the result of any one accident.

2. These limits are the maximum **Allstate** will pay for any one **motor vehicle** accident regardless of the number of:
  - a) claims made;
  - b) vehicles or persons shown on the Policy Declarations; or
  - c) vehicles involved in the accident.

The Uninsured and Underinsured Motorists Coverage limits apply to each insured **motor vehicle** as shown on the Policy Declarations.

3. Subject to this maximum, **our** limit of liability will be the lesser of:
  - a) The difference between the amount of an insured person's damages for **bodily injury** or **property damage** and the amount paid to that insured person for such damages, by or for a person who is or may be held legally liable for damages, including all sums paid under Part I; and
  - b) The applicable limit of liability for this coverage.



4. Any amounts otherwise payable for damages under this coverage shall apply over and above any amounts available to the insured person because of the **bodily injury**:
- a) By or for a person who is or may be held legally liable for damages. This includes all sums paid under Part I.
  - b) Under any of the following:
    - i. Workers' compensation law; or
    - ii. Automobile medical payments coverage.

In no event will an insured person be entitled to receive duplicate payments for the same elements of loss.

No payment will be made for loss paid or payable to the insured person under Part VI of this policy or any similar physical damage insurance under any other policy.

5. **We** are not obligated to make any payment for **bodily injury** or **property damage** under this coverage until the limits of liability of all bodily injury and property damage liability bonds and policies that apply have been used up by payments, judgments or settlements.

**If There Is Other Insurance**

If the insured person was in, on, getting into or out of a vehicle **you** do not own which is insured for this 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 limit, **we** will only pay the amount by which the applicable limits of liability of this policy exceed the applicable limits of liability of that policy.

If a person is entitled as a named insured to Uninsured And Underinsured Motorists Insurance under more than one policy issued by **Allstate**, the maximum amount payable is limited to the highest applicable limit of any one coverage under the policies. If a person is entitled to Uninsured And Underinsured Motorists Insurance Coverage under more than one **motor vehicle** policy, payments will be made in the following order of priority, subject to the limit of liability of each applicable policy or coverage:

- FIRST a policy or coverage covering a **motor vehicle** occupied by the injured person or a policy or coverage covering a pedestrian as a named insured;
- SECOND a policy or coverage covering a **motor vehicle** occupied by the injured person as an insured other than as a named insured;
- THIRD a policy or coverage not covering a **motor vehicle** occupied by the injured person but covering the injured person as a named insured;
- FOURTH a policy or coverage not covering a **motor vehicle** occupied by the injured person but covering the injured person as an insured other than as a named insured;
- FIFTH a policy or coverage covering, as excess, umbrella, or similar insurance, a **motor vehicle** occupied by the injured person or a policy or coverage covering, as

excess, umbrella, or similar insurance, a pedestrian as a named insured;

- SIXTH a policy or coverage covering, as excess, umbrella, or similar insurance, a **motor vehicle** occupied by the injured person or a policy or coverage covering, as excess, umbrella, or similar insurance, a pedestrian as an insured other than as a named insured;
- SEVENTH a policy or coverage not covering a **motor vehicle** occupied by the injured person but covering, as excess, umbrella, or similar insurance, the injured person as a named insured; or
- EIGHTH a policy or coverage not covering a **motor vehicle** occupied by the injured person but covering, as excess, umbrella, or similar insurance, the injured person as an insured other than as a named insured.

**We** will pay only **our** share of the loss. **Our** share is the proportion that **our** limit of liability bears to the total of all limits applicable to the same level of priority.

**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.

The insured person may be required to take physical 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**.

**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.

**Payments Of Loss By Allstate**

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

### Action Against Allstate

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

### If We Cannot Agree

If the insured person or **we** don't agree on that person's right to receive any damages or the amount, then at the written request of either, the disagreement will be settled by arbitration. Arbitration will take place under the rules of the American Arbitration Association unless either party objects.

If either party objects, the following method of arbitration will be used instead. 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. All expenses and fees, not including counsel fees or adjuster fees, incurred because of arbitration, will be paid as determined by the arbitrator.

Regardless of the method of arbitration, any award not exceeding the limits of the Financial Responsibility law of Alaska, will be binding and may not be entered as a judgment in a proper court.

Regardless of the method of arbitration, when any arbitration award exceeds the Financial Responsibility limits in the State of Alaska, either party has a right to trial on all issues in a court of competent jurisdiction. This right must be exercised within 60 days of the award. Costs, including attorney fees, are to be paid by the party incurring them.

## Part VI—Protection Against Loss To The Auto

### Insuring Agreements For Each Coverage

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

### Auto Collision Insurance—Coverage DD

**Allstate** will pay for loss to **your** insured **auto** or a non-owned **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 will not be subtracted from the loss payment in collisions involving **your** insured **auto** and another **auto** insured by **us**.

### Diminishing Deductible Auto Collision Insurance—Coverage DE

If the loss is \$100 or more, **Allstate** will pay for loss to **your** insured **auto** or a non-owned **auto** (including insured loss to an attached trailer) from a collision with another object or by upset of that **auto** or trailer. No deductible applies to losses in excess of \$100.

If the loss is between \$50 and \$100, **you** pay the difference between the amount of loss and \$100, and **we** will pay the rest of the loss up to **our** limits of liability.

If the loss is \$50 or less, **we** will not make any payment.

The deductible amount will not be subtracted from the loss payment in collisions involving **your** insured **auto** and another **auto** insured by **us**, even if the loss is \$50 or less.

### Auto Comprehensive Insurance—Coverage HH

**Allstate** will pay for loss to **your** insured **auto** or a non-owned **auto** not caused by collision. 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 is covered. Glass breakage 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.

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

**Allstate** will pay for loss to **your** insured **auto** or a non-owned **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 loss to **your** insured **auto** or a non-owned **auto** caused by theft or larceny.

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

**Allstate** will pay for loss to **your** insured **auto** or a non-owned **auto** caused by any peril 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 and for towing, made necessary by the disablement of **your** insured **auto** or a non-owned **auto**. The total limit of **our** liability for each loss is stated on the Policy Declarations.

### Rental Reimbursement Coverage—Coverage UU

If **you** have 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. under **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 **you** 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 **you** 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 auto** by bolts, brackets or other means, its antennas or other apparatus in or on **your 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 property owned by **you** or a **resident** relative that is in or upon **your** insured **auto** at the time of loss. The total limit of **our** liability for each loss is stated on the Policy Declarations.

This coverage applies only if **you** have comprehensive insurance 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 and 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 of **your** insured **auto** or disablement of the **auto** to **your** destination, if
    - a) the entire **auto** is stolen and **you** have comprehensive coverage under this policy.

- b) the **auto** is disabled by a collision or comprehensive loss, and **you** have 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**, but 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 and the four-wheel private passenger **auto** or **utility auto** **you** replace it with if **you** notify **Allstate** within 60 days of the replacement and pay the additional premium.
2. An additional four-wheel private passenger **auto** or **utility auto** **you** acquire ownership 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, notify **Allstate** within 60 days of acquiring the **auto** and pay any additional premium.
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** used by **you** or a **resident** relative with the permission of the owner. 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**, designed for use with a private passenger **auto**. This trailer can't be used for business purposes with other than a private passenger **auto** or **utility auto**. Home, office, store, display or passenger trailers, **travel-trailers** or **camper units** are not covered unless described on the Policy Declarations.

### Definitions

1. **Allstate, We, Us, or Our**—means the company as indicated on the Policy Declarations of the policy.
2. **Auto**—means a land motor vehicle designed for use principally upon 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 or Reside**—means the physical presence in **your** household with the intention to continue living there. Unmarried dependent children temporarily away from home will be considered residents if they intend to continue to live in **your** household.
6. **Travel-trailer**—means a trailer of the house, cabin or camping type equipped or used as a living quarters.
7. **Utility Auto**—means an **auto** with a rated load capacity of 2,000 pounds or less of the pick-up body, sedan delivery or panel truck type.
8. **You or Your**—means the policyholder named on the Policy Declarations and that policyholder's **resident** spouse.
9. **Sound system**—means any device within the 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.
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 caused intentionally by or at the direction of an insured 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 an auto business operations such as repairing, servicing, testing, washing, parking, storing or selling **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 wiring 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 to any **sound system** within **your auto**.

Coverages under this Part also will not apply to any apparatus in or on the **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 tape coverage under this policy.
10. loss to a **camper unit** whether or not mounted. This exclusion will not apply if **camper unit** coverage is shown as applicable on the Policy Declarations.
11. loss to appliances, furniture, equipment and accessories that are not built into or forming a permanent part of a **motor home** or **travel-trailer**.
12. loss to **your motor home** or **your travel-trailer** while rented to anyone else unless a specific premium is shown on the Policy Declarations for the rented vehicle.
13. loss arising out of participation in any prearranged or organized racing or speed contest or in practice or preparation for any contest 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

If **you** and **Allstate** fail to agree on the amount of a covered loss, either may make written demand upon the other to submit the dispute for appraisal. Within 10 days of the written demand, **you** and **Allstate** must notify the other of the competent appraiser each has selected. The two appraisers will promptly choose a competent and impartial umpire. Not later than 15 days after the umpire has been chosen, unless the time period is extended by the umpire, each appraiser will separately state in writing the amount of the loss. If the appraisers submit a written report of agreement on the amount of the loss, the agreed amount will be binding upon **you** and **Allstate**. If the appraisers fail to agree, the appraisers will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding upon **you** and **Allstate**. All expenses and fees, not including counsel or adjuster fees, incurred because of the appraisal shall be paid as determined by the umpire. Except as specifically provided, nothing in this provision is intended to or shall in any manner limit or restrict the rights of any insured person or **Allstate**, or confer any rights to an insured person or **Allstate**.

### 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 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.

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**.

## 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.

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

## Action Against Allstate

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

## 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.

## 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, including all details reasonably required by **us**. **We** have the right to inspect the damaged property.
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.

## Loss Payable Clause

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

1. Where fraud, material 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 Leaseholder 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 Leaseholder must do so within sixty days in the form and manner described in the policy. The Lienholder and/or Leaseholder 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 Leaseholder at least ten days prior to the date of cancellation that the cancellation is effective as to the interest of the Lienholder and/or Leaseholder.

Whenever **we** pay the Lienholder and/or Leaseholder 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 Leaseholder to recover the full amount of its claim from the insured.

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