

Standard Mobilehome Policy

U10120

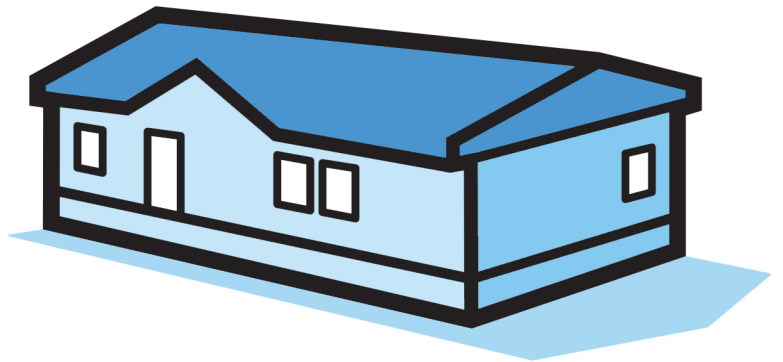


Table of Contents

General	3	Glass Replacement	10
Insuring Agreement	3	No Benefit To Bailee	10
Definitions Used Throughout This Policy	3	Control Of Property	10
Agreements We Make With You	3	Other Insurance	10
Conformity To State Statutes	3	Section II—Family Liability	10
Coverage Changes	4	Part 1—Family Liability Protection—Coverage X	10
Policy Transfer	4	Losses We Cover	10
Continued Coverage After A Death	4	Exclusions—Losses We Do Not Cover	11
Cancellation	4	Part 2—Guest Medical Protection—Coverage Y	12
Concealment Or Fraud	4	Losses We Cover	12
Section I—Your Property	4	Exclusions—Losses We Do Not Cover	12
Part I—Mobile Home Protection—Coverage A	4	Part 3—Additional Protection	13
Property We Cover	4	Claim Expenses	13
Improvements	4	Emergency First Aid	13
Property We Do Not Cover	5	Damage To Property Of Others	13
Part 2—Personal Property Protection—Coverage B	5	Part 4—Section II Conditions	13
Property We Cover	5	What You Must Do After A Loss	13
Personal Property We Do Not Cover	5	What An Injured Person Must Do—	
Limitations On Certain Personal Property	5	Guest Medical Protection	13
Losses We Cover Under Parts 1 and 2	5	Our Payment Of Loss Under Guest Medical Protection	14
Exclusions—Losses We Do Not Cover Under Parts 1 and 2	6	Our Limits Of Liability	14
Part 3—Additional Protection	7	Bankruptcy	14
Loss Of Use Of Your Mobile Home	7	Our Rights To Recover Payment	14
Credit Card And Check Forgery	7	Suit Against Us	14
Change Of Mobile Home	8	Other Insurance—Family Liability Protection	14
Debris Removal	8	Section III—Optional Protection	14
Emergency Removal Service	8	Optional Coverages You May Buy	14
Fire Department Charges	8	Fire Department Charges—Coverage F	14
Necessary Repairs After A Loss	8	Extended Coverage On Jewelry, Watches And Furs—	
Removal Of Property	8	Coverage J	14
Trees, Shrubs, Plants And Lawns	8	Additional Dwelling Rented To Others—Coverage R	15
Consequential Loss	8	Increased Coverage On Radio Or Television Antennas	
Part 4—Section I Conditions	8	And Towers—Coverage T	15
Deductible	8		
Insurable Interest And Our Liability	8		
What You Must Do After A Loss	8		
Our Settlement Options	9		
How We Settle A Loss	9		
Abandoned Property	9		
Our Payment Of Loss	9		
Appraisal	9		
Lienholders	10		
Permission Granted	10		
Our Rights To Recover Payment	10		
Suit Against Us	10		
Loss To A Pair Or Set	10		

General

Insuring Agreement

Relying on the facts **you** have given **us**, **Allstate** agrees to provide the insurance described in this policy. In return, **you** agree to pay the premium and comply with the policy terms.

This policy applies only to covered losses, **bodily injury**, and **property damage** which occur during the policy period. The Declarations Page shows the policy period, coverage, limits of liability and premiums. This policy is not complete without the Declarations Page.

Definitions Used Throughout This Policy

1. **"You"** or **"your"**—mean the policyholder named on the Declarations Page and that policyholder's resident spouse.
2. **"Allstate," "we," "us" or "our"**—mean the company designated on the Declarations Page.
3. **"Insured person"**—means **you** and, if a resident of **your** household, any relative or any dependent person in **your** care.

Under the **Family Liability Protection** coverage and the **Guest Medical Protection** coverage, **"insured person"** also means:

 - a) any person or organization legally responsible for loss caused by animals or watercraft covered by this policy which are owned by an **insured person**. **We** will not cover any person or organization, other than a transporter of the mobile home, using or having custody of animals, watercraft or non-motorized land vehicles without permission of the owner.
 - b) with respect to the use of any vehicle covered by this policy, any person while engaged in the employment of an **insured person**.
4. **"Bodily Injury"**—means bodily injury, sickness or disease, including resulting death, care and loss of services.
5. **"Business"**—means:
 - a) any trade, profession or occupation and the use of any part of any premises for such purposes; and
 - b) any property rented or held for rental by an **insured person**. However, rental of a **residence premises** isn't considered a **business** when:
 - 1) it is rented occasionally for dwelling purposes; or
 - 2) a portion is rented or held for rental as an office, school, studio or private garage.
6. **"Insured Premises"**—means:
 - a) the **residence premises**; and
 - b) under Section II only:
 - 1) a one-, two-, three-, or four-family dwelling or apartment where **you** reside which is described on the Declarations Page;
 - 2) any other **residence premises** acquired by **you** during the premium period for use as a residence;
 - 3) any part of a premises not owned by an **insured person** but where an **insured person** is living temporarily;
 - 4) cemetery plots or burial vaults owned by an **insured person**;
 - 5) vacant land, other than farmland, owned by or rented to an **insured person**;
 - 6) land owned by or rented to an **insured person** where a one-, two-, three-, or four-family dwelling is being built as that person's residence;
 - 7) farmland rented to others, without buildings, not to exceed 500 acres.
7. **"Property Damage"**—means physical injury to or destruction of tangible property, including loss of its use.
8. **"Residence employee"**—means an employee of an **insured person** while performing duties arising out of and in the course of employment in connection with the maintenance or use of the **residence premises**. This includes similar duties for an **insured person** elsewhere, not in connection with the **business** of an **insured person**.
9. **"Residence premises"**—means the mobile home, separate structures, and owned or rented grounds, where **you** reside as shown on the Declarations Page.

We Make The Following Agreements With You:

Conformity To State Statutes

When the policy provisions are in conflict with the statutes of the state in which the **residence premises** is located, the provisions are amended to conform to such statutes.

Coverage Changes

When **Allstate** broadens coverage under this policy during the premium period without charge, **you** have the new features if **you** have the coverage. Otherwise, the policy can be changed only by endorsement.

Policy Transfer

You may transfer this policy to another person only with **our** written consent.

Continued Coverage After A Death

If **you** die, coverage will continue until the end of the premium period for:

- 1) **Your** legal representative but only with respect to **your** premises and property covered by this policy on the date of **your** death.
- 2) An **insured person**, and any person having proper temporary custody of **your** property until a legal representative is appointed.

Cancellation

Your Right to Cancel

You may cancel this policy by:

- 1) Returning it to **us**; or
- 2) Notifying **us** in writing for the future date **you** wish to stop coverage.

Our Right to Cancel

Allstate may cancel this policy by mailing notice to **you**. When this policy has been in effect for less than 60 days, **Allstate** may cancel this policy for any reason by mailing notice to **you** at least 10 days before the cancellation takes effect.

When this policy has been in effect for 60 days or more, or if it is a renewal policy, **Allstate** may not cancel this policy except for one or more of these reasons:

- 1) Non-payment of premium;
- 2) Misrepresentation, fraud or withholding of material facts when the policy was obtained or when a claim was submitted; or
- 3) There has been a substantial change or increased hazard in the risk **we** originally agreed to insure.

We will mail notice to **you** before the cancellation takes effect. **We** will give at least 10 days notice if for non-payment of premium. **We** will give at least 30 days notice for the other reasons.

Mailing the notice to the address shown on the Declarations Page shall be proof of notice. The effective date and hour shown on the cancellation notice shall be the end of the policy period. **Your** return premium, if any, will be on a pro rata basis. Return premium will be given at the time of cancellation or as soon as practicable. However, payment of unearned premium is not a condition of cancellation.

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 premium period.

Concealment Or Fraud

We do not cover an **insured person** who has concealed or misrepresented any material fact or circumstance relating to this insurance, before or after the loss.

Section I—Your Property

Part 1—Mobile Home Protection—Coverage A

We Will Cover:

1. **Your** mobile home at the **residence premises** used primarily as a private residence.
2. Attached structures, equipment and accessories which were built into and formed a permanent part of the mobile home when it was purchased by **you**. This includes replacements for such items that remain a permanent part of the mobile home.
3. Steps, and oil and gas drums or tanks connected to the mobile home which furnish heating or cooking fuel.
4. Materials and supplies at or adjacent to the **residence premises** for use in construction, alteration or repair of the **residence premises**.
5. Wall-to-wall carpeting which is a permanent part of the mobile home.

Improvements

We Will Cover:

1. Attached structures, equipment and accessories which **you** add to **your** mobile home and which become a permanent part of the mobile home.



- Other structures at the **residence premises** separated from the mobile home by clear space.

Structures connected to the mobile home by only a fence, utility line, or similar connection are considered to be other structures.

We will not pay more than \$100 in any one loss of an outside radio or television antenna and its tower.

Property **We Do Not Cover**:

Structures that are not attached to **your** mobile home:

- used in whole or part for **business** purposes; or
- rented or held for rental to other than a tenant in **your** mobile home. This does not apply to the rental of a private garage.

Part 2—Personal Property Protection—Coverage B

We Will Cover:

- Personal property owned or used by an **insured person** anywhere in the world. However, when personal property is usually at a residence other than the **residence premises**, coverage is limited to 10% of the limit of liability shown for **Personal Property Protection** coverage. This limitation does not apply to personal property in a newly acquired principal residence for 30 days after moving begins.
- At **your** option, **we** will cover personal property owned by others while on the part of the **residence premises** occupied by an **insured person**.

Personal Property We Do Not Cover

- Personal property separately described and specifically insured by this or any other policy.
- Animals.
- Motorized land vehicles. **We** do cover those vehicles used to service the **residence premises** which are not designed or licensed for road use.
- Aircraft and aircraft parts.
- Property of roomers, boarders and other tenants not related to an **insured person**.

- Property rented or held for rental to others off the **residence premises**.
- Any sound reproducing, recording, transmitting, or receiving system in or upon a motorized land vehicle which can be operated by power from the electrical system of the motorized land vehicle, and any tape or similar item useable with that system.

Limitations On Certain Personal Property

Limitations apply to the following groups of personal property. These limitations do not increase the amount of insurance under the **Personal Property Protection** coverage. The total amount of coverage for each group in any one loss is as follows:

- \$ 100 — Money, bullion, banknotes, coins, medals and other numismatic property.
- \$ 200 — Property used or intended for use in a **business**.
- \$ 500 — Theft of jewelry, watches, furs, including any item containing fur which represents its principal value, precious and semi-precious stones, and gold other than goldware, silver other than silverware, and platinum.
- \$ 500 — Accounts, bills, deeds, evidences of debt, letters of credit, notes other than banknotes, passports, securities, tickets, or stamps, including philatelic property.
- \$ 500 — Watercraft, including their trailers, furnishings, equipment and outboard motors.
- \$ 500 — Trailers not used with watercraft.
- \$ 1000 — Theft of silverware, goldware and pewterware.
- \$ 1000 — Theft of guns.
- \$ 1000 — Manuscripts.

Losses We Cover Under Parts 1 And 2

We will pay for direct loss to the property described in the **Mobile Home Protection** coverage and the **Personal Property Protection** coverage except as limited or excluded in this policy, caused by:

- Fire or Lightning.

2. Windstorm or Hail.

We do not cover any loss caused directly or indirectly by rain, sleet, snow or ice, other than hail, whether wind driven or not. However, **we** will cover loss to the interior of the mobile home or property inside the mobile home caused by rain, snow, sleet, sand or dust if the wind or hail first damages the roof or walls and the wind forces the rain, snow, sleet, sand or dust through the opening.

We do not cover any loss to watercraft and their trailers, furnishings, equipment and motors unless inside a fully enclosed building. However, **we** will cover canoes and rowboats on the **residence premises**.

3. Explosion.

4. Riot or Civil Commotion, including direct loss from pillage or looting during, and at the site of, the loss.

5. Aircraft, including self-propelled missiles and spacecraft.

6. Vehicles.

We do not cover damage caused by vehicles:

- a) owned or operated by an **insured person**, a tenant, or a transporter of the mobile home; or
- b) while the mobile home is on a public or private road.

7. Smoke, if the loss is sudden and accidental.

We do not cover loss caused by smoke from agricultural smudging or industrial operations.

8. Vandalism and Malicious Mischief. **We** do not cover loss if the covered mobile home has been vacant for more than 30 consecutive days immediately prior to the loss.

We do not cover loss caused by **you** or anyone else residing with **you**.

9. Glass breakage which is part of the covered mobile home. **We** pay a maximum of \$50 for each occurrence.

We do not cover loss to glass if the covered mobile home has been vacant for more than 30 consecutive days prior to the loss.

10. Earthquake or Landslide.

One or more earthquake shocks occurring within a seventy-two hour period will be considered a single earthquake.

11. Flood or other water rising from outside the mobile home.

We do not cover:

- a) water which backs up through sewers or drains; or
- b) water below the surface of the ground. This includes water which exerts pressure on, or flows, seeps or leaks through any part of a mobile home or other structure, sidewalk, driveway, or swimming pool.

Direct loss that follows water damage and is caused by fire, explosion or theft is covered.

12. Theft or attempted theft, including loss of property from a known place where it is likely that a theft has occurred.

We do not cover:

- a) theft committed by an **insured person**;
- b) theft in or from a mobile home under construction or installation, or of construction materials and supplies, until the mobile home is completed and occupied;
- c) theft of any property while at any other residence owned, rented to or occupied by an **insured person** unless the **insured person** is temporarily residing there at the time of loss;
- d) theft of trailers, campers, watercraft, including furnishings, equipment and outboard motors, away from the **residence premises**; or
- e) theft from any part of a **residence premises** rented by **you** to other than an **insured person**.

Exclusions—Losses We Do Not Cover Under Parts 1 And 2

We do not cover loss or damage to the property described in the **Mobile Home Protection** coverage and the **Personal Property Protection** coverage resulting directly or indirectly from:

1. Enforcement of any ordinance or law regulating the construction, repair or demolition of a mobile home or structure. **We** will cover loss caused by actions of civil authority to prevent the spread of fire, unless the fire is caused by a loss **we** do not cover.

2. Neglect of an **insured person** to take all reasonable steps to save and preserve property at and after a loss or when the property is endangered by a loss **we** cover.
3. Nuclear action, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these. Loss caused by nuclear action is not considered loss by fire, explosion or smoke. Direct loss by fire resulting from nuclear action is covered.
4. War or warlike acts, including insurrection, rebellion or revolution.
5. Any loss occurring while the hazard is increased by any means within the control or knowledge of an **insured person**.

Part 3—Additional Protection

1. **Loss Of Use Of Your Mobile Home**
 - a) **We** will pay the reasonable increase in living expenses necessary to maintain the normal standard of living of **your** household, when a loss **we** cover makes **your residence premises** uninhabitable.

Payment shall not exceed three consecutive months from the time of loss, or the period of time required:

 - 1) using due diligence and dispatch, to repair or replace the damaged or destroyed property; or
 - 2) for **you** to permanently relocate;

whichever is less.
 - b) **We** will pay **your** loss of fair rental income resulting from a covered loss, less charges and expenses which do not continue, while the part of the **residence premises you** rent to others, or hold for rental, is uninhabitable. **We** will pay this loss of fair rental income for the shortest time required to repair or replace the rented part, not to exceed three consecutive months from the time of loss.
 - c) **We** will pay the reasonable and necessary increase in living expenses and the loss of fair rental income for up to two weeks should civil authorities prohibit the use of **your residence premises** due to a loss at a neighboring premises caused by a type of loss **we** cover.

These periods of time are not limited by the termination of this policy.

We will not pay for loss or expense due to the cancellation of any lease or agreement.

No deductible applies to this coverage.

2 **Credit Card And Check Forgery**

We will pay for loss:

- a) that an **insured person** is legally required to pay for the unauthorized use of any credit card. This card must be issued to or registered in the name of an **insured person**.
- b) caused by forgery or alteration of a check or similar instrument made or drawn upon an **insured person**.

Our maximum limit of liability for any one loss is \$1,000. All loss due to forgery or unauthorized use by any one person or in which that person is concerned is considered one loss.

We will not pay for:

- a) loss arising from any **business** of an **insured person**.
- b) loss caused by or at the direction of an **insured person** or any other person who has been entrusted with any credit card.

When loss is discovered, the **insured person** must give **us** immediate written notice. If the loss involves a credit card or charge plate, the **insured person** must also give immediate written notice to the company that issued the card or plate. Failure to comply with the terms and conditions of the card or plate voids this protection.

We will pay only for loss occurring during the policy period. This includes those losses discovered and reported to **us** within one year after the policy has terminated. **We** have the right to investigate and settle any claim or suit as **we** feel appropriate. Full payment of the amount of insurance for any one loss ends **our** obligation under each claim or suit arising from the loss.

We will defend any suit brought against an **insured person** for the enforcement of payment covered under Credit Card protection. The defense will be at **our** expense, with counsel of **our** choice.

We have the option to defend an **insured person** or the **insured person's** bank against a suit for the enforcement of payment covered under Check Forgery protection. The defense will be at **our** expense, with counsel of **our** choice.

No deductible applies to this coverage.

3. **Change Of Mobile Home**

If **you** replace the mobile home at **your residence premises**, **we** will cover the replacement under the provisions of this policy. **You** must notify **us** within 60 days and pay any additional premium required. This protection will not apply to any loss against which an **insured person** has other collectible insurance.

4. **Debris Removal**

We will pay the reasonable cost charged for the necessary removal of the debris of covered property damaged in a loss **we** cover. This protection does not increase the amount of insurance applying to the covered property.

However, in the event of a total loss of the mobile home, **we** will pay up to an additional 5% of the actual cash value of the mobile home for debris removal expense provided the damaged property is repaired or replaced at the **residence premises**.

5. **Emergency Removal Service**

We will pay the reasonable expense incurred by **you**, not to exceed \$500, for each removal and return of **your** mobile home, if it is endangered by a loss **we** cover. The removal must be urgently necessary to avoid damage to the mobile home.

No deductible applies to this coverage.

6. **Fire Department Charges**

We will pay up to \$250 per run for service charges made by fire departments called to protect **your** property from a loss **we** cover at the **residence premises**.

No deductible applies to this coverage.

7. **Necessary Repairs After A Loss**

We will pay the reasonable expense for necessary repairs to protect covered property from further damage after a loss **we** cover. This protection does not increase the amount of insurance applying to the covered property.

8. **Removal Of Property**

We will pay for direct loss to covered property damaged in any way while removed from **your** premises because of danger from a loss **we** cover.

Protection is limited to a 30-day period from date of removal and applies on a pro rata basis. This protection does not increase the amount of insurance applying to the covered property.

9. **Trees, Shrubs, Plants And Lawns**

We will pay up to an additional 5% of the limit of insurance applying to the **Mobile Home Protection** coverage for loss to trees, shrubs, plants and lawns at the **residence premises**. Coverage applies to loss caused by: fire, lightning, explosion, riot or civil commotion, vandalism or malicious mischief, theft, aircraft or vehicles not owned or operated by an occupant of the **residence premises**.

We will not pay for:

- a) more than \$500 on any one tree, shrub or plant, including any debris removal expense.
- b) trees, shrubs, plants and lawns grown for **business** purposes.

10. **Consequential Loss**

We will pay for loss to covered personal property in **your** mobile home at the **residence premises** due to temperature changes because of damage to the mobile home or its equipment caused by a loss **we** cover.

Part 4—Section I Conditions

1. **Deductible**

We will pay only when a covered loss exceeds the deductible shown on the Declarations Page for that coverage, and then only for the excess amount, unless **we** have otherwise indicated in this policy.

2. **Insurable Interest And Our Liability**

In the event of a covered loss, **we** will not pay an **insured person** more than:

- a) the insurable interest that person has in the property covered; nor
- b) more than the amount of coverage afforded by this policy.

3. **What You Must Do After A Loss**

In the event of a loss to property that this policy may cover, you must do the following things:

- a) Promptly give **us** or **our** agent written notice. Report any theft to the police. If the loss involves a credit card or charge plate, written notice must also be given to the company that issued the card or plate.

- b) Protect the property from further loss including making reasonable and necessary repairs to protect it. **You** shall also keep an accurate record of any repair expenses.
 - c) Promptly separate the damaged and undamaged personal property. Furnish **us** with a detailed list of the damaged or destroyed property, showing the quantity, cost, actual cash value and the amount of loss claimed.
 - d) Give **us** for examination all books of account, bills, invoices and other vouchers, or certified copies, which **we** may reasonably request and permit **us** to make copies.
 - e) Produce receipts for any increased costs to maintain **your** standard of living while your mobile home is uninhabited.
 - f) As often as **we** reasonably require:
 - 1) show **us** the damaged property; and
 - 2) submit to examination under oath and give **us** signed statements.
 - g) Produce bills and receipts for improvements made by **you** which became a permanent part of the mobile home after **you** originally purchased it.
 - h) Within 60 days after the loss, give **us** a signed, sworn proof of the loss. This statement should include the following information:
 - 1) the date, time, location and cause of loss;
 - 2) the interest **you** and others have in the property, including any encumbrances;
 - 3) the actual cash value and amount of loss of each item damaged or destroyed;
 - 4) other insurance that may cover the loss;
 - 5) changes in title, use, occupancy or possession of the property during the policy period;
 - 6) the specifications and repair estimates of any damaged mobile home or structure **we** may request;
 - 7) evidence supporting a claim under the **Credit Card And Check Forgery** coverage. This should state the cause and amount of loss.
4. **Our Settlement Options**
- In the event of a covered loss, **we** have the option of taking all or part of the covered property at the agreed or appraised value. **We** have the option to repair, rebuild or replace the damaged or destroyed property with property of like kind and quality within a reasonable time. **We** shall give **you** notice of our intention to repair, rebuild or replace the damaged or destroyed property

within 30 days after **we** receive **your** signed, sworn proof of loss.

We may at any time before the loss is paid or the property is replaced, return any stolen property to **you** with payment for any resulting damage.

5. **How We Settle A Loss**

A covered property loss will be settled on an actual cash value basis.

In making an actual cash value settlement, payment will not exceed the smallest of the following amounts:

- a) The actual cash value at the time of the loss;
- b) The amount necessary to repair or replace the damaged property; or
- c) The limit of liability applying to the property.

6. **Abandoned Property**

We are not obligated to accept any property abandoned by an **insured person**.

7. **Our Payment Of Loss**

We shall adjust all losses with **you**. **We** shall pay **you** unless another payee is named in the policy. **We** shall pay within 60 days after the amount of loss is finally determined. This amount may be determined by:

- a) agreement between **you** and **us**, or
- b) a court judgment, or
- c) an appraisal award.

8. **Appraisal**

If **you** and **we** fail to agree on the actual cash value or the amount of loss, either party may make written demand for an appraisal. Each party will select a competent and disinterested appraiser and notify the other of the appraiser's identity within 20 days after the demand is received. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire within 15 days, **you** or **we** can ask a judge of a court of record in the state where the **residence premises** is located to select an umpire.

The appraisers shall then determine the amount of loss, stating separately the actual cash value and the amount of loss to each item. If the appraisers submit a written report of an agreement to **us**, the amount agreed upon shall be the amount of loss. If they cannot agree, they will submit their differences to the umpire. A written award by any two will determine the actual cash value and the amount of loss.

Each party will pay the appraiser chosen, and equally bear expenses for the umpire and all other expenses of the appraisal.

9. Lienholders

Loss shall be payable to lienholders named on the Declarations Page, to the extent of their interest and in the order of precedence and all the provisions of this policy apply to these lienholders.

We will:

- a) protect the lienholder's interest in an insured mobile home in the event of an increase in hazard, change in ownership, or foreclosure if the lienholder has no knowledge of these conditions.
- b) give the lienholder at least 10 days notice if **we** cancel this policy.

The Lienholder will:

- a) furnish proof of loss within 60 days after notice of the loss if an **insured person** fails to do so.
- b) pay upon demand any premium due if an **insured person** fails to do so.
- c) notify **us** of any change of ownership or occupancy or any increase in hazard of which the lienholder has knowledge.
- d) give **us** the lienholder's right of recovery against any party liable for loss.
- e) after a loss, permit **us** to satisfy the lien requirements and receive full transfer of the lien.

This lienholder interest provision shall apply to any mortgagee, trustee, loss payee or other secured party.

10. Permission Granted

- a) The **residence premises** may be vacant or unoccupied without limit of time, except where this policy states otherwise.
- b) You may make alterations, additions and repairs to the **residence premises** and complete structures under construction.

11. Our Rights To Recover Payment

When **we** pay any covered loss, an **insured person's** right to recover from anyone else becomes **ours** up to the amount **we** have paid. An **insured person** must protect these rights and help **us** enforce them. **You** may waive **your** rights to recover against another person involving the property covered in this policy. This must be done in writing prior to a loss.

12. Suit Against Us

No suit or action may be brought against **us** unless there has been full compliance with all the terms of this policy. Any suit or action must be brought within one year after the loss.

13. Loss To A Pair Or Set

If there is a covered loss to a pair or set, **we** may:

- a) repair or replace any part of the pair or set to restore it to its value before the loss; or
- b) pay the difference between the actual cash value of the property before and after the loss.

14. Glass Replacement

We will replace covered glass using safety glazing materials when required by law.

15. No Benefit To Bailee

This insurance will not in any way benefit any person or organization who may be caring for or handling **your** property for a fee.

16. Control Of Property

Any act or neglect of another person will not impair this insurance, if not within **your** control.

17. Other Insurance

If both this insurance and other insurance apply to a covered loss, **we** will pay **our** share. **Our** share will be the proportionate amount that this insurance bears to the total amount of all applicable insurance. However, this insurance shall be excess over any other insurance that covers loss by theft.

Section II—Family Liability

Part 1—Family Liability Protection-Coverage X

Losses We Cover

We will pay all sums arising from the same loss which an **insured person** becomes legally obligated to pay as damages because of **bodily injury** or **property damage** covered by this part of the policy.

We may investigate or settle any claim or suit for covered damages against an **insured person**. If an **insured person** is sued for these damages, **we** will provide a defense with counsel of **our** choice, even if the allegations are not true. **We**

are not obligated to pay any claim or judgment or defend any suit after **we** have exhausted the limit of **our** liability.

Exclusions—Losses We Do Not Cover

1. **We** do not cover any **bodily injury** or **property damage** which may reasonably be expected to result from the intentional or criminal acts of an **insured person** or which is in fact intended by an **insured person**.
2. **We** do not cover **bodily injury** to an **insured person** or **property damage** to property owned by an **insured person**.
3. **We** do not cover **bodily injury** to any person eligible to receive benefits required or voluntarily provided by an **insured person** under any workers' compensation, non-occupational disability or occupational disease law.
4. **We** do not cover **bodily injury** or **property damage** arising out of the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any aircraft.
5. **We** do not cover **bodily injury** or **property damage** arising out of the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any motorized land vehicle or trailer.

This exclusion does not apply to:

- a) a motorized land vehicle in dead storage or used exclusively on the **residence premises**;
 - b) any motorized land vehicle designed principally for recreational use off public roads, unless that vehicle is owned by an **insured person** and is being used away from the **residence premises**;
 - c) a golf cart owned by an **insured person** when used for golfing purposes;
 - d) a trailer of the boat, camper, home or utility type unless it is being towed or carried by a motorized land vehicle;
 - e) farm type tractors, crawlers or farm implements;
 - f) **bodily injury** to a **residence employee**.
6. **We** do not cover **bodily injury** or **property damage** arising out of watercraft away from the **residence premises**:
 - a) owned by or rented to an **insured person** if it has inboard or inboard-outboard motor power of more than 50 horsepower;
 - b) owned by or rented to an **insured person** if it is a sailing vessel 26 feet or more in length; or

- c) powered by one or more outboard motors with more than 25 total horsepower owned by an **insured person**.

This exclusion does not apply to **bodily injury** to a **residence employee**.

7. **We** do not cover **bodily injury** or **property damage** arising out of the rendering of or failure to render professional services.
8. **We** do not cover **bodily injury** or **property damage** arising out of the **business** pursuits of an **insured person**.

We do cover:

- a) activities normally considered non-**business**;
 - b) the occasional and part-time **business** activities of an **insured person** who is a student under 21 years of age; and
 - c) farm property rented to others which is an **insured premises**.
9. **We** do not cover **bodily injury** or **property damage** arising out of any premises owned, rented or controlled by an **insured person** which is not an **insured premises**. This exclusion does not apply to **bodily injury** to a **residence employee**.
 10. **We** do not cover **property damage** to property occupied or used by an **insured person**, or rented to or in the care of an **insured person**. However, if the **property damage** arises out of fire, explosion or smoke at an **insured premises** not owned by an **insured person**, this exclusion does not apply to that premises or its contents. Smoke means only the sudden and faulty operation of a cooking or heating unit.
 11. **We** do not cover any liability an **insured person** assumes under any oral contract or agreement. **We** will not cover any contract or agreement in connection with a **business** of an **insured person**.
 12. **We** do not cover **bodily injury** or **property damage** caused by war or warlike acts, including insurrection, rebellion or revolution.

Part 2—Guest Medical Protection-Coverage Y

Losses We Cover

We will pay the reasonable expenses incurred for necessary medical, surgical, x-ray and dental services, prosthetic devices, eye glasses, hearing aids and pharmaceuticals, and ambulance, hospital, licensed nursing, and funeral services. These expenses must be incurred and the services rendered within three years from the date of an accident causing **bodily injury** covered by this part of the policy.

Each person who sustains **bodily injury** is entitled to this protection when that person is:

1. On the **insured premises** with the permission of an **insured person**.
2. Off the **insured premises**, if the **bodily injury**:
 - a) arises out of a condition on the **insured premises** or immediately adjoining ways.
 - b) is caused by the activities of an **insured person** or a **residence employee**.
 - c) is caused by an animal owned by or in the care of an **insured person**.
 - d) is sustained by a **residence employee**.

Exclusions—Losses We Do Not Cover

1. **We** do not cover any **bodily injury** which may reasonably be expected to result from the intentional or criminal acts of an **insured person** or which is in fact intended by an **insured person**.
2. **We** do not cover **bodily injury** to an **insured person** including a resident of the **insured premises**. However, this exclusion does not apply to a **residence employee**.
3. **We** do not cover **bodily injury** to any person eligible to receive benefits required or voluntarily provided under any workers' compensation, non-occupational disability or occupational disease law.
4. **We** do not cover **bodily injury** arising out of the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any aircraft.
5. **We** do not cover **bodily injury** arising out of the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any motorized land vehicle or trailer.

This exclusion does not apply to:

- a) a motorized land vehicle in dead storage or used exclusively on the **residence premises**;
 - b) any motorized land vehicle designed principally for recreational use off public roads, unless that vehicle is owned by an **insured person** and is being used away from the **residence premises**;
 - c) a golf cart owned by an **insured person** when used for golfing purposes;
 - d) a trailer of the boat, camper, home or utility type unless it is being towed or carried by a motorized land vehicle;
 - e) farm type tractors, crawlers or farm implements;
 - f) **bodily injury** to a **residence employee**.
6. **We** do not cover **bodily injury** arising out of watercraft away from the **residence premises**:
 - a) owned by or rented to an **insured person** if it has inboard or inboard-outboard motor power of more than 50 horsepower;
 - b) owned by or rented to an **insured person** if it is a sailing vessel 26 feet or more in length; or
 - c) powered by one or more outboard motors with more than 25 total horsepower owned by an **insured person**.

This exclusion does not apply to **bodily injury** to a **residence employee**.

7. **We** do not cover **bodily injury** arising out of the rendering of or failure to render professional services.
8. **We** do not cover **bodily injury** arising out of the **business** pursuits of an **insured person**.

We do cover:

 - a) activities normally considered non-**business**;
 - b) the occasional and part-time **business** activities of an **insured person** who is a student under 21 years of age; and
 - c) farm land rented to others which is an **insured premises**.
9. **We** do not cover **bodily injury** to any person arising out of a **business** activity or professional service conducted on the **insured premises**.
10. **We** do not cover **bodily injury** arising out of any premises owned, rented or controlled by an **insured person** which is not an **insured premises**. This exclusion does not apply to **bodily injury** to a **residence employee**.

11. **We** do not cover **bodily injury** caused by war or warlike acts, including insurrection, rebellion or revolution.

- 3) the ownership or use of a motorized land vehicle, trailer, aircraft or watercraft.

Part 3—Additional Protection

We will pay, in addition to the limits of liability:

1. Claim Expenses

We will pay:

- a) all costs **we** incur in the settlement of any claim or the defense of any suit against an **insured person**.
- b) interest accruing on damages awarded, until such time as **we** have paid, formally offered, or deposited in court the amount for which **we** are liable under this policy. Interest will be paid only on damages which do not exceed **our** limits of liability.
- c) all premiums on appeal and attachment bonds required. **We** have no obligation to apply for or furnish bonds.
- d) loss of earnings up to \$50 per day, but not other income, when **we** ask **you** to attend trials and hearings.
- e) any other reasonable expenses incurred by an **insured person** at **our** request.

2. Emergency First Aid

We will pay expenses incurred by an **insured person** for first aid to other persons at the time of the accident for **bodily injury** covered under this policy.

3. Damage To Property Of Others

At **your** request, **we** will pay up to \$250 when an **insured person** causes **property damage** to someone else's property. At **our** option, **we** will pay either the actual cash value of the property damaged by an **insured person**, or repair or replace the property.

We will not pay for **property damage**:

- a) to property covered under Section I of this policy.
- b) to property intentionally damaged by an **insured person** 13 years of age or older.
- c) to property owned by or rented to an **insured person**, any tenant of an **insured person**, or any resident in **your** household.
- d) arising out of:
 - 1) **business pursuits**;
 - 2) any act or omission in connection with a premises owned, rented or controlled by an **insured person** which is not an **insured premises**; or

Part 4—Section II Conditions

1. What You Must Do After A Loss

In the event of **bodily injury** or **property damage**, **you** must do the following things:

- a) Promptly notify **us**, or **our** agent in writing, stating:
 - 1) **your** name and policy number.
 - 2) the date, the place and the circumstances of the loss.
 - 3) the name and address of anyone who might have a claim against an **insured person**.
 - 4) the names and addresses of any witnesses.
- b) Send **us** any legal papers received relating to a claim or suit.
- c) At **our** request, an **insured person** will:
 - 1) cooperate with **us** and assist **us** in any matter concerning a claim or suit.
 - 2) help **us** enforce any right of recovery against any person or organization who may be liable to an **insured person**.
 - 3) attend any hearing or trial.
 - 4) help **us** by collecting and giving evidence and by obtaining the attendance of witnesses.
- d) Under the **Damage To Property Of Others** coverage, give **us** a sworn statement of the loss. This must be made within 60 days after the loss. Also, be prepared to show **us** any damaged property under an **insured person's** control.

An **insured person** will not voluntarily pay any money, assume any obligation or incur any expense, except at that person's own cost, other than for first aid to others at the time of the loss as provided for in this policy.

2. What An Injured Person Must Do—Guest Medical Protection

If someone is injured, that person, or someone acting for that person, must do the following:

- a) Promptly give **us** written proof of the loss. If **we** request, this must be done under oath.
- b) Give **us** written authorization to obtain copies of all medical records and reports.
- c) Permit doctors **we** select to examine the injured person as often as **we** may reasonably require.

3. **Our Payment Of Loss Under The Guest Medical Protection**

We may pay the injured person or the provider of the medical services. Payment under this coverage is not an admission of liability by **us** or an **insured person**.

4. **Our Limits Of Liability**

This insurance applies separately to each **insured person**. Regardless of the number of **insured persons**, injured persons, claims, claimants or policies involved, **our** total liability under the **Family Liability Protection** coverage for damages resulting from one loss will not exceed the limit shown on the Declarations Page. All **bodily injury** and **property damage** resulting from one accident or from continuous or repeated exposure to the same general conditions is considered the result of one loss. **Our** total liability under the **Guest Medical Protection** coverage for all medical expenses payable for **bodily injury** to any one person shall not exceed the "each person" limit shown on the Declarations Page. **Our** total liability for all medical expenses payable for **bodily injury**, regardless of the number of persons injured in one loss, shall not exceed the "each accident" limit shown on the Declarations Page.

5. **Bankruptcy**

We are not relieved of any obligation under this section of the policy because of the bankruptcy or insolvency of any **insured person**.

6. **Our Rights To Recover Payment**

When **we** pay any loss, an **insured person's** right to recover from anyone else becomes **ours** up to the amount **we** have paid. An **insured person** must protect these rights and help **us** enforce them. This condition does not apply to the **Guest Medical Protection** coverage or the **Damage To Property Of Others** coverage.

7. **Suit Against Us**

- a) No suit or action can be brought against **us** unless there has been full compliance with all the terms of this policy.
- b) No suit or action can be brought against **us** under the **Family Liability Protection** coverage until the obligation of an **insured person** to pay is finally determined either by judgment against the **insured person** after actual trial, or by written agreement of the **insured person**, injured person, and **us**.
- c) No one shall have any right to make **us** a party to a suit to determine the liability of an **insured person**.

8. **Other Insurance—Family Liability Protection**

If both this insurance and other insurance apply to a covered loss, **we** will pay our share. **Our** share will be the proportionate amount that this insurance bears to the total amount of all applicable insurance. If an **insured person** has a loss covered by this policy involving a motorized land vehicle or watercraft, **we** shall pay only after that person's other insurance has been exhausted.

Section III—Optional Protection

Optional Coverages You May Buy

The following Optional Coverages apply only when they are indicated on the Declarations Page and premiums are shown. The provisions of this policy apply to each Optional Coverage in this section unless modified by the terms of the specific Optional Coverage.

1. **Fire Department Charges—Coverage F**

The \$250 limit applying to fire department service charges covered in this policy is increased to the amount shown on the Declarations Page.

2. **Extended Coverage On Jewelry, Watches And Furs—Coverage J**

The **Personal Property Protection** coverage is extended to pay for all risks of physical loss to the following property, subject to the provisions in this coverage:

- a) jewelry, watches, gems, precious and semi-precious stones, gold, platinum, and
- b) furs, including any item containing fur which represents its principal value.

The amount of coverage is shown on the Declarations Page. This amount is not in addition to the amount of insurance applying to the **Personal Property Protection** coverage. However, in no event will coverage be less than would have applied in the absence of Coverage J.

We will not pay when any direct or indirect loss is due to:

- a) wear and tear, gradual deterioration, inherent vice, insects or vermin;
- b) nuclear action, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these;
- c) neglect of an **insured person** to take all reasonable steps to save and preserve property at and after a loss or when the property is endangered by a loss **we** cover; or



- d) war or warlike acts, including insurrection, rebellion or revolution.

Any deductible shown on the Declarations Page applicable to a personal property loss, also applies to loss under this coverage.

3. Additional Dwelling Rented To Others-Coverage R

The **Family Liability Protection** coverage and **Guest Medical Protection** coverage are extended to cover a one-, two-, three-, or four-family dwelling rented to others. The definition of **insured premises** is amended to include the designated rented dwelling.

4. Increased Coverage On Radio Or Television Antennas And Towers-Coverage T

The \$100 limit on an outside radio or television antenna and its tower under Coverage A—**Improvements** is increased to the amount shown on the Declarations Page.

IN WITNESS WHEREOF, **Allstate** has caused this policy to be signed by its Secretary and its President at Northbrook, Illinois. If required by law, this policy shall not be binding unless countersigned on the Declarations Page by an authorized agent of **Allstate**.

A handwritten signature in black ink, appearing to read "Paul W. Park".

Secretary

A handwritten signature in black ink, appearing to read "Jerry W. Choate".

President
Personal Property & Casualty