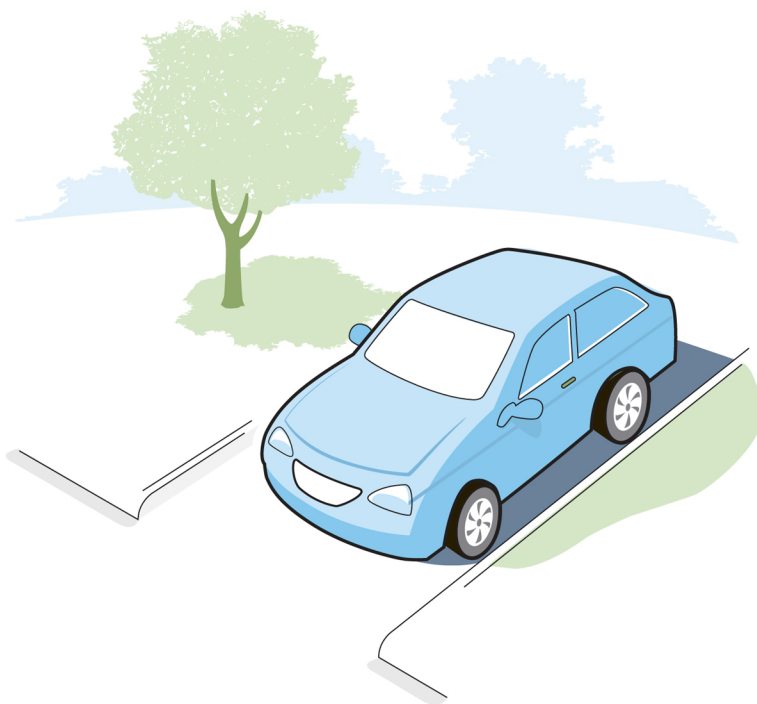


# Auto Policy

AU126-1

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## Allstate Insurance Company

### The Company Named in the Policy Declarations

A Stock Company - Home Office: Northbrook, Illinois

## General

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

## When And Where The Policy Applies

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

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

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

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

### Coverage Changes

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

### Duty To Report Autos

**You** must tell **us** within 60 days when **you** acquire an additional or replacement **auto**. If **you** don't, certain coverages of this policy may not apply.

### Combining Limits Of Two Or More Autos Prohibited

If **you** have two or more **autos** insured in **your** name and one of these **autos** is involved in an accident, only the coverage limits shown on the Policy Declarations for that **auto** will apply.

When **you** have two or more **autos** insured in **your** name and none of them is involved in the accident, **you** may choose any single **auto** shown on the Policy Declarations and the coverage limits applicable to that **auto** will apply.

The limits available for any other **auto** covered by the policy will not be added to the coverage for the involved or chosen **auto**.

## Transfer

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

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

## Cancellation

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

### Our Right to Cancel:

When this policy has been in effect for less than 60 days and it is not a renewal with **us**, **we** may cancel this policy for any reason other than non-payment of premium by mailing notice to **you** by registered or certified mail at least 30 days before the cancellation takes effect. If the cancellation is for non-payment of premium, **we** will give **you** notice by registered or certified mail 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 with **us**, **we** may cancel this policy for one or more of the following reasons:

1. non-payment of premium;
2. fraud or material misrepresentation affecting the policy;
3. fraud or material misrepresentation in presenting a claim;
4. breach of any of the policy terms or conditions;
5. **you**, any member of **your** household, or any operator who customarily operates an automobile insured under this policy have:
  - i. had a driver's license suspended or revoked;
  - ii. been convicted of larceny of an automobile or theft of an automobile;
  - iii. been convicted of an offense for which license suspension or revocation is mandatory; or
  - iv. had a driver's license that is subject to revocation by reason of his/her driving record as disclosed by the files of the Director of Motor Vehicles during the policy period or, if the policy is a renewal, during its policy period or the 180 days immediately preceding the policy's effective date; or
6. **we** have mailed notice to **you** within the first 59 days indicating that **we** intend to cancel **your** policy.

When this policy has been in effect for 60 days or more or if it is a renewal with **us** and if the cancellation is for non-payment of premium, **we** will give **you** notice by registered or certified mail at least 10 days before the cancellation takes effect. If the cancellation is for reasons stated in items 2 - 6 above, **we** will mail notice to **you** by registered or certified mail at least 30 days before the cancellation takes effect.

**Our** mailing notice of cancellation to **you** at **your** last mailing address known to **us** shall be sufficient proof of receipt of notice. Coverage under this policy will terminate on the effective date and hour stated on the cancellation notice. **Your** return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as possible. However, refund of unearned premium is not a condition of cancellation.

Any unearned premium amounts under \$2.00 will be refunded only upon **your** request.

### Non-Renewal

If **we** do not intend to continue or renew the policy, **we** will mail **you** notice at least 20 days before the end of the policy period. **Our** mailing the notice of cancellation to **you** at **your** last mailing address known to **us** shall be sufficient proof of receipt of notice.

### 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. To the extent that a check, draft, or other remittance is dishonored due to **Allstate's** failure to comply with **our** standard payment processing procedures, this provision will not apply.

If **your** check, draft, or other remittance is not honored upon presentation due to an error caused by **your** financial institution, and proof of that error is submitted to **Allstate** in writing, **we** will reinstate **your** policy.

### Fraud Or Misrepresentation

**Your** policy was issued in reliance on the information **you** provided on **your** Auto Insurance Application concerning **autos** and persons insured by the policy. **You** agree that if **your** policy was obtained through material misrepresentation, fraud or concealment of material facts, and that if such misrepresentation existed at the time of the loss and contributed to the loss, **Allstate** has the right to void or rescind **your** policy.

### What Law Will Apply

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

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

**Allstate** will pay for all damages an insured person is legally obligated to pay—because of bodily injury or property damage meaning:

1. bodily injury, sickness, disease or death to any person, including loss of services; 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 defend an insured person sued as the result of an **auto** accident, even if the suit is groundless or false. **We** will choose the counsel. **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. court costs for defense.
3. interest accruing on damages awarded. **We** will pay this interest only until **we** have paid, offered, or deposited in court the amount for which **we** are liable under this policy. **We** will only pay interest on damages not exceeding **our** limits of liability.

- 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

- 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.
- any expense incurred for first aid to others at the time of an **auto** accident involving the insured **auto**.

### Insured Persons

- While using **your** insured **auto**:
  - you**,
  - any **resident**, and
  - any other person using it with **your** permission.
- While using a non-owned **auto**:
  - you**,
  - any **resident** relative using a four wheel private passenger **auto** or **utility auto**.
- 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

- Any **auto** described on the Policy Declarations. This includes the four wheel private passenger **auto** or **utility auto** **you** replace it with.
- 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.
- 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.
- 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.
- 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

- "Allstate," "We," "Us," or "Our"**—means the company shown on the Policy Declarations.

- "Auto"**—means a land motor vehicle designed for use on public roads.
- "Resident"**—means the physical presence in **your** household with the intention to continue living there. Unmarried dependent children while temporarily away from home will be considered residents, if they intend to continue to live in **your** household.
- "Utility Auto"**—means an **auto** of the pick-up body, sedan delivery or panel truck type. This **auto** must have a rated load capacity of not more than 2,000 pounds.
- "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 liability for:

- 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.
- 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**.
- a non-owned **auto** while being used in any business or occupation of an insured person. However, coverage does apply while **you**, **your** chauffeur, or domestic servant are using a private passenger **auto** or trailer.
- bodily injury to an employee of any insured person arising in the course of employment. Coverage does apply to a domestic employee who is not required to be covered by a workers compensation law or similar law.
- anyone other than **you**, for claims made by a co-worker injured in the course of employment.
- injury to or destruction of property an insured person owns, is in charge of, or rents. However, a private residence or a garage rented by that person is covered.
- bodily injury or property damage caused intentionally by or at the direction of an insured person.
- 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.
- bodily injury** or property damage arising out of the participation in any prearranged, organized, or spontaneous:
  - racing contest;
  - speed contest; or
  - use of an **auto** at a track or course designed or used for racing or high performance driving,

or in practice or preparation for any contest or use of this type.

## 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.

## 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 applies to all damages arising from bodily injury, sickness, disease, or death sustained by one person in any one occurrence. Subject to the limit for each person, the occurrence limit is **our** total limit of liability for all legal damages for bodily injury sustained by two or more persons in any one occurrence. For property damage, the limit applies to legal 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 Motorists 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.

There will be no duplication of payments made under the Protection Against Loss To The Auto coverages and the Liability Insurance coverages of any policy. All payments made to or on behalf of any person under this coverage will be considered as advance payments to that person and will be reduced by the amount paid under any other Liability Insurance Coverage.

## If There Is Other Insurance

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

## Assistance And Cooperation

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

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

## Action Against Allstate

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

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

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

## Part II—Automobile Medical Payments—Coverage CC

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

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

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

## Insured Persons

1. **You** and any **resident** relative who sustains bodily injury while in, on, getting into or out of, or when struck by, an **auto** or trailer. The use of a non-owned **auto** must be with the owner's permission.
2. Any 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 non-owned **autos** must be with the owner's permission.

## Insured Autos

1. Any **auto** described on the Policy Declarations. This includes the four wheel private passenger **auto** or **utility auto you** replace it with.
2. An additional four wheel private passenger **auto** or **utility auto you** become the owner of during the policy period. This **auto** will be covered if **we** insure all other private passenger **autos** or **utility autos you** own. **You** must, however, tell **us** within 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**, 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 owner's permission. This **auto** must not be available or furnished for the regular use of an insured person.
5. A trailer while attached to an insured **auto**. The trailer must be designed for use with a private passenger **auto** or **utility auto**. This trailer can't be used for business purposes with other than a private passenger **auto** or **utility auto**.

## Definitions

1. "**Allstate**," "**We**," "**Us**," or "**Our**"—means the company shown on the Policy Declarations.
2. "**Auto**"—means a land motor vehicle designed for use on public roads
3. "**Resident**"—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** of the pick-up body, sedan delivery or panel truck type. This **auto** must have a rated load capacity of not more than 2,000 pounds.
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 you** or a **resident** relative own but do not insure for this coverage.
2. **you** or a **resident** relative while in, on, getting into or out of, or struck as a pedestrian by:
  - a) a vehicle operated on rails or crawler-treads, or
  - b) a vehicle or other equipment designed for use off public roads, while not on public roads.
3. any person while in, on, getting into or out of:
  - a) an owned **auto** while available for hire to the public. This exclusion does not apply to shared-expense car pools.
  - b) an **auto** or trailer while used as a residence or premises.

4. any person, other than **you** or a **resident** relative, while using a non-owned **auto**:
  - a) which is available for hire by the public, or
  - b) in **auto** business operations such as repairing, servicing, testing, washing, parking, storing or selling of **autos**.

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 arising out of the participation in any prearranged, organized, or spontaneous:
  - a. racing contest;
  - b. speed contest; or
  - c. use of an **auto** at a track or course designed or used for racing or high performance driving,

or in practice or preparation for any contest or use of this type.

## Limits Of Liability

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

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

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

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

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

There will be no duplication of payments made under the Bodily Injury Liability Coverage, Uninsured Motorists Insurance, Underinsured Motorists Insurance 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. Any damages payable under the Bodily

Injury Liability Insurance, Uninsured Motorists Insurance or Underinsured Motorists Insurance coverages of this policy will be reduced by that amount.

### 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

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

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

### Action Against Allstate

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

### Subrogation Rights

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

### Proof Of Claim; Medical Reports

As soon as possible, any person making claim must give **us** written proof of claim. It must include all details **we** may need to determine the amounts payable.

The injured 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 other records pertinent to the claim.

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

**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 that person's occupation.

### Insured Persons

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

### Definitions

**"Allstate," "We," or "Us"**—means the company shown on the Policy Declarations.

**"Auto"**—means a land motor vehicle designed for use on 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 committed while sane or insane.
3. due to any act of war, insurrection, rebellion, or revolution.
4. sustained while in, on, getting into or out of, or when struck as a pedestrian by:
  - a) a vehicle operated on rails or crawler-treads;
  - b) a vehicle or other equipment designed for use off public roads, while not on public roads; or
  - c) a vehicle when used as a residence or premises

### Payment Of Benefits; Autopsy

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

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

### Consent Of Beneficiary

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

### Proof Of Claim; Medical Reports

As soon as possible, **we** must be given written proof of claim. It must include all details **we** may need to determine if benefits are payable.

**We** must be given authorization to obtain medical reports and copies of records.

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

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

### Insured Persons

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

### Definitions

**"Allstate", "We", or "Us"**—means the company shown on the Policy Declarations.

**"Auto"**—means a land motor vehicle designed for use on 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 any attempt at suicide while sane or insane.
3. due to any act of war, insurrection, rebellion or revolution.
4. sustained while in, on, getting into or out of, or when struck as a pedestrian by:
  - a) a vehicle operated on rails or crawler-treads;
  - b) a vehicle or other equipment designed for use off public roads, while not on public roads; or
  - c) a vehicle when used as a residence or premises.

### To Whom And When Payment Is Made

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

### Proof Of Claim; Medical Reports

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

The injured person may be required to take 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.

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

Under **Uninsured Motorists Insurance—Coverage SS**, **we** will pay damages because of **bodily injury** which an insured person is legally entitled to recover from the owner or operator of an uninsured auto. **Bodily injury** must be caused by accident and arise out of the ownership, maintenance or use of an uninsured auto. **We** will not pay any punitive or exemplary damages.

Under **Underinsured Motorists Insurance—Coverage SU**, **we** will pay damages because of **bodily injury** which an insured person is legally entitled to recover from the owner or operator of an underinsured auto. **Bodily injury** must be caused by accident and arise out of the ownership, maintenance or use of an underinsured auto. **We** will not pay any punitive or exemplary damages.

If an insured person sues a person believed responsible for the accident without giving **us** prior written notice, **we** are not 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 is legally entitled to recover because of **bodily injury to you**, a **resident** relative, or an occupant of **your** insured auto with **your** permission.

### An Insured Auto Is A Motor Vehicle:

1. described on the Policy Declarations, and the **motor vehicle you** replaced it with.
2. **you** acquire ownership 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, notify **Allstate** within 60 days after **you** acquire the **motor vehicle** and 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. It cannot 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. It cannot be furnished for the regular use of **you** or any **resident** relative.

**An Uninsured Auto Is:**

1. a **motor vehicle** which has no bodily injury liability bond or insurance policy in effect at the time of the accident.
2. a **motor vehicle** which has a bodily injury liability bond or insurance policy applicable at the time of the accident, but for which the insurer denies coverage, or the insurer is or becomes insolvent within four years after the date of the accident.
3. a hit-and-run **motor vehicle** which causes **bodily injury** to an insured person by actual physical contact with the insured person or with a vehicle occupied by that person. The identity of the operator or the owner of the vehicle must be unknown. **We** must be notified of the accident within 30 days of its occurrence. If the insured person was occupying a vehicle at the time of the accident, **we** have a right to inspect it.
4. a hit-and-run **motor vehicle** which causes **bodily injury** to an insured person without actual physical contact with the insured person or with a vehicle occupied by that person if the facts of the accident are corroborated by competent evidence from an independent and disinterested person other than an insured person or any person occupying an insured auto. The identity of the operator or the owner of the vehicle must be unknown. The accident must be reported, as required by law, to the proper law enforcement authorities. **We** must be notified of the accident within 30 days of its occurrence. If the insured person was occupying a vehicle at the time of the accident, **we** have the right to inspect it.

**An Underinsured Auto Is:**

A **motor vehicle** which has a bodily injury liability bond or insurance policy applicable at the time of the accident, but the limits of that coverage are:

1. less than the applicable damages the insured person is legally entitled to recover, or
2. reduced by payments to persons other than the insured person to an amount less than the applicable damages the insured person is legally entitled to recover.

**An Uninsured Auto Is Not:**

1. a **motor vehicle** insured for bodily injury liability under Part I of this policy.
2. a **motor vehicle** owned by any federal, state or local government or agency.
3. a **motor vehicle** owned by, furnished or available for the regular use of **you** or any **resident** relative.
4. a **motor vehicle** that is lawfully self-insured.
5. any **motor vehicle** used as a residence or premises and not as a vehicle.

**An Underinsured Auto Is Not:**

1. a **motor vehicle** insured for bodily injury liability under Part I of this policy.

2. a **motor vehicle** that is lawfully self-insured.
3. a **motor vehicle** owned by, furnished or available for the regular use of **you** or any **resident** relative.
4. a **motor vehicle** owned by any federal, state or local government or agency.
5. any **motor vehicle** used as a residence or premises and not as a vehicle.
6. an uninsured **motor vehicle**.

**Definitions**

1. **"Allstate," "We," "Us," or "Our"**—means the company shown on the Policy Declarations.
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, or
  - b) a vehicle operated on rails or crawler-treads.
4. **"Resident"**—means the physical presence in **your** household with the intention to continue living there. Unmarried dependent children, while temporarily away from home will be considered residents if they intend to continue to live in **your** household.
5. **"You" or "Your"**—means the policyholder named on the Policy Declarations and that policyholder's **resident** spouse.

**Exclusions—What Is Not Covered—Coverage SS**

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

1. **bodily injury** to any person who makes a settlement without **our** written consent.
2. **bodily injury** sustained while in, on, getting into or out of, a **motor vehicle** owned by **you** or a **resident** relative which is not insured.
3. **bodily injury** while in, on, getting into or out of, a **motor vehicle** owned by **you** or a **resident** relative which is used as public or livery conveyance but is not insured as such.
4. **bodily injury** sustained when struck by a **motor vehicle** owned by **you** or a **resident** relative.
5. **bodily injury** of the insured with respect to which the applicable statute of limitations has expired on the insured's claim against an uninsured motorist.
6. **bodily injury** arising out of the participation in any prearranged, organized, or spontaneous:
  - a. racing contest;
  - b. speed contest; or
  - c. use of an auto at a track or course designed or used for racing or high performance driving,
 or in practice or preparation for any contest or use of this type.

### Exclusions—What Is Not Covered—Coverage SU

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

1. **bodily injury** to any person who makes a settlement without **our** written consent which adversely affects **our** rights, except that this exclusion shall not apply to this coverage unless the insured has given notice to **us** and **we** failed to make the required payment within 30 days to protect **our** rights to subrogation.
2. **bodily injury** sustained while in, on, getting into or out of, a **motor vehicle** owned by **you** or a **resident** relative which is not insured.
3. **bodily injury** while in, on, getting into or out of, a **motor vehicle** owned by **you** or a **resident** relative which is used as public or livery conveyance but is not insured as such.
4. **bodily injury** sustained when struck by a **motor vehicle** owned by **you** or a **resident** relative.
5. **bodily injury** of the insured with respect to which the applicable statute of limitations has expired on the insured's claim against an underinsured motorist.
6. **bodily injury** arising out of the participation in any prearranged, organized, or spontaneous:
  - a. racing contest;
  - b. speed contest; or
  - c. use of an auto at a track or course designed or used for racing or high performance driving,

or in practice or preparation for any contest or use of this type.

### Limits Of Liability—Coverage SS

The coverage limit shown on the Policy Declarations for:

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

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

1. vehicles involved;
2. persons covered;
3. claims made;
4. vehicles or premiums shown on the Policy Declarations; or
5. premiums paid.

In no event shall the liability of the insurer under such coverage be more than the limits of the uninsured motorists coverage provided.

Damages payable will be reduced by all amounts paid by the owner or operator of the uninsured auto or anyone else responsible. This includes all sums paid under the Bodily Injury Liability Insurance, Automobile Medical Payments Coverage and Underinsured Motorists Insurance of this or any other auto policy.

### Limits Of Liability—Coverage SU

The coverage limit shown on the Policy Declarations for:

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

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

1. vehicles involved;
2. persons covered;
3. claims made;
4. vehicles or premiums shown on the Policy Declarations; or
5. premiums paid.

In no event shall the liability of the insurer under such coverage be more than the limits of the underinsured motorists coverage provided.

Damages payable will be reduced by all amounts paid by the owner or operator of the underinsured auto or anyone else responsible. This includes all sums paid under the Bodily Injury Liability Insurance coverage and Automobile Medical Payments Coverage of this or any other policy and all sums paid under the Uninsured Motorists Insurance coverage of this or any other policy.

**We** are not obligated to make any payment of **bodily injury** under Coverage SU which arises out of the use of an underinsured **motor vehicle** until after the limit of liability for all liability protection in effect and applicable at the time of the accident has been exhausted by payments of judgment or settlements.

### If There Is Other Insurance—Coverage SS

If an insured person is entitled to uninsured motorists coverage under more than one policy of motor vehicle liability insurance, the total benefits payable to an insured person will not exceed the maximum benefits payable by the policy with the highest limit of uninsured motorists coverage.

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, Coverage SS 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 limit of liability of this policy exceeds the limit of liability of that policy. No insured person may recover duplicate benefits for the same element of loss under this coverage and the other insurance.

If more than one policy applies to the accident, payment will be made in the following order of priority, subject to the limit of liability for each applicable policy:

1. a policy covering a **motor vehicle** occupied by the injured person at the time of the accident;
2. a policy covering a **motor vehicle** which causes **bodily injury** to an insured while a pedestrian;
3. a policy covering a **motor vehicle** not involved in the accident with respect to which the injured person is an insured.

This order of priority applies no matter how many autos or auto policies may be involved whether written by **Allstate** or another company.

### **If There Is Other Insurance—Coverage SU**

If an insured person is entitled to underinsured motorists coverage under more than one policy of motor vehicle liability insurance, the total benefits payable to an insured person will not exceed the maximum benefits payable by the policy with the highest limit of underinsured motorists coverage.

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, Coverage SU 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 limit of liability of this policy exceeds the limit of liability of that policy. No insured person may recover duplicate benefits for the same element of loss under this coverage and the other insurance.

If more than one policy applies to the accident, payment will be made in the following order of priority, subject to the limit of liability for each applicable policy:

1. a policy covering a **motor vehicle** occupied by the injured person at the time of the accident;
2. a policy covering a **motor vehicle** which causes **bodily injury** to an insured while a pedestrian;
3. a policy covering a **motor vehicle** not involved in the accident with respect to which the injured person is an insured.

This order of priority applies no matter how many autos or auto policies may be involved whether written by **Allstate** or another company.

### **Proof Of Claim; Medical Reports**

As soon as possible, any person making claim must give **us** written proof of claim. It must include all details **we** 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 judgement that person recovers from any responsible party or insurer. However, if **we** pay any person under Coverage SS or Coverage SU, **we** are only entitled to proceeds in excess of amounts paid under a bodily injury liability policy or bond.
2. all rights of recovery against any responsible party or insurer must be maintained and preserved for **our** benefit.
3. insured persons, if **we** ask, must take proper action in their name to recover damages from any responsible party or insurer. **We** will select the attorney. **We** will pay all related costs and fees.

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

### **Payment Of Loss By Allstate**

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

### **Action Against Allstate**

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

### **Subrogation Rights**

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

If a loss arises from the ownership, maintenance or use of an underinsured **motor vehicle**, **our** right of subrogation applies only if **we** pay the insured person an amount equal to any tentative settlement agreement between the injured person and the responsible party or insurer within 30 days of written notice by certified or registered mail to **Allstate** of the tentative settlement.

### **If We Cannot Agree**

Any claim or dispute in any way related to this policy, by a person insured under this policy against **us** or **us** against a person insured under this policy, may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this provision shall be subject to the following:

- a) no arbitrator shall have the authority to award punitive damages or attorney's fees;
- b) neither of the parties shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and
- c) no arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

## Part VI—Protection Against Loss To The Auto

The following coverages apply when indicated on the Policy Declarations. Additional payments, **autos** insured, definitions, exclusions, and other information applicable to all these coverages appear beginning on page 14.

### Auto Collision Insurance—Coverage DD

**Allstate** will pay for direct and accidental 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**. If a covered loss to **your** building structure insured by **us** or any affiliate company results from the use of **your** insured **auto**, **we** will waive **your** insured **auto** deductible up to \$500.

### Diminishing Deductible Auto Collision Insurance—Coverage DE

If the loss is \$100 or more, **Allstate** will pay for direct and accidental 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. **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 direct and accidental 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, whether or not caused by collision, and collision with a bird or animal is covered.

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

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

**Allstate** will pay for direct and accidental 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 direct and accidental 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 direct and accidental 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 of **your** insured **auto** or a non-owned **auto**. **We** will also pay for towing made necessary by the disablement. The total limit of **our** liability for each loss is shown on the Policy Declarations.

### Rental Reimbursement Coverage—Coverage UU

If **you** have 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 Part VI 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 an 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 an 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 of **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, if 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 in excess of one used with **auto sound systems**. Coverage applies to property **you** or a **resident** relative own that is in or on **your** insured **auto** at the time of loss. The total limit of **our** liability for each loss is shown on the Policy Declarations.

This coverage applies only if **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 the coverage under this policy applicable to the loss.

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

3. If **you** have comprehensive insurance under this policy, **Allstate** will repay up to \$10 a day but not more than \$300 for each loss for the cost of transportation when the entire **auto** is stolen. This coverage begins 48 hours after **you** report the theft to **us**, 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. This includes 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** become the owner of during the policy period. This **auto** will be covered if **Allstate** insures all other private passenger **autos** or **utility autos** **you** own. **You** must, however, tell **us** within 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**, 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 owner's permission. This **auto** must not be available or furnished for the regular use of **you** or any **resident**.
5. A trailer while attached to an insured **auto**. This trailer must be designed for use with a private passenger **auto**. 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 shown on the Policy Declarations.
2. **"Auto"**—means a land motor vehicle designed for use on public roads.
3. **"Camper unit"**—means a demountable unit designed to be used as temporary living quarters, including all equipment and accessories built into and forming a permanent part of the unit. A **camper unit** does not include:
  - a) caps, tops or canopies designed for use as protection of the cargo area of a **utility auto**; or
  - b) radio or television antennas, awnings, cabanas, or equipment designed to create additional off highway living facilities.
4. **"Motor home"**—means a self-propelled vehicle equipped, designed or used as a living quarters.
5. **"Resident"**—means 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** of the pick-up body, sedan delivery or panel truck type. This auto must have a rated load capacity of not more than 2,000 pounds.
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 **auto** business operations such as repairing, servicing, testing, washing, parking, storing or selling of **autos**.
5. loss due to radioactive contamination.
6. damage resulting from wear and tear, freezing, mechanical or electrical breakdown unless the damage is the burning of 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, in excess of one, unless **you** have tape coverage under this policy.
10. loss to a **camper unit** whether or not mounted. This exclusion will not apply if the **camper unit** is described on the Policy Declarations.
11. loss to appliances, furniture, equipment and accessories that are not built into 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 or damage arising out of the participation in any prearranged, organized, or spontaneous:
  - a. racing contest;
  - b. speed contest; or

- c. use of an **auto** at a track or course designed or used for racing or high performance driving,

or in practice or preparation for any contest or use of this type.

14. loss to any **custom parts or equipment** designed for racing which is installed in or upon **your** insured **auto**. This includes, but is not limited to, nitrous oxide systems, roll cages, and air intake modifications.

### Right To Appraisal

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

### Payment Of Loss By Allstate

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

### Limits Of Liability

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

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

Any applicable deductible amount is then subtracted.

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

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

An **auto** and attached trailer are considered separate **autos**, and **you** must pay the deductible, if any, on each. Only one deductible will apply to an **auto**

with a mounted **camper unit**. If unmounted, a separate deductible will apply to the **auto** and **camper unit**.

### **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 policy terms.

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

### **Loss Payable Clause**

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

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

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

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

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

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

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