

Auto Policy

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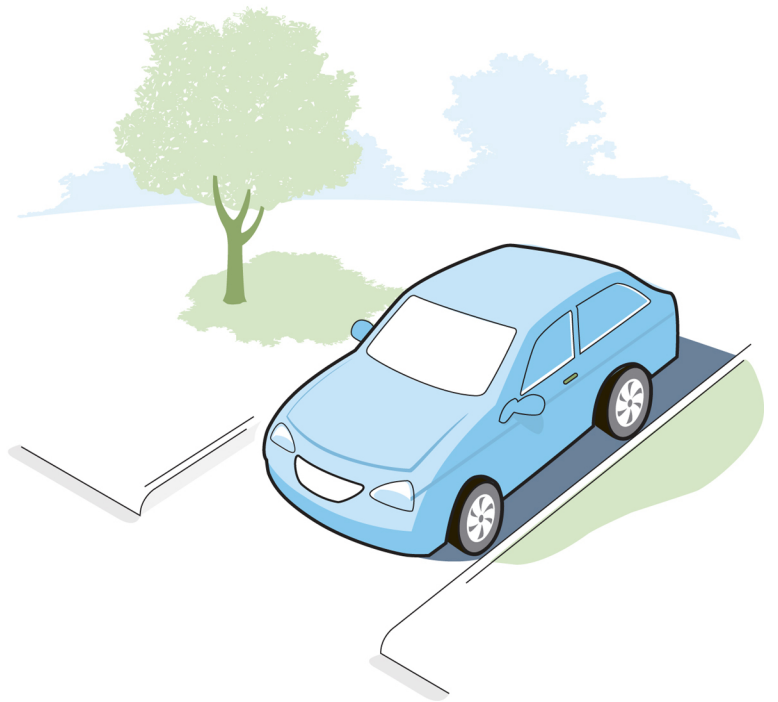


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Allstate Indemnity Company

A Stock Company - Home Office: Northbrook, Illinois 60062

GENERAL PROVISIONS

The following provisions apply to all parts of the policy except where otherwise noted.

Insuring Agreement

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**. **We** may find it necessary to issue **you** two or more different policy numbers for this one policy. Even if **we** issue two or more policy numbers, this shall still constitute one policy. **Your** Policy Declarations lists the policy numbers applicable. 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**.

You agree to review **your** Policy Declarations to confirm which of the available coverages and limits described in this policy have been issued to **you**. **You** agree to also review those sections of this policy which relate to those coverages issued to **you** so that **you** fully understand the insurance protection **you** are receiving. Failure to review this policy, including **your** Policy Declarations, will not relieve **you** of this obligation. **You** should contact **Allstate**, or the agent listed on **your** Policy Declarations, immediately if **you** have any questions about the coverages or limits, if **you** believe there is any mistake about the coverages or limits issued to **you**, or if **you** have any questions or do not understand anything in this policy.

While **your** agent can help answer many specific questions about the coverages, only **you** can determine if **you** have selected the insurance coverages **you** need and that those coverages have actually been issued to **you**.

The terms of this policy impose joint obligations on persons defined in applicable sections of this policy as insured persons. This means that the responsibilities, acts and omissions of a person defined as an insured person will be binding upon other person(s) defined as insured person(s).

When And Where The Policy Applies

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

Conformity To State Statutes

When any policy provision is in conflict with the law of the state in which the **insured auto** is principally garaged, the minimum requirements of the law of the state apply.

Insurance Coverage In Mexico

Prior to entering and driving in Mexico, **you** must check with the appropriate Mexican authorities regarding automobile insurance requirements.

Automobile accidents in Mexico are subject to the laws of Mexico, NOT the United States. In Mexico, an automobile accident can be considered a CRIMINAL OFFENSE as well as a civil matter.

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

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

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

Definitions Used Throughout The Policy

The following definitions apply throughout the policy unless otherwise indicated. Defined words are printed in bold face type.

1. **"Additional Auto"** means an **auto** or **utility auto** of which **you** become the owner during the policy period. This **auto** will be covered by **Allstate** or one of its affiliates as of the date **you** acquired the **auto** if:
 - a. **Allstate** or one of its affiliates insures all other private passenger **autos** and **utility autos you** own;
 - b. the newly acquired **auto** or **utility auto** is not covered under any other automobile insurance policy;
 - c. **you** tell **us** within 30 days of acquiring the **auto** or **utility auto**;
 - d. **Allstate** or one of its affiliates agrees to continue coverage for this additional **auto** or **utility auto**; and
 - e. **you** pay any additional premium.
2. **"Allstate," "We," "Us,"** or **"Our"** means the company shown on the Policy Declarations.
3. **"Auto"** means a private passenger land motor vehicle, with at least four wheels designed for use on public roads.
4. **"Bodily Injury"** means physical harm to the body, sickness, disease, or death, but does not include:
 - a. any venereal disease;
 - b. herpes;

- c. Acquired Immune Deficiency Syndrome (AIDS);
- d. AIDS Related Complex (ARC);
- e. Human Immunodeficiency Virus (HIV);

or any resulting symptom, effect, condition, disease or illness related to a. through e. listed above.

5. **"Insured Auto"** means any **auto** or **utility auto** you own which is described on the Policy Declarations. This also includes:
 - a. A **replacement auto**;
 - b. An **additional auto**;
 - c. A **substitute auto**;
 - d. A **non-owned auto**; or,
 - e. A trailer while attached to an **insured auto**. The trailer must be designed for use with an **auto** or **utility auto**. This trailer can't be used for business purposes with other than an **auto** or **utility auto**. This definition e. does not apply to Uninsured Motorists Insurance or Underinsured Motorists Insurance.
6. **"Non-Owned Auto"** means an **auto** used by **you** or a **resident** relative with the owner's permission but which is not:
 - a. owned by **you** or a **resident** relative, or
 - b. available or furnished for the regular use of **you** or a **resident** relative.
7. **"Replacement Auto"** means a newly acquired **auto** or **utility auto** you own which is a permanent replacement for an **auto** described on the Policy Declarations. **You** must notify **us** within 30 days of acquisition and pay any additional premium.
8. **"Resident"** means a person who physically resides in **your** household with the intention to continue residence there. **We** must be notified whenever an operator becomes a **resident** of **your** household. **Your** unmarried dependent children while temporarily away from home will be considered **residents** if they intend to resume residing in **your** household.
9. **"Substitute Auto"** means a **non-owned auto** being temporarily used by **you** or a **resident** relative with the permission of the owner while **your insured auto** is being serviced or repaired, or if **your insured auto** is stolen or destroyed.
10. **"Utility Auto"** means an **auto** of the pick-up body, sedan delivery or panel truck type. This **auto** must have a gross vehicle weight of 10,000 pounds or less, according to manufacturer's specifications.
11. **"You"** or **"Your"** means the policyholder named on the Policy Declarations and that policyholder's **resident** spouse.

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 described in **our** rules. These changes 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; and
5. discount or surcharge applicability.

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

Coverage Changes

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

Duty To Report Policy Changes

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

You must notify **us** within 30 days when **you** acquire an **additional auto**. If **you** don't, the coverages under this policy will not apply to the **additional auto**.

When **you** acquire an **additional auto** or **utility auto** it will be covered by **Allstate** or one of its affiliates for 30 days immediately after **you** acquire ownership. However, **Allstate** or one of its affiliates will provide this coverage only if **Allstate** or one of its affiliates insures all other **autos** and **utility autos** **you** own, no other insurance policy provides coverage for this **auto**, and **you** pay the additional premium.

Coverage will be continued beyond this 30-day period only if:

1. **you** ask **us** to continue coverage within 30 days after **you** acquire the **auto** or **utility auto**;
2. **Allstate** or one of its affiliates agrees to continue coverage for this **additional auto** or **utility auto**; and
3. **you** pay the additional premium.

If **you** don't notify **us** within 30 days of acquiring a **replacement auto**, the coverage under Part 6—Protection Against Loss To Your Auto, of this policy will not apply to the **replacement auto**.

Notice

Your notice to an authorized **Allstate** agent shall be deemed to be notice to **us**.

What To Do If There Is A Loss

1. If an insured person has an accident involving a motor vehicle, **Allstate** or any authorized agent of **Allstate** must be informed as soon as possible of all details. As soon as possible, any person making a claim must give **us** written proof of loss, including all details **we** may need to determine the amounts payable.
2. **We** may require any person making a claim to file with **us** a sworn proof of loss. **We** may also require that person to submit to examinations under oath, separately and apart from others, and to sign the transcript.
3. If an insured person is sued as the result of a motor vehicle accident, **we** must be informed immediately.
4. **You** must allow **us** to inspect the damaged property.
5. **You** must 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.
6. **You** must report all theft losses promptly to the police.

Medical Reports

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

Assistance And Cooperation Of The Insured

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 are not obligated to provide reimbursement 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. Under Uninsured Motorists Insurance and Underinsured Motorists Insurance, **we** may require an insured person to take proper action to preserve all rights to recover damages from anyone responsible for the **bodily injury**.

Subrogation Rights

When **we** pay under Medical Payments Coverage, Uninsured Motorists Insurance, Underinsured Motorists Insurance or Protection Against Loss To The Auto, an insured person's rights of recovery from anyone else become **ours** up to the amount **we** have paid. An insured person must protect these rights and, at **our** request, help **us** enforce them.

Combining Limits Of Two Or More Autos Prohibited

The coverage limits applicable to any one **auto** or **utility auto** shown on the Policy Declarations will not be combined with or added to the coverage limits applicable to any other **auto** or **utility auto** shown on the Policy Declarations or covered by the policy. This means that no stacking or aggregation of coverages will be allowed by this policy. This is true even though a separate premium is charged for each of those **autos** or **utility autos**. This is true regardless of the number of:

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

If two or more **autos** or **utility autos** are shown on the Policy Declarations and one of these **autos** or **utility autos** is involved in an accident to which coverage applies, the coverage limits shown on the Policy Declarations for the involved **auto** will apply. If a covered accident involves an **auto** other than one shown on the Policy Declarations, or if an insured person is struck as a pedestrian in a covered accident, the highest coverage limits shown on the Policy Declarations for the applicable coverage for any one **auto** will apply.

Transfer

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

Payment

If **your** initial premium payment for **your** first policy period is by check, draft, or any remittance other than cash, such payment is conditional upon the check, draft, or remittance being honored upon presentation. If such check, draft, or remittance is not honored upon presentation, this policy shall be deemed void from its inception. This means that **Allstate** will not be liable under this policy for any claims or damages which would otherwise be covered had the check, draft, or remittance been honored upon presentation.

Conditional Reinstatement

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

Fraud Or Misrepresentation

This policy shall be deemed void from its inception if it was obtained or renewed through material misrepresentation, fraud or concealment of material fact. This means that **Allstate** will not be liable for any claims or damages which would otherwise be covered, had there not been material misrepresentation, fraud or concealment of material fact. **We** do not cover any loss or occurrence in which any insured person has concealed or misrepresented any material fact or circumstance.

Cancellation

Your Right to Cancel

You may cancel this policy by notifying **us** of the future date **you** wish to stop coverage. Any unearned premium amounts under \$2.00 will be refunded only upon **your** request.

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 part or all of this policy for any reason by mailing notice to **you** at least 20 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 part or all of this policy for one or more of the following reasons:

1. **you** don't pay the premium when it's due;
2. **you**, any member of **your** household, or any person who customarily operates an **insured auto** have had a driver's license or motor vehicle registration suspended or revoked during the policy period or, if the policy is a renewal, during its term or the 180 days immediately preceding the effective date of the renewal; or
3. **Allstate** has mailed notice within the first 59 days that **we** don't intend to continue the policy.

If the cancellation is for non-payment of premium, **we** will mail **you** notice at least 20 days before the cancellation takes effect. If the cancellation is for any of the other reasons stated above, **we** will mail notice to **you** at least 20 days before the cancellation takes effect.

Our mailing the 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. **We** will refund amounts under \$2.00 only upon **your** request. However, refund of unearned premium is not a condition of cancellation.

Non-Renewal

If **we** don't intend to continue the policy beyond the current policy period, **we** will mail **you** notice at least 60 days before the end of the policy period.

Loss Reduction Items

From time to time, **we** may provide **you** with certain items designed to help **you** manage the risks **you** face, loss reduction related items, discounts or incentives not otherwise specified herein.

Action Against Allstate

No suit or action may be brought against **us** unless there has been full compliance with all policy terms and conditions.

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

Bankruptcy Or Insolvency

The bankruptcy or insolvency of an insured person or that person's estate will not relieve **us** of any obligation under the policy.

Part 1—Automobile Liability Insurance

Bodily Injury Liability—Coverage AA

Property Damage Liability—Coverage BB

General Statement Of Coverage

If a premium is shown on the Policy Declarations for Bodily Injury Liability Coverage and Property Damage Liability Coverage, **Allstate** will pay damages which an **insured person** is legally obligated to pay because of:

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

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

We will not pay any punitive or exemplary damages, fines or penalties under Bodily Injury Liability or Property Damage Liability coverage.

We will defend an **insured person** sued as a result of a covered accident involving an **insured auto**. **We** will choose the counsel. **We** may settle any claim or suit if **we** believe it is proper. **We** will not defend an **insured person** sued for damages arising out of **bodily injury** or property damage which are not covered by this policy.

Our Right To Appeal

If an **insured person** or any other insurer elects not to appeal a judgment, **we** may do so. **We** will pay reasonable costs and interest incidental to the appeal. **We** will not be liable for more than the limit shown on **your** Policy Declarations plus the reasonable costs and interest incidental to the appeal.

Additional Payments Allstate Will Make

When **we** defend an **insured person** under Part 1, **we** will pay:

1. up to \$50 a day for the 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 a judgment entered against **you**, but only on that part of a judgment entered against **you** which does not exceed **our** limits of liability, until such time as **we** have paid, formally offered, or conditionally or unconditionally deposited in court, the amount for which **we** are liable under this policy. Interest will be paid only on that part of a judgment entered against **you** which does not exceed **our** limits of liability. This means that under no circumstances will **we** pay interest on that part of a judgment entered against **you** which exceeds **our** stated limits of liability.
4. premiums on appeal bonds and on bonds to release attachments, but not in excess of **our** limit of liability. **We** have no obligation, however, to apply for or furnish these bonds.

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

1. the cost of any bail bonds required because of an accident or traffic law violation involving the use of the **insured auto**. Payment won't exceed \$300 per bond. **We** have no obligation to apply for or furnish a bond.
2. reasonable expenses incurred by an **insured person** for first aid to other persons at the time of an **auto** accident involving the **insured auto**.

Additional Definition For Part 1

"**Insured Person(s)**" means:

1. While using **your insured auto**:
 - a. **you**,
 - b. any **resident**,
 - c. and any other person using it with **your** permission.
2. While using a **non-owned auto**:
 - a. **you**, and
 - b. any **resident** relative.

Exclusions—What Is Not Covered

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

1. **bodily injury** or property damage resulting from the ownership, maintenance or use, loading or unloading of the **insured auto** by any person as an employee of the United States government, while acting within the scope of such employment. This exclusion applies only if the provisions of the Federal Tort Claims Act, as amended, require the Attorney General of the United States to defend that person in any civil action or proceeding which may be brought for the **bodily injury** or property damage.
2. **bodily injury** or property damage arising out of the use of an **insured auto** while used to carry persons or property for a charge, or the use of any **auto** an **insured person** is driving while available for hire by the public. This exclusion does not apply to shared-expense car pools.
3. **bodily injury** or property damage arising out of **auto** or motor vehicle business operations such as repairing, servicing, testing, washing, parking, storing or selling of **autos** or motor vehicles. However, this exclusion does not apply to **you**, **resident** relatives, partners or employees of the partnership of which **you** or a **resident** relative are a partner, when using **your insured auto**.
4. **bodily injury** or property damage arising out of the use of a **non-owned auto** in any business or occupation of an **insured person**. However, this exclusion does not apply while **you**, **your** chauffeur, or domestic servant are using an **auto** or trailer.
5. **bodily injury** or property damage arising out of the ownership, maintenance, or use of a motor vehicle with less than four wheels.
6. **bodily injury** to an employee of any **insured person** arising out of or in the course of employment. This exclusion does not apply to **your** domestic employee who is not required to be covered by a workers' compensation law or similar law.
7. **bodily injury** to a co-worker injured in the course of employment. This exclusion does not apply to **you**.

8. **bodily injury** to any person related to an **insured person** by blood, marriage, or adoption and residing in that person's household.
9. damage to or destruction of property an **insured person** owns, transports, is in charge of, or rents. However, a private residence or a garage rented by that person is covered.
10. **bodily injury** or property damage intended by, or reasonably expected to result from, the intentional or criminal acts or omissions of, an **insured person**. This exclusion applies even if:
 - a. an **insured person** lacks the mental capacity to control or govern his or her conduct;
 - b. an **insured person** is temporarily insane or temporarily lacks the mental capacity to control or govern his or her conduct or is temporarily unable to form any intent to cause **bodily injury** or property damage;
 - c. such **bodily injury** or property damage is of a different kind or degree than intended or reasonably expected; or
 - d. such **bodily injury** or property damage is sustained by a different person than intended or reasonably expected.

This exclusion applies regardless of whether an **insured person** is actually charged with, or convicted of, a crime.

This exclusion precludes coverage for all **insured persons** under the policy regardless of whether the person seeking coverage participated in any way in the intentional or criminal acts or omissions.

11. **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.
12. **bodily injury** or property damage arising out of the participation in any prearranged or organized racing or speed contest, or in practice or preparation for any contest of this type.

Financial Responsibility

When this policy is certified as proof under any motor vehicle financial responsibility law, the insurance under this part of the 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 accident involving an **insured auto**. The limit stated for each person for **bodily injury** is **our** total limit of liability for all damages because of **bodily injury** sustained by one person, including all damages sustained by anyone else as a result of that **bodily injury**. Subject to the limit for each person, the limit stated for each accident is **our** total limit of liability for all damages for **bodily injury**. For property damage, the limit stated for each accident is **our** total limit of liability for property damage sustained in any single accident involving an **insured auto**.

The liability limits shown on the Policy Declarations may not be added to the limits for similar coverage applying to other motor vehicles to determine the limit of insurance coverage available. This applies regardless of the number of:

1. policies involved;

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

THIS MEANS THAT NO STACKING OR AGGREGATION OF AUTOMOBILE LIABILITY INSURANCE—BODILY INJURY AND PROPERTY DAMAGE WHATSOEVER WILL BE ALLOWED BY THIS POLICY.

If none of the **autos** shown on the Policy Declarations is involved in the accident, the highest limit of liability shown on the Policy Declarations for any one **auto** will apply.

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

If There Is Other Insurance

If more than one policy applies on a primary basis to an accident involving **your insured auto**, we will bear **our** proportionate share with other collectible liability insurance.

If an **insured person** is using a **substitute auto** or **non-owned auto**, **our** liability insurance will be excess over other collectible insurance. However, if an **insured person** is operating an **insured auto** which is owned by a person, firm, or corporation in the business of selling, leasing, repairing, servicing, delivering, testing, road testing, parking, or storing motor vehicles, **our** liability insurance will apply on a primary basis.

Additional Interested Parties

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

We will mail or deliver at least 10 days notice to an additional interested party if **we** cancel or make any changes to this policy which adversely affect that party's interest. **Our** notice will be considered properly given if mailed to the last known address of the additional interested party.

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

Part 2—Automobile Medical Payments—Coverage CC

General Statement Of Coverage

If a premium is shown on the Policy Declarations for Automobile Medical Payments, **Allstate** will pay to or on behalf of an **insured person** all reasonable expenses actually incurred by the **insured person** for necessary medical treatment, medical services or medical products actually provided to the **insured person** by a state licensed health care provider. Ambulance, hospital, medical, surgical, X-ray, dental, orthopedic and prosthetic devices,

professional nursing services, pharmaceuticals, eyeglasses, hearing aids, and funeral expenses are covered. Payment will be made only when **bodily injury** is caused by a motor vehicle accident.

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

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

Additional Definitions For Part 2

1. "**Insured Person(s)**" means:
 - a. **You** and any **resident** relative who sustains **bodily injury** while in, on, getting into or out of, or getting on or off of, or when struck as a pedestrian by a **motor vehicle** or trailer. The use of a **non-owned auto**, must be with the owner's permission.
 - b. Any other person who sustains **bodily injury** while in, on, getting into or out of, or getting on or off of:
 - i. **Your insured auto** while being used as a vehicle by **you**, a **resident** relative, or any other person with **your** permission.
 - ii. A **non-owned auto** or trailer if the injury results from the operation or occupancy by:
 - (a) **you**,
 - (b) **your** private chauffeur or domestic servant on **your** behalf, or
 - (c) a **resident** relative.
2. "**Motor Vehicle**" means a land motor vehicle designed for use on public roads.

Exclusions—What Is Not Covered

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

1. intended by, or reasonably expected to result from, the intentional or criminal acts or omissions of an **insured person**. This exclusion applies even if:
 - a. an **insured person** lacks the mental capacity to control or govern his or her own conduct;
 - b. an **insured person** is temporarily insane or temporarily lacks the mental capacity to control or govern his or her conduct or is temporarily unable to form any intent to cause **bodily injury**;
 - c. such **bodily injury** is of a different kind or degree than intended or reasonably expected; or
 - d. such **bodily injury** is sustained by a different person than intended or reasonably expected.

This exclusion applies regardless of whether or not an **insured person** is actually charged with, or convicted of, a crime.

This exclusion precludes coverage for any **insured persons** under the policy regardless of whether the person seeking coverage participated in any way in the intentional or criminal acts or omissions.



2. to **you** or a **resident** relative while in, on, getting into or out of, or getting on or off of, an **auto** owned by **you** or a **resident** relative which is not insured for this coverage.
3. to **you** or a **resident** relative while in, on, getting into or out of, getting on or off 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.
4. to any person while in, on, getting into or out of, or getting on or off of:
 - a. an **auto** owned by **you** or a **resident** relative while available for hire by the public. This exclusion does not apply to shared-expense car pools; or
 - b. an **auto** or trailer while used as a residence or premises.
5. to any person, other than **you** or a **resident** relative, while using a **non-owned auto**:
 - a. which is available for hire by the public;
 - b. in **auto** or **motor vehicle** business operations such as repairing, servicing, testing, washing, parking, storing or selling of **autos** or **motor vehicles**; or
 - c. in any other business or occupation.

Coverage is provided for **you** or **your** private chauffeur or domestic servant while using an **insured auto** or trailer in any other business or occupation.

6. caused by war or warlike acts, including, but not limited to, insurrection, rebellion, or revolution.
7. to any person when **bodily injury** arises out of participation in any prearranged or organized racing or speed contest or in practice or preparation for any contest of this type.
8. to any person or dependent of a person to the extent that such person or dependent has received benefits provided by the U.S. government under a contract of employment including past or present military duty.

We will reimburse the U.S. government, as required in Chapter 55 of Title 10 of the U.S. Code, for expenses covered under this part of the policy when it incurs such expenses on behalf of an **insured person** through a facility of the uniformed services.

Limit 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 **motor vehicle** accident.

The Automobile Medical Payments Coverage limit of liability shown on the Policy Declarations may not be added to the limit(s) for similar coverage applying to other **autos** or **motor vehicles** to determine the limit of insurance coverage available. This applies regardless of the number of:

1. policies involved;
2. vehicles involved;
3. persons covered;
4. claims made;

5. vehicles or premiums shown on the Policy Declarations; or
6. premiums paid.

THIS MEANS THAT NO STACKING OR AGGREGATION OF AUTOMOBILE MEDICAL PAYMENTS WHATSOEVER WILL BE ALLOWED BY THIS POLICY.

If none of the **autos** shown on the Policy Declarations is involved in the accident, the highest limit of liability shown on the Policy Declarations for any one **auto** will apply.

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

1. \$2,000; or
2. the Automobile Medical Payments Coverage limit of liability stated on the Policy Declarations; or
3. the remaining portion of the Automobile Medical Payments Coverage 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 limit of liability shown on the Policy Declarations for Automobile Medical Payments. 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 who is a **resident** of the same household at the time of the accident. In all other cases, the benefit is payable to the deceased **insured person's** estate.

There will be no duplication of payments made under the Bodily Injury Liability Coverage, Uninsured Motorists and 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 Coverage or Uninsured Motorists and Underinsured Motorists Insurance coverages of this policy will be reduced by that amount.

Unreasonable Or Unnecessary Medical Expenses

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

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

No **insured person** may sue **Allstate** for medical expenses **Allstate** deems unreasonable or unnecessary unless:

1. the **insured person** has paid the entire disputed amount to the medical services provider; or
2. the medical services provider has expressly threatened or initiated collection activity toward the insured.

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.

Part 3—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 a **motor vehicle** accident. The injury must be sustained while the insured person is in, on, or getting into or out of an **auto** or trailer, or when struck as a pedestrian by a **motor vehicle** or trailer.

Benefits will be paid only if:

1. death occurs within 90 days of the accident; or
2. death occurs within 1 year of the accident and the bodily injury has continuously prevented the insured person from performing the usual duties 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 of the policy.

"**Auto**" means a land motor vehicle with at least four wheels designed for use principally upon public roads.

"**Motor Vehicle**" means a land motor vehicle designed for use principally upon public roads.

Exclusions—What Is Not Covered

This coverage does not apply to death:

1. sustained in the course of an occupation by any person while:
 - a. operating, loading, unloading, assisting on, or performing any other duties related to the use of a commercial **auto** or an **auto** hired or rented to others for a charge.
 - b. repairing or servicing **autos**, including any related duties.
2. due to suicide, whether sane or insane.
3. due to any act of war, insurrection, rebellion, or revolution.
4. sustained while in, on, or getting into or out of, or when struck as a pedestrian by:
 - a. a vehicle operated on rails or crawler-treads; or
 - b. a vehicle or other equipment designed for use principally off public roads while not upon public roads; or
 - c. a vehicle when used as a residence or premises.

5. arising out of any prearranged or organized racing or speed contest or practice or preparation for any contest of this type.

Payment Of Benefits; Autopsy

The benefit is payable to the deceased insured person's spouse if a resident of the same household at the time of the accident. However, if the deceased is a minor, the benefit is payable to any parent who 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.

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

Consent Of Beneficiary

Consent of the beneficiary is not required for cancellation, assignment, change of beneficiary, or any other change under this coverage.

Proof Of Claim; Medical Reports

As soon as possible, **we** must be given written proof of claim including all details reasonably required by **us** to determine if benefits are payable.

The deceased insured person's representative must authorize **us** to obtain medical reports and copies of records.

Part 4—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 a **motor vehicle** accident. The injury must be sustained while the insured person is in, on, or getting into or out of an **auto** or trailer, or when struck as a pedestrian by a **motor vehicle** or trailer.

Benefits will be paid only if the disability:

1. commences within 14 days of the date of the accident; and
2. extends beyond 14 consecutive days from the date of the accident; and
3. during the first year after commencement continuously prevents the insured person from performing the usual duties pertaining to that person's occupation; and
4. during the second and subsequent years after commencement continuously prevents the insured person from engaging in any occupation or employment for wage or profit.

Benefits are payable from the day the disability commences.

The benefit shown on the Policy Declarations for this coverage will not exceed \$30 per week for a maximum of 52 weeks if the insured person is not employed at the time of the accident.

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 of the policy.

"**Auto**" means a land motor vehicle with at least four wheels designed for use principally upon public roads.

"**Motor Vehicle**" means a land motor vehicle designed for use principally upon public roads.

Exclusions—What Is Not Covered

This coverage does not apply to disability:

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

To Whom And When Payment Is Made

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

Proof Of Claim; Medical Reports

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

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

Part 5—Uninsured Motorists Insurance— Coverage SS Underinsured Motorists Insurance—Coverage SU

General Statement Of Coverage

If a premium is shown on the Policy Declarations for Uninsured Motorists Insurance and Underinsured Motorists Insurance, **we** will pay damages which an **insured person** is legally entitled to recover from the owner or operator of

an uninsured or underinsured auto because of **bodily injury** sustained by an **insured person**.

The **bodily injury** must be caused by accident and arise out of the ownership, maintenance, or use of an uninsured or underinsured auto. **We** will not pay any punitive or exemplary damages, fines or penalties under Uninsured Motorists Insurance and Underinsured Motorists Insurance.

An Uninsured Auto Is:

1. a **motor vehicle** which has no bodily injury liability bond or insurance policy in effect at the time of the accident.
2. a **motor vehicle** covered by a bond or insurance policy which doesn't provide at least the minimum financial security requirements of the state in which **your insured auto** is principally garaged.
3. a **motor vehicle** for which the insurer, other than **Allstate** under this policy, denies coverage or becomes insolvent.
4. a hit-and-run **motor vehicle** which causes **bodily injury** to an **insured person** whether or not physical contact was made with the **insured person** or with a vehicle occupied by that person. The identity of the operator and the owner of the vehicle must be unknown. The accident must be reported within 24 hours to the proper authorities. **We** must be notified within 30 days. If the **insured person** was occupying a vehicle at the time of the accident, **we** have a right to inspect it.

An Underinsured Auto Is A Motor Vehicle

which has liability protection in effect and applicable at the time of the accident in an amount equal to or greater than the minimum Financial Responsibility requirements in the state of South Dakota, but less than the damages the **insured person** is legally entitled to recover.

An Uninsured Auto Or Underinsured Auto Is Not:

1. a **motor vehicle** that is lawfully self-insured.
2. a **motor vehicle** which is insured under the Automobile Liability Insurance of this policy.
3. a **motor vehicle** owned by any federal, state, or local government or agency.

Additional Definitions For Part 5

1. "**Insured Person(s)**" means:
 - a. **you** and any **resident** relative.
 - b. any person while in, on, getting into or out of, or getting on or off, an **insured auto** with **your** permission.
 - c. 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.
2. "**Motor Vehicle**" means a land motor vehicle or trailer other than:
 - a. a vehicle or other equipment designed for use off public roads, while not on public roads,
 - b. a vehicle operated on rails or crawler-treads, or
 - c. a vehicle when used as a residence or premises.

Exclusions—What Is Not Covered

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

1. **bodily injury** to any person, if that person or that person's legal representative makes a settlement without **our** written consent. This will include any payment made by any person on behalf of the uninsured or underinsured motorist.
2. **bodily injury** while in, on, getting into or out of, or getting on or off, a vehicle which **you** own which is insured for this coverage under another policy. This exclusion does not apply to **you** or **resident** relatives.
3. **bodily injury** arising out of the use of an **insured auto** while used to carry persons or property for a charge, or the use of any **auto** an **insured person** is driving while available for hire by the public. This exclusion does not apply to shared-expense car pools.
4. **bodily injury** if the payment would directly or indirectly benefit any workers' compensation or disability benefits insurer. This includes a self-insurer.

Limits Of Liability

The coverage limit shown on the Policy Declarations for:

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

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

1. claims made;
2. policies issued;
3. persons covered;
4. vehicles, premiums, or persons shown on the Policy Declarations; or
5. vehicles involved in the accident.

THIS MEANS THAT NO STACKING OR AGGREGATION OF UNINSURED OR UNDERINSURED MOTORISTS INSURANCE WHATSOEVER WILL BE ALLOWED BY THIS POLICY.

The Uninsured Motorists Insurance and Underinsured Motorists Insurance limits apply to each **insured auto** as shown on the Policy Declarations.

If none of the **autos** shown on the Policy Declarations is involved in the accident, the highest limits of liability shown on the Policy Declarations for any one **auto** will apply.

Damages payable under Uninsured Motorists Insurance and Underinsured Motorists Insurance shall be reduced by:

1. all amounts paid or payable by or on behalf of any person or organization that may be legally responsible for the **bodily injury** for which the payment is made, including, but not limited to, any amounts paid under the bodily injury liability coverage of this or any other insurance policy.

2. all amounts payable under any workers' compensation law, disability benefits law or similar law, Automobile Medical Payments, or any similar automobile medical payments coverage.

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

The limits payable under Coverage SU will be reduced by all amounts paid under the bodily injury liability coverage of the underinsured motorist.

If There Is Other Insurance

If the **insured person** was in, on, getting into or out of or getting on or off, a vehicle **you** do not own which is insured for this coverage under another policy, this coverage will be excess. This means that when the **insured person** is legally entitled to recover damages in excess of the other policy limit, **we** will pay up to **your** policy limit, but only after the other insurance has been exhausted. No **insured person** may recover duplicate benefits for the same elements of loss under this coverage and the other insurance.

If more than one policy applies to the accident on a primary basis, the total benefits payable to any one person will not exceed the maximum benefits payable by the policy with the highest limit of uninsured motorists coverage or underinsured motorists coverage. **We** will bear **our** proportionate share with other uninsured or underinsured motorists benefits. This will apply no matter how many autos or auto policies may be involved whether written by **Allstate** or another company.

Non-Duplication Of Benefits

No injured person will recover duplicate benefits for the same elements of loss under this or any other uninsured or underinsured motorists insurance, including approved plans of self-insurance.

Trust Agreement

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

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

Legal Actions

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

If, at any time before **we** pay for the loss, an **insured person** institutes a suit against anyone believed responsible for the accident, **we** must be given a copy of the summons and complaint or other process. No judgment for damages arising out of a suit brought against the owner or operator of an **uninsured or underinsured auto** or settlement entered into with the owner or operator of an **uninsured or underinsured auto** is binding on **us** unless **we**:

1. received notice of the pendency of the suit within 20 days of the filing of the suit resulting in judgment, or reasonable notice of the negotiations resulting in the settlement; and
2. had a reasonable opportunity to protect **our** interests in the suit or negotiations resulting in settlement.

If We Cannot Agree

If the **insured person** and **we** don't agree on that person's right to receive damages or on the amount, then upon mutual consent, the disagreement will be settled by arbitration. If the **insured person** and **we** do not agree to arbitrate, then the disagreement will be resolved in a court of competent jurisdiction. The arbitrators will not have the power to decide any dispute regarding the nature or the amount of the coverage provided by the policy or claims for damages outside the terms of the policy, including, but not limited to, claims for bad faith, fraud, misrepresentation, punitive or exemplary damages, attorney fees and/or interest. Arbitration will take place under the rules of the American Arbitration Association or as agreed to by the parties.

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

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

Part 6—Protection Against Loss To The Auto

Other information applicable to all these coverages appears after all the coverage descriptions.

Auto Collision Insurance—Coverage DD

If a premium is shown on the Policy Declarations for Auto Collision Insurance, **Allstate** will pay for direct and accidental loss to an **insured auto** from a collision with another object or by upset of that **auto** or trailer.

Auto Comprehensive Insurance—Coverage HH

If a premium is shown on the Policy Declarations for Auto Comprehensive Insurance, **Allstate** will pay for direct and accidental loss to an **insured 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. Plastic or other materials used by the manufacturer as substitutes for glass will also be considered glass.

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

Towing And Labor Costs—Coverage JJ

If a premium is shown on the Policy Declarations for Towing And Labor Costs, **Allstate** will pay costs for labor performed at the initial place of disablement and for towing made necessary by the disablement of **your insured auto** or a non-owned **auto**. The total limit of **our** liability for towing and labor caused by a single loss is stated on the Policy Declarations.

Lease Or Loan Gap Coverage—Coverage LG

If a premium is shown on the Policy Declarations for Lease Or Loan Gap Coverage, and if the amount **you** owe under the terms of the auto lease or loan agreement on **your auto** exceeds the actual cash value of the **auto**, then **Allstate** will pay the difference between these amounts in the event of a total loss due to physical damage or theft of that **auto**. **We** may pay **you** and the lessor or lienholder named on the Policy Declarations.

Lease Or Loan Gap Coverage applies only if **you** have both Auto Collision and Comprehensive Insurance in effect under this policy and the loss is covered under either coverage. This coverage applies only to the original lease or loan written on **your auto** and applies only if **your auto** was not previously titled. If, according to the information **you** have given **us**, the lease or loan ends during the policy period, **we** will stop this coverage at the end of that policy period. However, **you** must tell **us** if **you** want this coverage to end at an earlier date.

Repair Or Replacement Cost Coverage—Coverage RC

If a premium is shown on the Policy Declarations for Repair Or Replacement Cost Coverage—Coverage RC, it will be **Allstate's** option to pay to repair or replace the **auto** to which Coverage RC applies as shown on the Policy Declarations for a covered loss if **you** have purchased both Auto Collision Insurance and Auto Comprehensive Insurance and either coverage is applicable to the loss. This coverage does not apply to loss caused by fire, theft, larceny or flood.

This coverage will continue until the first policy renewal after the coverage has been in effect for three years. Repair Or Replacement Cost Coverage does not automatically transfer to any **replacement auto** or **additional auto** acquired during the policy period. This coverage does not apply to any other vehicle, including, but not limited to, **additional autos**, **replacement autos**, or **substitute autos**.

Rental Reimbursement Coverage—Coverage UU

If a premium is shown on the Policy Declarations for Rental Reimbursement Coverage, and if **you** have an **auto** accident, or the entire **insured auto** is stolen, **Allstate** will reimburse **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.

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

Sound System Coverage—Coverage ZA

If a premium is shown on the Policy Declarations for Sound System Coverage, **Allstate** will pay for loss to a **sound system**.

Sound System Coverage applies only if Auto 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

If a premium is shown on the Policy Declarations for Tape Coverage, **Allstate** will pay for loss to any tapes, compact discs or similar items used with **auto sound systems**. Coverage applies to property owned by **you** or a **resident** relative that is in or upon **your insured auto** at the time of the loss. The total limit of **our** liability for each loss is shown on the Policy Declarations.

This coverage applies only if **you** have Auto Comprehensive Insurance under the policy. Tape Coverage makes tapes, compact discs, or similar items insured property under **your** Auto Comprehensive Insurance.

Additional Payments Allstate Will Make Under Part 6

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 Auto Collision Insurance;
- b. the entire **auto** is stolen, and **you** have purchased Auto Comprehensive Insurance; or
- 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 Auto Comprehensive Insurance.

The amount stated under paragraph 1 above is the maximum **we** will pay, regardless of the number of vehicles insured.

2. If **you** have purchased Auto Collision or Auto Comprehensive Insurance under this policy, **Allstate** will pay general average and salvage charges imposed when **your insured auto** is being transported.

Additional Definitions For Part 6

1. "**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.
2. "**Insured Person(s)**" means:
 - a. While using **your insured auto**:
 - i. **you**,
 - ii. any **resident**,
 - iii. and any other person using it with **your** permission.
 - b. While using a **non-owned auto**:
 - i. **you**, and
 - ii. any **resident** relative.
3. "**Motor Home**" means a self-propelled vehicle equipped, designed or used as a living quarters.
4. "**Sound System**" means any device permanently installed inside **your insured auto** by bolts, brackets, or other similar means designed for:
 - a. voice or video transmission, or for voice or video 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.

A **sound system** also includes antennas or other apparatus in or on **your insured auto** used specifically with that system, if permanently installed. Apparatus does not include sound reproducing media such as compact discs or cassette tapes. A **sound system** does not include any equipment that is externally exposed except for antennas.
5. "**Travel-trailer**" means a trailer of the house, cabin or camping type equipped or used as a living quarters.

Losses We Do Not Cover Under Coverages DD, HH, JJ, LG, RC, UU, ZA, and ZZ

We do not cover loss to the property described in Auto Collision Insurance—Coverage DD, Auto Comprehensive Insurance—Coverage HH, Towing And Labor Costs—Coverage JJ, Lease Or Loan Gap Coverage—Coverage LG, Repair Or Replacement Cost Coverage—Coverage RC, Rental Reimbursement Coverage—Coverage UU, Sound System Coverage—Coverage ZA, and Tape Coverage—Coverage ZZ, consisting of or caused by:

1. Property damage intended by, or reasonably expected to result from the intentional or criminal acts or omissions of, an **insured person**. This exclusion applies even if:

- a. an **insured person** lacks the mental capacity to control or govern his or her own conduct;
- b. an **insured person** is temporarily insane or temporarily lacks the mental capacity to control or govern his or her conduct or is temporarily unable to form any intent to cause property damage;
- c. such property damage is of a different kind or degree than intended or reasonably expected; or
- d. such property damage is sustained by a different person than intended or reasonably expected.

This exclusion applies regardless of whether an **insured person** is actually charged with, or convicted of, a crime.

This exclusion precludes coverage for any **insured persons** under the policy regardless of whether the person seeking coverage participated in any way in the intentional or criminal acts or omissions.

2. property damage arising out of the use of any **auto** used to carry persons or property for a charge, or the use of any **auto** an **insured person** is driving while available for hire by the public. This exclusion does not apply to shared-expense car pools.
3. any damage or loss to any **non-owned auto** arising out of **auto** or motor vehicle business operations such as repairing, servicing, testing, washing, parking, storing, or selling of **autos** or motor vehicles.
4. any damage or loss to any **non-owned auto** with more than four wheels.
5. any damage or loss resulting from any act of war, insurrection, rebellion or revolution.
6. any damage or loss due to radioactive contamination.
7. any damage or loss resulting from:
 - a. wear and tear;
 - b. freezing; or
 - c. 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.
8. loss to 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.
9. loss to any **sound system** within **your insured auto**. Coverages under this Part also will not apply to any apparatus in or on **your insured auto** designed for use with that system. This exclusion will not apply if **you** have purchased Sound System Coverage.
10. loss to any tapes, compact discs or similar items. This exclusion will not apply if **you** purchased Tape Coverage under this policy.
11. loss to a **camper unit** whether or not mounted. This exclusion will not apply if the **camper unit** is described on the Policy Declarations.
12. loss to appliances, furniture, equipment and accessories that are not built into or forming a permanent part of a **motor home** or **travel-trailer**.
13. loss to **your motor home** or **travel-trailer** while rented to anyone else unless a specific premium is shown on the Policy Declarations for the rented vehicle.
14. loss arising out of participation in any prearranged or organized racing or speed contest or in practice or preparation for any contest of this type.
15. confiscation or seizure by a government authority.
16. loss due to conversion or embezzlement by any person who has the vehicle due to any rental, lease, lien or sales agreement.
17. home, office, store, display, or passenger trailers, **travel-trailers** or **camper units**. This exclusion will not apply if the item is described on the Policy Declarations.
18. any device that is designed for the detection of radar or laser.

Payment Of Loss By Allstate

Allstate may pay for the loss in money, or may repair or replace the damaged or stolen property at **our** option. **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.

Right To Appraisal

If **you** and **Allstate** do not agree on the amount of the loss, then upon mutual consent, the disagreement will be settled by appraisal. 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 select 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 agreement by any two of these three persons will determine the amount of the loss.

If **you** and **Allstate** do not agree to an appraisal, then the disagreement will be resolved in a court of competent jurisdiction.

Limits Of Liability

Allstate's limit of liability is the lesser of:

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

Any applicable deductible amount is then subtracted.

If **Allstate**, at its option, elects to pay for the cost to repair or replace the property or part, **Allstate's** liability does not include any decrease in the property's value, however measured, resulting from the loss and/or repair or

replacement. If repair or replacement results in the betterment of the part, **you** may be responsible, subject to applicable state laws and regulations, for the amount of the betterment.

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

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

Limits Of Liability Under Lease Or Loan Gap Coverage

If the Policy Declarations indicates a premium charge for Lease Or Loan Gap Coverage-Coverage LG, **our** limit of liability with respect to that coverage is the amount **you** owe under the terms of the **auto** lease or loan agreement to which the **auto** described on the Policy Declarations page is subject. The amount payable will be reduced by:

1. overdue payments and the financial penalties associated with those payments;
2. the transfer or rollover of a previous outstanding lease or loan balance from another vehicle to the original lease or loan for the **auto** described on the Policy Declarations;
3. the dollar amount of unrepaired damage which occurred prior to the total loss of **your auto**, and
4. all refunds paid or payable to **you** as a result of the early termination of the lease or loan agreement or, to the extent financed, as a result of the early termination of any warranty or extended service agreement on **your auto**.

Limits Of Liability Under Repair Or Replacement Cost Coverage

If the Policy Declarations indicates a premium charge for Repair Or Replacement Cost Coverage-Coverage RC, it will be **our** option to pay to repair or replace the **auto** to which Coverage RC applies as shown on the Policy Declarations for a covered loss, subject to the applicable Auto Collision Insurance or Auto Comprehensive Insurance deductible, but without a deduction for depreciation. This coverage does not apply to loss caused by fire, theft, larceny or flood.

However, the most **we** will pay for the loss will be the lesser of the:

1. Cost of repair or replacement of the property or part using parts manufactured by or for the vehicle's manufacturer or parts from other sources, including, but not limited to, non-original equipment manufacturers as permitted by state laws and regulations.
2. Cost of a new **auto** of the same make and model with the same equipment. If an **auto** of the same make and model with the same equipment is not available, the new **auto** must be of similar size, class, body type and equipment. A new **auto** is an **auto** that has not been previously titled and is of the latest model year available at the time of the loss.

We reserve the right to repair, or to replace the damaged property or to pay for the loss in money.

In no event, shall an **insured person** be entitled to recover for the same element of loss under both Repair Or Replacement Cost Coverage and Auto Collision Insurance or Repair Or Replacement Cost Coverage and Auto Comprehensive Insurance.

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.

Lease Or Loan Gap Coverage is excess over any other collectible insurance.

No Benefit To Bailee

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

Loss Payable Clause

If a lienholder is shown in the declarations, **we** may pay loss under this policy to **you** and to the lienholder as its interest may appear. The lienholder's interest will not be voided by:

1. any act or neglect of the owner of the **auto**; or
2. any change in title or ownership of the **auto** if the lienholder notifies **us** within 10 days.

If **you** do not pay the premium when due, the lienholder must, at **our** request, pay the premium; otherwise, **we** may cancel this policy.

The lienholder must notify **us** of any known increase in hazard. The lienholder must pay, at **our** request, the premium for any increase in hazard; otherwise, this policy will be void.

We may cancel this policy according to its terms. Cancellation is also effective with respect to the lienholder's interest. **We** will mail at least 10 days written notice, by certificate of mailing, to the lienholder, if **we** cancel this policy.

If **you** do not submit proof of loss within the time specified in this Part, the lienholder must do so within 60 days. Proof of loss must be submitted in the form and manner specified below. The lienholder will be subject to provisions relating to appraisal, time of payment and bringing suit.

When **we** make payments to the lienholder for loss under this policy or for loss for which you are not covered, **we** will be subrogated to the rights of the party **we** pay, to the extent of **our** payment. **We** have the option to pay the lienholder the entire amount due or which will become due on the mortgage or other security agreement with interest and receive full assignment and transfer of the mortgage or security agreement. **Our** right to subrogation will not impair the lienholder's right to recover the full amount of its claim.