

Auto Policy

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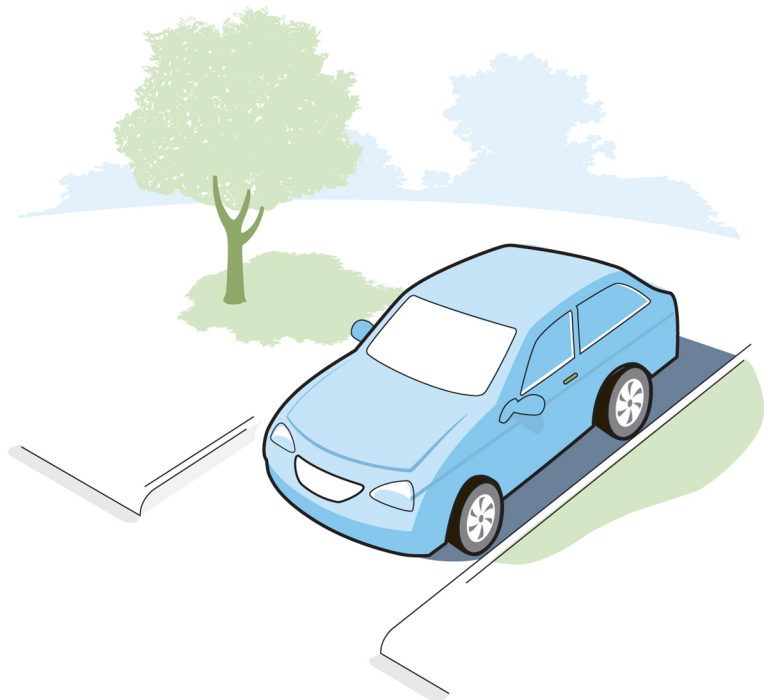


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A Stock Company - Home Office: Northbrook, Illinois 60062

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 provisions are 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.
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 the **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** 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** 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**;
2. **Allstate** or one of its affiliates agrees to continue coverage for this **additional 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 5—Protection Against Loss To The 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**.

Combining Limits Of Two Or More Autos Prohibited

The coverage limits applicable to any one **auto** shown on the Policy Declarations will not be combined with or added to the coverage limits applicable to any other **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**. 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** are shown on the Policy Declarations and one of these **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 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. Your return premium, if any, will be refunded at the time of cancellation or as soon as possible.

Our Right To Cancel

During the policy period, **Allstate** may cancel part or all of this policy by mailing notice to **you** at **your** last known address. If **we** cancel because **you** didn't pay the premium, the date of cancellation will be at least 10 days after the date of mailing. If **we** cancel for any reason other than non-payment of premium, notice will be as follows:

1. During the first 59 days the original policy is in effect, the date of cancellation will be at least 10 days after the date of mailing.
2. After the first 59 days of the original policy period, the date of cancellation will be at least 20 days after the date of mailing.

When this policy has been in effect for 59 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** has 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 policy period or the preceding 180 days;
3. Fraud or material misrepresentation made by or with the knowledge of any **insured person** in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
4. The insured auto is:
 - a. so mechanically defective that its operation might endanger public safety;
 - b. used in carrying passengers for hire or compensation; provided, however, that the use of an **auto** for a car pool is not use of an **auto** for hire or compensation;
 - c. used in the transportation of flammables or explosives or for an illegal purpose;
 - d. an authorized emergency vehicle; or
 - e. altered during the policy period so as to substantially increase the risk.
5. **Allstate** has mailed notice within the first 59 days that **we** don't intend to continue the policy.

Proof of mailing the notice of cancellation to **you** at **your** last mailing address known to **us** shall be sufficient proof of notice. Coverage under this policy will terminate on the effective date and time 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.

Non-Renewal

If **we** don't intend to renew **your** policy, **we** will mail **you** notice at least 30 days before the end of the policy period. Proof of mailing the notice of non-renewal to **you** shall be deemed proof of notice.

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 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, including loss of use.

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 pay for damages to a **rental vehicle** without regard to fault or negligence, subject to the exclusions and limitations of this policy. Therefore, **you** may not need to purchase additional coverage from a rental company. **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**, 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. **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. 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 Definitions For Part 1

1. "**Insured Person(s)**" means:
 - a. While using **your insured auto**:
 - i. you,
 - ii. any resident, and
 - iii. any other person using it with your permission.
 - b. While using a **non-owned auto**:
 - i. **you**, and
 - ii. any **resident** relative.
2. "**Rental Vehicle**" means a **non-owned auto** owned by a person engaged in the business of renting **autos**, and for which the rental agreement is for a term no longer than 30 continuous days.

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. damage to or destruction of property an **insured person** owns, transports, is in charge of, or rents. However, a private residence or a garage rented by that person is covered.
9. **bodily injury** or property damage 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 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.

10. **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.
11. **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.

There will be no duplication of payment made under the Bodily Injury Liability and Uninsured Motorists Coverages of 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.

Where property damage occurs to a **rental vehicle** used by an insured person and two or more policies apply, the insurer paying the claim is entitled to a pro-rata contribution from any other applicable insurer. If the **insured person** using the **rental vehicle** is also covered by that person's employer's insurance policy, **our** property damage liability insurance will be excess.

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—Personal Injury Protection-Coverage VA

Allstate will pay to or on behalf of an **injured person** the following benefits in accordance with the North Dakota Auto Accident Reparations Act. Payments will be made only when **bodily injury** is caused by an accident arising from the operation, maintenance, or use of a **motor vehicle** as a **motor vehicle**.

1. Medical Expenses

- All reasonable and necessary treatment charges incurred. This covers:
- a. medical, surgical, dental and hospital care;
 - b. ambulance, x-ray and prosthetic devices; and
 - c. professional nursing services or services for remedial treatment and care rendered in accordance with a recognized religious healing method.

This benefit does not include charges for room in any hospital, clinic, convalescent or nursing home, extended care facility or any similar facility in excess of a reasonable and customary charge for semi-private accommodations, except when the **injured person** requires intensive care.

2. Rehabilitation Expenses

- The cost of a procedure or treatment of rehabilitation or a course of rehabilitative occupational training if:
- a. the procedure, treatment or training is reasonable and appropriate for the particular case;
 - b. its cost is reasonable in relation to its probable rehabilitative effects; and
 - c. it is likely to contribute substantially to medical or occupational rehabilitation.

3. Work Loss

85% of loss of income from work an **injured person** would have performed had that person not been injured. The **injured person** must normally have been engaged in gainful employment. Benefits will be reduced by any income from substitute work performed by the **injured person** or by income the **injured person** would have earned in available appropriate substitute work which that person was capable of performing but unreasonably failed to undertake. This benefit ends upon the death of the **injured person**.

4. Replacement Service Loss

Expenses incurred in obtaining from others (excluding members of the **injured person's** household) ordinary and necessary services usually performed by the **injured person** without income, for the direct benefit

of the **injured person** or the **injured person's** household. This benefit ends upon the death of the **injured person**.

5. **Survivors Income Loss**

Loss sustained after the death of an **injured person** by that person's **survivors** during their dependency. This consists of loss of the contributions they would have received for their support from the **injured person** out of income from work the **injured person** would normally have performed had that person lived.

6. **Survivors Replacement Services Loss**

Expenses incurred by the **survivors** of the deceased **injured person** in obtaining from others (excluding members of the deceased **injured person's** household) ordinary and necessary services the deceased **injured person** would have performed, not for income but for the benefit of that person's household.

7. **Funeral Expenses**

Reasonable expenses incurred for a professional funeral, cremation or burial.

Additional Definitions For Part 2

1. **"Bodily Injury"** means bodily injury, sickness, or disease, including death resulting therefrom, arising out of the operation, maintenance, or use of a **motor vehicle**, and which is accidental as to the person claiming Personal Injury Protection benefits.
2. **"Insured Motor Vehicle"** means a **motor vehicle**:
 - a. covered under this policy for **bodily injury** liability insurance, and for which a specific premium is charged; and
 - b. for which **you** are required to maintain security under the North Dakota Auto Accident Reparations Act.
3. **"Injured Person(s)"** means:
 - a. **you**, or a **resident relative** who sustains **bodily injury**:
 - i. while in, on, getting into or out of, or getting on or off a **motor vehicle**; or
 - ii. when struck as a pedestrian by any **motor vehicle** or motorcycle in an accident involving a **motor vehicle**.
 - b. any other person who sustains **bodily injury**:
 - i. while in, on, getting into or out of, or getting on or off the **insured motor vehicle**.
 - ii. when struck as a pedestrian by the **insured motor vehicle**.
4. **"Motor Vehicle"** means a vehicle:
 - a. having more than three load-bearing wheels; and
 - b. of a kind required to be registered under the laws of North Dakota relating to motor vehicles; and
 - c. designed primarily for operation on the public streets, roads and highways; and
 - d. which is driven by power other than muscular power.

A **motor vehicle** includes a trailer while drawn by or attached to such a vehicle.

5. **"Resident Relative"** means a spouse or any other person related to **you** by blood, marriage or adoption, including a ward or foster child, who actually resides in **your** household. These persons will be considered **resident relatives**, even if temporarily living elsewhere.
6. **"Ridesharing Arrangement"** means the transportation of persons in a **motor vehicle** where the transportation is incidental to another purpose of the driver or owner and is not provided for financial gain. **Ridesharing arrangements** include car pools and van pools.
7. **"Survivor"** means a dependent survivor of a deceased **injured person** and includes only the following:
 - a. the surviving spouse of the deceased **injured person** if residing in the same household at the time of the **injured person's** death. The dependency of such spouse ends upon remarriage.
 - b. other persons receiving support from the deceased **injured person** at the time of that person's death, which would qualify them as dependents for federal income tax purposes under the Federal Internal Revenue Code.

Exclusions—What Is Not Covered

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

1. to **you**, while in, on, getting into or out of, or getting on or off, a **motor vehicle** you own that is not an **insured motor vehicle**.
2. to any **resident relative** while in, on, getting into or out of, or getting on or off, a **motor vehicle** owned by such **resident relative** for which the security required by the North Dakota Auto Accident Reparations Act is not in effect.
3. to **you** or any **resident relative** while in, on, getting into or out of, or getting on or off, or while struck as a pedestrian, by any **motor vehicle** other than the **insured motor vehicle** if the security required under the North Dakota Auto Accident Reparations Act is in effect. However, this exclusion does not apply to **bodily injury** sustained while in, on, getting into or out of, or getting on or off:
 - a. a **motor vehicle** used for the transportation of children to or from school,
 - i. owned and operated by a public or governmental agency; or
 - ii. privately owned and operated for compensation;
 - b. a **motor vehicle** owned by a charitable, religious, educational or governmental corporation or organization, designed for carrying more than ten passengers and used for transportation without compensation; or
 - c. a **motor vehicle** owned by a political subdivision and operated as part of a public transit system in which all or a portion of the costs of operation are subsidized by the political subdivision or the federal government.
4. to any person whose injury arises out of conduct within the course of a business of repairing, servicing or otherwise maintaining **motor vehicles** while on the business premises.

5. to any person whose injury arises out of conduct within the course of loading or unloading any **motor vehicle** unless the conduct occurs while that person is in, on, getting into or out of, or getting on or off, the vehicle.
6. to any person while in, on, getting into or out of, or getting on or off, any **motor vehicle** taken unlawfully or without a reasonable belief that the taking and using of that **motor vehicle** was with the permission of the owner.
7. to any person whose injury is intentionally self-inflicted or is the result of an attempt to intentionally injure another person. Benefits will not be payable to or on behalf of any such person.
8. 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.
9. to any person, other than **you** or any **resident relative**, while not in, on, getting into or out of, or getting on or off, a **motor vehicle**, if the accident occurs outside the State of North Dakota.
10. to any person if the injury arises out of the operation, maintenance or use of any **motor vehicle** while located for use as a residence or premises.

Limit Of Liability

The limit of **our** liability for Personal Injury Protection is \$30,000. This is the maximum **we** will pay per any one **injured person** for any one **motor vehicle** accident, regardless of the number of:

1. persons insured;
2. policies or approved plans of self-insurance applicable;
3. claims made; or
4. vehicles shown on the Policy Declarations.

Subject to this total amount:

1. **We** won't pay more than the per week limit shown on the Policy Declarations for Work Loss or Survivors Income Loss. The per week limit will be prorated for any lesser period of time.
2. **We** won't pay more than the per day limit shown on the Policy Declarations for Replacement Services Loss or Survivors Replacement Services Loss.
3. The maximum amount payable for Funeral Expenses is shown on the Policy Declarations.

Benefits will be reduced by amounts payable for the same elements of loss, under any workers' compensation law.

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 any resulting judgment against the **insured person**, up to the Personal Injury Protection 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 person**.

Notice To Allstate

Written notice of the accident must be sent to **us** or one of **our** authorized agents as soon as possible, by the **injured person** or someone on that person's behalf. This notice must include the time, place and circumstances of the accident and the identity of the **injured person**.

If an **injured person** or someone on that person's behalf sues a third party to recover damages from anyone believed responsible for the injury, a copy of any summons, complaint, or other document pertaining to the lawsuit must be sent to **us** as soon as possible.

Subrogation Rights

When **we** pay, an **injured person's** rights of recovery from anyone else become **ours** up to the amount **we** have paid, subject to any applicable limitations provided under the North Dakota Auto Accident Reparations Act. The **injured person** must protect these rights and help **us** enforce them.

Trust Agreement

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

1. **We** are entitled to repayment of amounts paid by **us**, exclusive of recoverable attorney's fees and expenses, out of the proceeds of any settlement that person recovers from any legally responsible party or insurer.
2. All rights of recovery against any legally responsible party or insurer must be maintained and preserved for **our** benefit.

Our rights under this provision are subject to any applicable limitations provided under the North Dakota Auto Accident Reparations Act.

Non-Duplication Of Benefits

No **injured person** will recover duplicate benefits for the same loss under this and any similar insurance, including self-insurance.

Constitutionality Clause

The premium for and the coverage of the policy have been established in reliance upon the provisions of the North Dakota Auto Accident Reparations Act. If a court of competent jurisdiction declares, or enters a judgment the

effect of which is to render the provisions of that act invalid or unenforceable, in whole or in part, **Allstate** will have the right to recompute the premium payable for this policy. These provisions will be voidable or subject to amendment at **our** option in accordance with such declaration or judgment.

Part 3—Additional Personal Injury Protection—Coverage VB

Allstate will pay to or on behalf of an **injured person** the following benefits in accordance with the North Dakota Auto Accident Reparations Act. Payments will be made only when **bodily injury** is caused by an accident arising from the operation, maintenance, or use of a **motor vehicle** as a **motor vehicle**.

1. Medical Expenses

All reasonable and necessary treatment charges incurred. This covers:

- medical, surgical, dental and hospital care;
- ambulance, x-ray and prosthetic devices; and
- professional nursing services or services for remedial treatment and care rendered in accordance with a recognized religious healing method.

This benefit does not include charges for a room in any hospital, clinic, convalescent or nursing home, extended care facility or any similar facility in excess of a reasonable and customary charge for semi-private accommodations, except when the **injured person** requires intensive care.

2. Rehabilitation Expenses

The cost of a procedure or treatment of rehabilitation or a course of rehabilitative occupational training if:

- the procedure, treatment or training is reasonable and appropriate for the particular case;
- its cost is reasonable in relation to its probable rehabilitative effects; and
- it is likely to contribute substantially to medical or occupational rehabilitation.

3. Work Loss

85% of loss of income from work an **injured person** would have performed had that person not been injured. The **injured person** must normally have been engaged in gainful employment. Benefits will be reduced by any income from substitute work performed by the **injured person**, or by income the **injured person** would have earned in available appropriate substitute work which that person was capable of performing but unreasonably failed to undertake. This benefit ends upon the death of the **injured person**.

4. Replacement Services Loss

Expenses incurred in obtaining from others (excluding members of the **injured person's** household) ordinary and necessary services usually performed by the **injured person** without income, for the direct benefit

of the **injured person** or the **injured person's** household. This benefit ends upon the death of the **injured person**.

5. Survivors Income Loss

Loss sustained after the death of an **injured person** by that person's **survivors** during their dependency. This consists of loss of the contributions they would have received for their support from the **injured person** out of income from work the **injured person** would normally have performed had that person lived.

6. Survivors Replacement Services Loss

Expenses incurred by the **survivors** of the deceased **injured person** in obtaining from others (excluding members of the deceased **injured person's** household) ordinary and necessary services the deceased **injured person** would have performed, not for income but for the benefit of that person's household.

7. Funeral Expenses

Reasonable expenses incurred for a professional funeral, cremation or burial.

Additional Definitions For Part 3

- "Bodily Injury"** means bodily injury, sickness, or disease, including death resulting therefrom, arising out of the operation, maintenance, or use of a **motor vehicle**, and which is accidental as to the person claiming Additional Personal Injury Protection benefits.
- "Insured Motor Vehicle"** means a **motor vehicle**:
 - covered under this policy for bodily injury liability insurance; and for which a specific premium is charged; and
 - for which **you** are required to maintain security under this North Dakota Auto Accident Reparations Act.
- "Injured Person(s)"** means **you**, or a **resident relative** who sustains **bodily injury**, sickness, disease or death:
 - while in, on, getting into or out of, or getting on or off a **motor vehicle**; or
 - when struck as a pedestrian by any **motor vehicle** or motorcycle in an accident involving a **motor vehicle**.
- "Motor Vehicle"** means a vehicle:
 - having more than three load-bearing wheels; and
 - of a kind required to be registered under the laws of North Dakota relating to motor vehicles; and
 - designed primarily for operation on public streets, roads and highways; and
 - which is driven by power other than muscular power.

A **motor vehicle** includes a trailer while drawn by or attached to such a vehicle.
- "Resident Relative"** means a spouse or any other person related to **you** by blood, marriage or adoption, including a ward or foster child, who actually resides in **your** household. These persons will be considered **resident relatives**, even if temporarily living elsewhere.

6. **“Ridesharing Arrangement”** means the transportation of persons in a **motor vehicle** where the transportation is incidental to another purpose of the driver or owner and is not provided for financial gain. **Ridesharing arrangements** include car pools and van pools.
7. **“Survivor”** means a dependent survivor of a deceased **injured person** and includes only the following:
 - a. the surviving spouse of the deceased **injured person** if residing in the same household at the time of the **injured person’s** death. The dependency of such spouse ends upon remarriage.
 - b. other persons receiving support from the deceased **injured person** at the time of that person’s death, which would qualify them as dependents for federal income tax purposes under the Federal Internal Revenue Code.

Exclusions—What Is Not Covered

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

1. to any person while in, on, getting into or out of, or getting on or off, or while struck as a pedestrian by a **motor vehicle** owned by that person, which is not insured for Additional Personal Injury Protection under this policy.
2. to any person whose injury arises out of conduct within the course of a business of repairing, servicing or otherwise maintaining **motor vehicles** while on the business premises.
3. to any person whose injury arises out of conduct within the course of loading or unloading any **motor vehicle** unless the conduct occurs while that person is in, on, getting into or out of, or getting on or off, the vehicle.
4. to any person while in, on, getting into or out of, or getting on or off, any **motor vehicle** taken unlawfully or without a reasonable belief that the taking and using of that **motor vehicle** was with the permission of the owner.
5. to any person whose injury is intentionally self-inflicted or is the result of an attempt to intentionally injure another person. Benefits will not be payable to or on behalf of any such person.
6. 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.
7. to any person if the injury arises out of the operation, maintenance or use of any **motor vehicle** while located for use as a residence or premises.

Limit Of Liability

The limit of **our** liability for Additional Personal Injury Protection is stated on the Policy Declarations. This is the maximum **we** will pay per any one **injured person** for any one **motor vehicle** accident, regardless of the number of:

1. persons insured;
2. policies or approved plans of self-insurance applicable;
3. claims made; or

4. vehicles shown on the Policy Declarations.

Subject to this total amount:

1. **We** won’t pay more than the per week limit shown on the Policy Declarations for Work Loss. The per week limit shown on the Policy Declarations will be prorated for any lesser period of time.
2. **We** won’t pay more than the per day limit shown on the Policy Declarations for Replacement Services Loss.
3. **We** won’t pay more than the amount shown on the Policy Declarations for Funeral Expenses.
4. **We** won’t pay more than the per week limit shown on the Policy Declarations for Survivors Income Loss. **We** won’t pay more than the per day limit shown on the Policy Declarations for Survivors Replacement Services Loss.

Benefits will be reduced by:

- a. amounts payable for the same elements of loss under any workers’ compensation law.
- b. any amount paid or payable for the same elements of loss under any other policy providing basic Personal Injury Protection benefits as required by the North Dakota Auto Accident Reparations Act.

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 any resulting judgment against the **insured person**, up to the Personal Injury Protection 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 person**.

Notice To Allstate

Written notice of the accident must be sent to **us** or one of **our** authorized agents as soon as possible, by the **injured person** or someone on that person’s behalf. This notice must include the time, place and circumstances of the accident and the identity of the **injured person**.

If an **injured person** or someone on that person’s behalf sues a third party to recover damages from anyone believed responsible for the injury, a copy of any summons, complaint, or other document pertaining to the lawsuit must be sent to **us** as soon as possible.

Subrogation Rights

When **we** pay, an **injured person's** rights of recovery from anyone else become **ours** up to the amount **we** have paid, subject to any applicable limitations provided under the North Dakota Auto Accident Reparations Act. The **injured person** must protect these rights and help **us** enforce them.

Trust Agreement

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

1. **We** are entitled to repayment of amounts paid by **us**, exclusive of recoverable attorney's fees and expenses, out of the proceeds of any settlement that person recovers from any legally responsible party or insurer.
2. All rights of recovery against any legally responsible party or insurer must be maintained and preserved for **our** benefit.

Our rights under this provision are subject to any applicable limitations provided under the North Dakota Auto Accident Reparations Act.

Non-Duplication Of Benefits

No **injured person** will recover duplicate benefits for the same loss under this and any similar insurance, including self-insurance.

Constitutionality Clause

The premium for and the coverage of the policy have been established in reliance upon the provisions of the North Dakota Auto Accident Reparations Act. If a court of competent jurisdiction declares, or enters a judgment the effect of which is to render the provisions of that act invalid or unenforceable, in whole or in part, **Allstate** will have the right to recompute the premium payable for this policy. These provisions will be voidable or subject to amendment at **our** option in accordance with such declaration or judgment.

Part 4—Uninsured Motorists Insurance—Coverage SS

Underinsured Motorists Insurance—Coverage SU

Section I—Uninsured Motorists Insurance—Coverage SS

General Statement Of Coverage

If a premium is shown on the Policy Declarations for Uninsured Motorists Insurance, **we** will pay damages which an **insured person** is legally entitled to recover from the owner or operator of an uninsured auto because of **bodily injury** sustained by an **insured person**.

The **bodily injury** must be caused by accident and arise out of the ownership, maintenance, or use of an uninsured auto. **We** will not pay any punitive or exemplary damages, fines or penalties under Uninsured 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 either the operator or the owner of the vehicle must be unknown. The accident must be reported as soon as practicable to the police. **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.

If the hit-and-run **motor vehicle** caused the injury without physical contact with the **insured person** or the vehicle the **insured person** was occupying, the facts of the accident must be verified by a disinterested witness.

An Uninsured 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.

Section I—Additional Definitions For Part 4

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 not weighing more than 20,000 pounds, or attached 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, if such agreement adversely affects **our** rights. This will include any payment made by any person on behalf of the uninsured 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 a **resident** relative.

3. **bodily injury** if the payment directly or indirectly benefits any workers' compensation or disability benefits insurer. This includes a self-insurer.
4. **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.
5. **bodily injury** sustained while in, on, getting into or out of, getting on or off, or when struck by a vehicle owned by or available or furnished for the regular use of, **you** or a **resident** which is not insured for this coverage.

Limit Of Liability

The coverage limit shown on the Policy Declarations for:

1. "each person" is the maximum that **we** will pay for damages arising out of **bodily injury** to one person in any one **motor vehicle** accident, including damages sustained by anyone else as a result of that **bodily injury**.
2. "each accident" is the maximum that **we** will pay for damages arising out of 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. vehicles or persons shown on the Policy Declarations;
3. vehicles involved in the accident;
4. persons involved;
5. persons covered; or
6. premiums paid.

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

The Uninsured Motorists Coverage 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 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 paid or payable under any workers' compensation law or similar law, exclusive of nonoccupational disability benefits.

3. all amounts paid or payable under any valid and collectible motor vehicle medical payments, Personal Injury Protection insurance, or similar motor vehicle coverages.

If There Is Other Insurance

If an **insured person** is entitled to Uninsured Motorists Coverage under more than one policy, the maximum amount such insured may recover may not exceed the highest limit of such coverage provided for any one vehicle under any one policy. If more than one policy applies, the following order of priority applies:

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** not involved in the accident under which the injured person is a named insured;
3. A policy covering a **motor vehicle** not involved in the accident under which the injured person is an insured other than a named insured.

Coverage available under a lower priority policy applies only to the extent it exceeds the coverage of a higher priority policy.

Non-Duplication Of Benefits

No injured person will recover duplicate benefits for the same elements of loss under this or any other Uninsured Motorists Insurance 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. **We** are not entitled to repayment until after the person **we** have paid under this coverage has been compensated for all damages that person was legally entitled to recover.
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 name 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, except for the amount which is in excess of the limits of liability of the policy of the 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 so as to give **us** adequate time to intervene in a lawsuit. If a suit is brought without **our** written consent, **we** aren't bound by any resulting judgment.

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 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 North 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 North 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.

Section II—Underinsured Motorists Insurance-Coverage SU

General Statement Of Coverage

If a premium is shown on the Policy Declarations for Underinsured Motorists Insurance, **we** will pay damages which an **insured person** is legally entitled to recover from the owner or operator of an 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 underinsured auto. **We** will not pay punitive or exemplary damages, fines or penalties under Underinsured Motorists Insurance.

An Underinsured Auto Is:

A **motor vehicle** which has an applicable bodily injury liability insurance policy or bond in effect at the time of the accident in at least the amount required by the financial responsibility laws of North Dakota, but the limits of that coverage are:

1. less than the Limit Of Liability for Underinsured Motorists Insurance under this policy; or

2. reduced by payments to persons other than the **insured person** to an amount less than the limit of liability for Underinsured Motorists Insurance under this policy.

An Underinsured Auto Is Not:

1. A **motor vehicle** insured for bodily injury liability under the Automobile Liability Insurance of this policy.
2. A **motor vehicle** owned by any federal, state, or local government or agency.

Section II—Additional Definitions For Part 4

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 not weighing more than 20,000 pounds, or attached 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** 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 a **resident** relative.
2. **bodily injury** sustained while in, on, getting into or out of, getting on or off, or when struck by a vehicle owned by or available or furnished for the regular use of, **you** or a **resident** which is not insured for this coverage.
3. **bodily injury**, if the payment would directly or indirectly benefit any workers' compensation or disability benefits insurer. This includes a self-insurer.
4. **bodily injury** to any person who makes a settlement without **our** written consent, if such agreement adversely affects **our** rights. However, this exclusion does not apply if **we**:
 - a. have been given written notice in advance of a settlement between an insured and the owner or operator of the underinsured **motor vehicle**, and
 - b. **we** fail to advance payment to the insured in an amount equal to the tentative settlement within thirty days following receipt of such written notice.

Limit Of Liability

The coverage limit shown on the Policy Declarations for:

1. "each person" is the maximum that **we** will pay for damages arising out of **bodily injury** to one person in any one **motor vehicle** accident, including damages sustained by anyone else as a result of that **bodily injury**.
2. "each accident" is the maximum that **we** will pay for damages arising out of 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. vehicles or persons shown on the Policy Declarations; or
3. vehicles involved in the accident;
4. persons involved;
5. persons covered; or
6. premiums paid.

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

The Underinsured Motorists Coverage 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.

Subject to the limit shown on the Policy Declarations for Underinsured Motorists Insurance, **we** will not pay more than the lesser of:

1. The amount of damages sustained but not recovered by any settlement or judgment with or for the person or organization which may be held legally liable for the **bodily injury**; or
2. The limits of liability of the Underinsured Motorists Insurance.

Damages payable will be reduced by:

1. 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 coverage of this or any other policy.
2. all amounts paid or payable under any workers' compensation law or similar law, exclusive of nonoccupational disability benefits.
3. all amounts paid or payable under any valid and collectible motor vehicle medical payments, Personal Injury Protection insurance, or similar motor vehicle coverages.

We are not obligated to make any payment for **bodily injury** under Underinsured Motorists Insurance which arises out of the use of an underinsured auto 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 judgments or settlements.

If There Is Other Insurance

If an **insured person** is entitled to Underinsured Motorists Coverage under more than one policy, the maximum amount such insured may recover may not exceed the highest limit of such coverage provided for any one vehicle under any one policy. If more than one policy applies, the following order of priority applies:

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** not involved in the accident under which the injured person is a named insured;
3. A policy covering a **motor vehicle** not involved in the accident under which the injured person is an insured other than a named insured.

Coverage available under a lower priority policy applies only to the extent it exceeds the coverage of a higher priority policy.

Trust Agreement

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

1. **we** are entitled to repayment of amounts paid by **us** out of the proceeds of any settlement or judgment that person recovers from the responsible party or insurer. **We** are not entitled to repayment until after the person **we** have paid under this coverage has been compensated for all damages that person was legally entitled to recover.
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, except for the amount which is in excess of the limits of liability of the policy of the 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 so as to give **us** adequate time to intervene in a lawsuit. If a suit is brought without **our** written consent, **we** aren't bound by any resulting judgment.

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 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 North 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 North 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 5—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 an **insured 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, it will be **Allstate's** option to pay to repair or replace the **auto** to which this coverage 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** insured property under the terms of both Auto Collision Insurance and Auto 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 5

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 5

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**, and
 - iii. 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 land motor 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, or **travel-trailers**. 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

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 agreement by any two of these three persons will determine the amount of the loss.

Limit 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, nonoriginal 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.

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, **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 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, it will be **our** option to pay to repair or replace the **auto** to which this coverage 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. If **Allstate**, at its option, elects to pay for the cost to repair or replace the property or parts, **Allstate's** liability does not include any decrease in the property's value, however measured, resulting from the loss and/or repair or replacement.

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.

Subrogation Rights

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

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 on the Policy 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.

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 will also be effective with respect to the lienholder's interest. **We** may also cancel this clause of the policy. In either event, **we** will mail at least 10 days notice to the lienholder. Proof of mailing of notice will be proof of notice.

If **you** do not submit proof of loss within the time specified in this policy, the lienholder must do so within 60 days. Proof of loss must be submitted in the form and manner specified in the **What To Do If There Is A Loss** provision in the **General Provisions** section of this policy. The lienholder will be subject to provisions relating to appraisal, time of payment, and bringing suit.

When **we** make payment to the lienholder for loss under this policy, **we** will be subrogated to the rights of the party **we** pay, to the extent of **our** payment. When **we** pay a lienholder for a loss for which **you** are not covered, **we** are entitled to the lienholder's right of recovery against **you** 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.