
Allstate Fire and Casualty Insurance Company Auto Policy

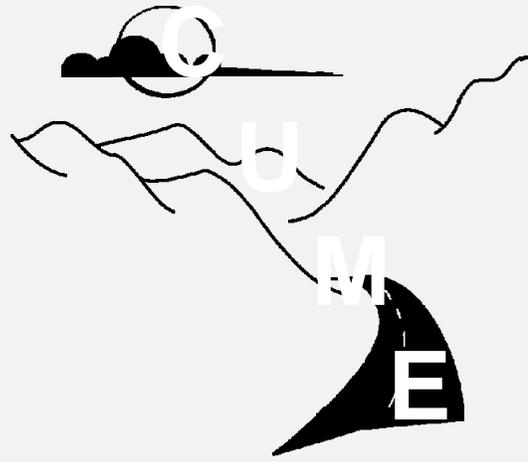
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Allstate Fire and Casualty Insurance Company

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The Company Named in the Policy Declarations

A Stock Company
Home Office: Northbrook, Illinois

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**. However, only one premium will be shown for Automobile Death Indemnity, Automobile Disability Income and Uninsured Motorists Insurance regardless of the number of **autos** insured. If **you** pay the premiums when due and comply with the policy terms, **we**, relying on the information **you** have given **us**, make the following agreements with **you**.

When And Where The Policy Applies

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

The policy period is shown on the Policy Declarations. If **we** offer to renew **your** policy, **you** may continue the policy for a successive period of six months by paying the required premium when due. If the required premium payment isn't received when due, the insurance coverage described in the renewal offer and any endorsements to the renewal offer will not become effective.

Limited Mexico Coverage

For **your** protection **you** should purchase insurance from a company licensed in Mexico. However, the coverage of this policy for an insured private passenger or **utility auto** is extended to cover that **auto** within the Republic of Mexico. This coverage applies only while the 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 the Republic of Mexico.

If loss or damage occurs which may require repair of the insured **auto** or replacement of any part(s) while the **auto** is in Mexican territory, the basis for

adjustment of the claim will be as follows. The repair or replacement costs will not exceed the cost of having the repairs or replacements made at the nearest point in the United States where the repairs or replacements can be made. The cost for towing, transportation and salvage operations of the **auto** while within Mexican territory are not covered under this policy.

WARNING

Unless you have auto or aircraft insurance written by a Mexican insurance company, you may spend many hours or days in jail if you have an accident in Mexico. Insurance coverage should be secured from a company licensed under the laws of Mexico to write such insurance in order to avoid complications and some other penalties possible under the laws of Mexico, including the possible impoundment of your auto or aircraft.

Changes Premium Changes

The premium for each **auto** is based on information **we** have received from **you** or other sources. **You** agree to cooperate with **us** in determining if this information is correct, if it is complete, and if it changes during the policy period. **You** agree that if this information changes or is incorrect or incomplete, **we** may adjust **your** premium accordingly during the policy period.

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

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

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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 **we** broaden 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** and persons insured by the policy. To properly insure **your auto**, **you** should promptly notify **us** when **you** change **your** address or whenever any **resident** operators insured by this policy are added or deleted.

You must tell **us** within 30 days when **you** acquire a replacement **auto**. If **you** don't, certain coverages of this policy may not apply.

When **you** acquire an additional **auto**, **we** will provide 30 days of coverage immediately after **you** become the owner. However, **we** will provide this coverage only if:

1. **you** acquire the **auto** during the policy period;
2. **you** tell **us** within 30 days of acquiring the **auto**;
3. no other insurance policy provides coverage for the **auto**; and
4. **you** pay the additional premium.

We will not provide coverage for more than 30 days unless:

1. **you** ask **us** to insure the additional **auto** within 30 days after **you** become the owner;
2. **we** agree to provide the coverage **you** select for this **auto**; and

3. **you** pay the additional premium.

COMBINING LIMITS OF TWO OR MORE AUTOS PROHIBITED

IF **YOU** HAVE TWO OR MORE **AUTOS** INSURED IN **YOUR** NAME AND ONE OF THESE **AUTOS** IS INVOLVED IN AN ACCIDENT, ONLY THE COVERAGE LIMITS SHOWN ON THE POLICY DECLARATIONS FOR THAT **AUTO** WILL APPLY. WHEN **YOU** HAVE TWO OR MORE **AUTOS** INSURED IN **YOUR** NAME AND NONE OF THEM IS INVOLVED IN THE ACCIDENT, **YOU** MAY CHOOSE ANY SINGLE **AUTO** SHOWN ON THE POLICY DECLARATIONS AND THE COVERAGE LIMITS APPLICABLE TO THAT **AUTO** WILL APPLY.

THE LIMITS AVAILABLE FOR ANY OTHER **AUTO** COVERED BY THE POLICY WILL NOT BE ADDED TO THE COVERAGE FOR THE INVOLVED OR CHOSEN **AUTO**.

Transfer

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

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

Cancellation

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

We 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, **we** will give **you** notice as follows:

1. During the first 60 days the original policy is in effect, **we** will give **you** at least 10 days notice of cancellation.
2. After the first 60 days, **we** will give **you** 30 days notice of cancellation.

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Proof of mailing the notice will be proof of notice. A refund, if due, will be proportional to the time **your** policy has been in effect, but cancellation will be effective even if the refund is not made immediately.

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

1. **you** don't pay the premium when it's due;
2. **you** or any member of **your** household are convicted of a crime due to acts which increase the hazard **we** insure against;
3. fraud or material misrepresentation is used in obtaining the policy or making a claim;
4. an act or omission, or a violation of any condition of the policy, occurs during the policy period which substantially and materially increases the hazard **we** insure against;
5. a material change in the nature or extent of the risk occurs during the policy period which causes the risk of loss to be substantially and materially increased; or
6. **we** have mailed notice within the first 60 days that **we** don't intend to continue the policy.

If **we** don't intend to continue the policy beyond the current policy period, **we** will mail **you** notice at least 30 days before the end of the policy period.

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

Termination

If **we** offer to renew **your** policy and **your** required premium isn't received when due, **you** will have rejected **our** renewal offer. This means that the insurance coverage described in the renewal offer and any endorsements to the renewal offer will not become effective.

Payment

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 **we** will not be liable under this policy for claims or damage after the date and time indicated on the cancellation notice.

What Law Will Apply

This policy is issued in accordance with the laws of Nevada and covers property or risks principally located in Nevada. Subject to the following paragraph, any and all claims or disputes in any way related to this policy shall be governed by the laws of Nevada.

If a covered loss to the **auto**, a covered **auto** accident, or any other occurrence for which coverage applies under this policy happens outside Nevada, claims or disputes regarding that covered loss to the **auto**, covered **auto** accident, or other covered occurrence may be governed by the laws of the jurisdiction in which that covered loss to the **auto**, covered **auto** accident, or other covered occurrence happened, only if the laws of that jurisdiction would apply in the absence of a contractual choice of law provision such as this.

Where Lawsuits May Be Brought

Subject to the following two paragraphs, any and all lawsuits in any way related to this policy shall be brought, heard, and decided only in a state or federal court located in Nevada. Any and all lawsuits against persons not parties to this policy but involved in the sale, administration, performance, or alleged breach of this policy or involved in any other way with this policy, shall be brought, heard, and decided only in a state or federal court located in Nevada, provided that such persons are subject to or consent to suit in the courts specified in this paragraph.

If a covered loss to the **auto**, a covered **auto** accident, or any other occurrence for which coverage applies under this policy happens outside Nevada, lawsuits regarding that covered loss to the **auto**, covered **auto** accident, or other covered occurrence may also be brought in the judicial district where that

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covered loss to the **auto**, covered **auto** accident, or other covered occurrence happened.

Nothing in this provision, **Where Lawsuits May Be Brought**, shall impair any party's right to remove a state court lawsuit to a federal court.

Part 1

Automobile Liability Insurance

Bodily Injury – Coverage AA

Property Damage – Coverage BB

We will pay damages an insured person is legally obligated to pay because of:

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

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 defend an insured person sued for damages which are covered by this policy, 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 which are not covered by this policy.

Additional Payments We Will Make

When **we** defend an insured person under this part, **we** will pay:

1. up to \$50 a day for loss of wages or salary if **we** ask that person to attend hearings or trials to defend against a bodily injury suit. **We** won't pay for loss of other income. **We** will pay other reasonable expenses incurred at **our** request.
2. court costs for defense.
3. interest accruing on damages awarded. **We** will pay this interest only until **we** have paid, offered, or deposited in court the amount for which **we** are liable under this policy. **We** will only pay interest on damages not exceeding **our** limits of liability.
4. premiums on appeal bonds and on bonds to release attachments, but not in excess of **our**

limit of liability. **We** aren't required to apply for or furnish these bonds.

We will repay an insured person for:

1. the cost of any bail bonds required due to an accident or traffic law violation involving the use of the insured **auto**. **We** won't pay more than \$300 per bond. **We** aren't required to apply for or furnish these bonds.
2. any expense incurred for first aid to others at the time of an **auto** accident involving the insured **auto**.

Insured Persons

1. While using **your** insured **auto**:
 - a) **you**,
 - b) any **resident**, and
 - c) any other person using it with **your** permission.
2. While using a non-owned **auto**:
 - a) **you**, and
 - b) any **resident** relative using a four wheel private passenger **auto** or **utility auto**.
3. Any other person or organization liable for the use of an insured **auto** if the **auto** is not owned or hired by the person or organization provided the use is by an insured person under 1. or 2. above.

Insured Autos

1. Any **auto** described on the Policy Declarations. This includes the four wheel private passenger **auto** or **utility auto** **you** replace it with.
2. An additional four wheel private passenger **auto** or **utility auto** **you** acquire immediately after **you** become the owner.

However, **we** will provide this coverage only if **we** or one of **our** affiliates insure all other private passenger **autos** or **utility autos** **you** own, and **you** pay the additional premium.

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

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- a) **you** ask **us** to continue coverage within 30 days after **you** acquire the **auto** or **utility auto**;
 - b) **we** agree to continue coverage for this additional **auto** or **utility auto**; and
 - c) **you** pay the additional premium.
3. A substitute four wheel private passenger **auto** or **utility auto** not owned by **you** or a **resident**, being temporarily used while **your** insured **auto** is being serviced or repaired, or if **your** insured **auto** is stolen or destroyed.
 4. A non-owned **auto** used by **you** or a **resident** relative with the owner's permission. This **auto** must not be available or furnished for the regular use of an insured person.
 5. A trailer while attached to an insured **auto**. The trailer must be designed for use with a private passenger **auto** or **utility auto**. This trailer can't be used for business purposes with other than a private passenger **auto** or **utility auto**.

Definitions

1. **We, Us, or Our** means the company as shown on the Policy Declarations.
2. **Auto** means a land motor vehicle designed for use on public roads.
3. **Bodily injury** means bodily injury, sickness, disease or death.
4. **Resident** means a person who physically resides in **your** household with the intention of continuing residence there. **Your** unmarried dependent children while temporarily away from home will be considered residents if they intend to resume residing in **your** household.
5. **Utility auto** means an **auto** of the pick-up body, sedan delivery or panel truck type. This **auto** must have a rated load capacity of not more than 2,000 pounds.
6. **You or Your** means the policyholder named on the Policy Declarations and that policyholder's **resident** spouse.

Exclusions – What Is Not Covered

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

1. **bodily injury** or property damage arising out of the use of **your** insured **auto** while used to carry persons or property for a charge, or any **auto you** are driving while available for hire by the public to the extent that the limits of liability for this coverage exceed the limits of liability required by the Nevada financial responsibility law. This exclusion does not apply to shared-expense car pools.
2. **bodily injury** or property damage arising out of the use of a non-owned **auto** in any business or occupation of an insured person to the extent that the limits of liability for this coverage exceed the limits of liability required by the Nevada financial responsibility law. However, this exclusion does not apply while **you, your** chauffeur or domestic servant are using a private passenger **auto** or trailer.
3. **bodily injury** to an employee of any insured person arising in the course of employment. This exclusion does apply to **your** domestic employee who is not required to be covered by a workers compensation law or similar law.
4. **bodily injury** to a co-worker injured in the course of employment. This exclusion does not apply to **you**.
5. 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.
6. **bodily injury** or property damage which may reasonably be expected to result from the intentional acts of an insured person or which are in fact intended by an insured person to the extent that the limits of liability for this coverage exceed the limits of liability required by the Nevada financial responsibility law.
7. **bodily injury** or property damage which would also be covered under nuclear energy liability insurance to the extent that the limits of

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liability for this coverage exceed the limits of liability required by the Nevada financial responsibility law. This applies even if the limits of that insurance are exhausted.

8. **bodily injury** or property damage arising out of the participation in any prearranged, organized, or spontaneous:
- a) racing contest;
 - b) speed contest; or
 - c) use of an **auto** at a track or course designed or used for racing or high performance driving; or in practice or preparation for any contest or use of this type.

Financial Responsibility

When this policy is certified as proof under any motor vehicle financial responsibility law, this policy will comply with the provisions of that law.

LIMITS OF LIABILITY

THE LIMITS SHOWN ON THE POLICY DECLARATIONS ARE THE MAXIMUM **WE** WILL PAY FOR ANY SINGLE **AUTO** ACCIDENT. THE LIMIT STATED FOR EACH PERSON FOR **BODILY INJURY** IS **OUR** TOTAL LIMIT OF LIABILITY FOR DAMAGES BECAUSE OF **BODILY INJURY** SUSTAINED BY ONE PERSON IN ANY SINGLE **AUTO** ACCIDENT, INCLUDING DAMAGES SUSTAINED BY ANYONE ELSE AS A RESULT OF THAT **BODILY INJURY**. SUBJECT TO THE LIMIT FOR EACH PERSON, THE LIMIT STATED FOR EACH OCCURRENCE IS **OUR** TOTAL LIMIT OF LIABILITY FOR DAMAGES FOR **BODILY INJURY** SUSTAINED BY TWO OR MORE PERSONS IN ANY SINGLE **AUTO** ACCIDENT. FOR PROPERTY DAMAGE, THE LIMIT APPLIES TO DAMAGES ARISING FROM EACH OCCURRENCE.

THE LIABILITY LIMITS APPLY TO EACH INSURED **AUTO** AS SHOWN ON THE POLICY DECLARATIONS. THE INSURING OF MORE THAN ONE PERSON OR **AUTO** UNDER THIS POLICY WILL NOT INCREASE **OUR** LIABILITY LIMITS BEYOND THE AMOUNT SHOWN FOR ANY ONE **AUTO**, EVEN THOUGH A SEPARATE PREMIUM IS CHARGED FOR EACH **AUTO**. THE LIMITS ALSO WON'T BE INCREASED IF **YOU** HAVE OTHER **AUTO** INSURANCE POLICIES THAT APPLY.

THERE WILL BE NO DUPLICATION OF PAYMENTS MADE UNDER THE **BODILY INJURY LIABILITY COVERAGE**, **UNINSURED MOTORISTS COVERAGE**, AND **MEDICAL PAYMENTS COVERAGE** OF THIS POLICY.

AN **AUTO** AND ATTACHED TRAILER ARE CONSIDERED ONE **AUTO**. ALSO, AN **AUTO** AND A MOUNTED CAMPER UNIT, TOPPER, CAP OR CANOPY ARE CONSIDERED ONE **AUTO**.

IF THERE IS OTHER INSURANCE

IF AN INSURED PERSON IS USING A SUBSTITUTE PRIVATE PASSENGER **AUTO** OR NON-OWNED **AUTO**, **OUR** LIABILITY INSURANCE WILL BE EXCESS OVER OTHER COLLECTIBLE INSURANCE. IF MORE THAN ONE POLICY APPLIES ON A PRIMARY BASIS TO AN ACCIDENT INVOLVING **YOUR** INSURED **AUTO**, **WE** WILL BEAR **OUR** PROPORTIONATE SHARE WITH OTHER COLLECTIBLE LIABILITY INSURANCE.

THIS INSURANCE WILL BE EXCESS OVER ANY INSURANCE COVERING AN AUTOMOBILE BUSINESS WHILE **YOUR** INSURED **AUTO** IS BEING OPERATED BY A PERSON ENGAGED IN THAT AUTOMOBILE BUSINESS. AN AUTOMOBILE BUSINESS INCLUDES REPAIRING, SERVICING, TESTING, PARKING, STORING, DELIVERING, OR SELLING OF **AUTOS**.

IF AN INSURED PERSON IS OPERATING AN **AUTO** OWNED BY AN AUTOMOBILE BUSINESS, BEING TEMPORARILY USED WHILE **YOUR** INSURED **AUTO** IS BEING REPAIRED OR SERVICED BY THAT BUSINESS, THIS INSURANCE WILL BE PRIMARY.

Assistance And Cooperation

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

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

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Action Against Us

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

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

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

What To Do In Case Of An Accident Or Claim

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

Part 2

Automobile Medical Payments Coverage CC

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

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

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

Insured Persons

1. **You** and any **resident** relative who sustains bodily injury while in, on, getting into or out of, or when struck by, an **auto** or trailer. The use of a non-owned **auto** must be with the owner's permission.
2. Any other person who sustains bodily injury while in, on, getting into or out of:
 - a) **your** insured **auto** while being used by **you**, a **resident** relative, or any other person with **your** permission.
 - b) a non-owned **auto** if the injury results from **your** operation or occupancy.
 - c) a non-owned **auto** if the injury results from the operation on **your** behalf by **your** private chauffeur or domestic servant.
 - d) a non-owned private passenger **auto** or trailer if the injury results from the operation or occupancy by a **resident** relative.

The use of non-owned **autos** must be with the owner's permission.

Insured Autos

1. Any **auto** described on the Policy Declarations. This includes the four wheel private passenger **auto** or **utility auto you** replace it with.
2. An additional four wheel private passenger **auto** or **utility auto you** acquire ownership of during the policy period will be covered for 30 days immediately after **you** become the owner.

However, **we** will provide this coverage only if **we** or one of **our** affiliates insure all other private passenger **autos** or **utility autos you** own, and **you** pay the additional premium.

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

- a) **you** ask **us** to continue coverage within 30 days after **you** acquire the **auto** or **utility auto**;
- b) **we** agree to continue coverage for this additional **auto** or **utility auto**; and
- c) **you** pay the additional premium.

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3. A substitute four wheel private passenger **auto** or **utility auto**, not owned by **you** or a **resident**, temporarily used while **your** insured **auto** is being serviced or repaired, or if **your** insured **auto** is stolen or destroyed.
 4. A non-owned **auto** having not less than four wheels used with the owner's permission. This **auto** must not be available or furnished for the regular use of an insured person.
 5. A trailer while attached to an insured **auto**. The trailer must be designed for use with a private passenger **auto** or **utility auto**. This trailer can't be used for business purposes with other than a private passenger **auto** or **utility auto**.
- a) a vehicle operated on rails or crawler-treads, or
 - b) a vehicle or other equipment designed for use off public roads, while not on public roads.
3. any person while in, on, getting into or out of:
 - a) an owned **auto** while available for hire to the public. This exclusion does not apply to shared-expense car pools.
 - b) an **auto** or trailer while used as a residence or premises.
 4. any person, other than **you** or a **resident** relative, while using a non-owned **auto**:
 - a) which is available for hire by the public, or
 - b) in auto business operations such as repairing, servicing, testing, washing, parking, storing or selling of **autos**.

Definitions

1. **We, Us** or **Our** means the company as shown on the Policy Declarations.
2. **Auto** means a land motor vehicle designed for use on public roads.
3. **Resident** means a person who physically resides in **your** household with the intention of continuing residence there. **Your** unmarried dependent children while temporarily away from home will be considered residents if they intend to resume residing in **your** household.
4. **Utility Auto** means an **auto** of the pick-up body, sedan delivery or panel truck type. This **auto** must have a rated load capacity of not more than 2,000 pounds.
5. **You** or **Your** means the policyholder named on the Policy Declarations and that policyholder's **resident** spouse.

Exclusions – What Is Not Covered

This coverage does not apply to bodily injury, sickness, disease or death to:

1. **you** or a **resident** relative while in, on, getting into or out of an **auto you** or a **resident** relative own but do not insure for this coverage.
2. **you** or a **resident** relative while in, on, getting into or out of, or struck as a pedestrian by:

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

5. any person resulting from any act of war, insurrection, rebellion, or revolution.
6. any person arising out of the participation in any prearranged, organized, or spontaneous:
 - a) racing contest;
 - b) speed contest; or
 - c) use of an **auto** at a track or course designed or used for racing or high performance driving;or in practice or preparation for any contest or use of this type.

LIMITS OF LIABILITY

THE LIMIT SHOWN ON THE POLICY DECLARATIONS IS THE MAXIMUM **WE** WILL PAY FOR ALL EXPENSES INCURRED BY OR FOR EACH PERSON AS THE RESULT OF ANY ONE **AUTO** ACCIDENT.

THE MEDICAL PAYMENTS LIMIT APPLIES TO EACH INSURED **AUTO** AS STATED ON THE POLICY DECLARATIONS. THE INSURING OF MORE THAN ONE PERSON OR **AUTO** UNDER THIS POLICY WILL NOT INCREASE **OUR** LIMIT BEYOND THE AMOUNT SHOWN

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FOR ANY ONE **AUTO**, EVEN THOUGH A SEPARATE PREMIUM IS CHARGED FOR EACH **AUTO**. THE LIMIT ALSO WILL NOT BE INCREASED IF **YOU** HAVE OTHER AUTO INSURANCE POLICIES THAT APPLY.

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

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

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

THERE WILL BE NO DUPLICATION OF PAYMENTS MADE UNDER THE BODILY INJURY LIABILITY AND AUTOMOBILE MEDICAL PAYMENTS COVERAGES OF THIS POLICY. ALL PAYMENTS MADE TO OR ON BEHALF OF ANY PERSON UNDER THIS COVERAGE WILL BE CONSIDERED AS ADVANCE PAYMENTS TO THAT PERSON. THE DAMAGES PAYABLE UNDER THE BODILY INJURY LIABILITY COVERAGE OF THIS POLICY WILL BE REDUCED BY THAT AMOUNT.

Unreasonable Or Unnecessary Medical Expenses

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

Unreasonable medical expenses are fees for medical services which are substantially higher than the usual and customary charges for those services. Unnecessary medical expenses are fees for medical services which are not usually and customarily

performed for treatment of the injury, including fees for an excessive number, amount, or duration of medical services.

If the insured person is sued by a medical services provider because **we** refuse to pay contested medical expenses, **we** will pay all defense costs and any resulting judgment against the insured person. **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.

IF THERE IS OTHER INSURANCE

WHEN THIS COVERAGE APPLIES TO A SUBSTITUTE **AUTO** OR NON-OWNED **AUTO**, **WE** WILL PAY ONLY AFTER ALL OTHER COLLECTIBLE AUTO MEDICAL INSURANCE HAS BEEN EXHAUSTED.

WHEN THIS COVERAGE APPLIES TO A REPLACEMENT **AUTO** OR ADDITIONAL **AUTO**, THIS POLICY WILL NOT APPLY IF **YOU** HAVE OTHER COLLECTIBLE AUTO MEDICAL INSURANCE.

ASSISTANCE AND COOPERATION

WHEN **WE** ASK, AN INSURED PERSON MUST COOPERATE WITH **US** IN THE INVESTIGATION, SETTLEMENT AND DEFENSE OF ANY CLAIM OR LAWSUIT. IF **WE** ASK, THAT PERSON MUST ALSO HELP **US** OBTAIN PAYMENT FROM ANYONE WHO MAY BE JOINTLY RESPONSIBLE.

WE CAN'T BE OBLIGATED IF AN INSURED PERSON VOLUNTARILY TAKES ANY ACTION OR MAKES ANY PAYMENTS OTHER THAN FOR COVERED EXPENSES FOR FIRST AID TO OTHERS.

ACTION AGAINST US

NO ONE MAY SUE **US** UNDER THIS COVERAGE UNLESS THERE IS FULL COMPLIANCE WITH ALL THE POLICY TERMS

PROOF OF CLAIM; MEDICAL REPORTS

AS SOON AS POSSIBLE, ANY PERSON MAKING CLAIM MUST GIVE **US** WRITTEN PROOF OF CLAIM. IT MUST INCLUDE ALL DETAILS **WE** MAY NEED TO DETERMINE THE AMOUNTS PAYABLE. **WE** MAY ALSO REQUIRE

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ANY PERSON MAKING CLAIM TO SUBMIT TO QUESTIONING UNDER OATH AND SIGN THE TRANSCRIPT.

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.

PART 3 AUTOMOBILE DEATH INDEMNITY INSURANCE COVERAGE CM

WE WILL PAY THE BENEFIT SHOWN ON THE POLICY DECLARATIONS IF ANY INSURED PERSON DIES AS A DIRECT RESULT OF BODILY INJURY, SICKNESS OR DISEASE CAUSED BY AN **AUTO** ACCIDENT. THE INJURY MUST BE SUSTAINED WHILE THE INSURED PERSON IS IN, ON, GETTING INTO OR OUT OF, OR WHEN STRUCK AS A PEDESTRIAN BY AN **AUTO**, TRAILER OR SEMI-TRAILER.

BENEFITS WILL BE PAID ONLY IF:

1. DEATH OCCURS WITHIN 90 DAYS OF THE **AUTO** ACCIDENT; OR
2. DEATH OCCURS WITHIN 1 YEAR OF THE **AUTO** ACCIDENT AND THE BODILY INJURY HAS CONTINUOUSLY PREVENTED THE INSURED PERSON FROM PERFORMING ALL DUTIES PERTAINING TO THAT PERSON'S OCCUPATION.

INSURED PERSONS

THE PERSON OR PERSONS SHOWN AS INSURED ON THE POLICY DECLARATIONS UNDER COVERAGE CM.

DEFINITIONS

1. **WE** OR **US** MEANS THE COMPANY AS SHOWN ON THE POLICY DECLARATIONS
2. **AUTO** MEANS A LAND MOTOR VEHICLE DESIGNED FOR USE ON PUBLIC ROADS

EXCLUSIONS – WHAT IS NOT COVERED

THIS COVERAGE DOES NOT APPLY TO DEATH:

1. SUSTAINED IN THE COURSE OF ANY OCCUPATION BY ANY PERSON WHILE:
 - A) OPERATING, LOADING, UNLOADING, ASSISTING ON, OR PERFORMING ANY OTHER DUTIES RELATED TO THE USE OF A COMMERCIAL **AUTO**, OR AN **AUTO** HIRED OR RENTED TO OTHERS FOR A CHARGE.
 - B) REPAIRING OR SERVICING **AUTOS**, INCLUDING ANY RELATED DUTIES.
2. DUE TO SUICIDE COMMITTED WHILE SANE OR INSANE.
3. DUE TO ANY ACT OF WAR, INSURRECTION, REBELLION OR REVOLUTION.
4. SUSTAINED WHILE IN, ON, GETTING INTO OR OUT OF, OR WHEN STRUCK AS A PEDESTRIAN BY
 - A) A VEHICLE OPERATED ON RAILS OR CRAWLER-TREADS;
 - B) A VEHICLE OR OTHER EQUIPMENT DESIGNED FOR USE OFF PUBLIC ROADS, WHILE NOT ON PUBLIC ROADS; OR
 - C) A VEHICLE WHEN USED AS A RESIDENCE OR PREMISES.
5. RESULTING FROM INJURY SUSTAINED BY ANY PERSON ARISING OUT OF THE PARTICIPATION IN ANY PREARRANGED, ORGANIZED, OR SPONTANEOUS:
 - A) RACING CONTEST;
 - B) SPEED CONTEST; OR
 - C) USE OF AN **AUTO** AT A TRACK OR COURSE DESIGNED OR USED FOR RACING OR HIGH PERFORMANCE DRIVING; OR IN PRACTICE OR PREPARATION FOR ANY CONTEST OR USE OF THIS TYPE.

PAYMENT OF BENEFITS; AUTOPSY

THE BENEFIT IS PAYABLE TO THE DECEASED INSURED PERSON'S SPOUSE. THE SPOUSE MUST BE A RESIDENT OF THE SAME HOUSEHOLD AS THE INSURED PERSON AT THE TIME OF THE ACCIDENT. HOWEVER, IF THE DECEASED IS A MINOR, THE BENEFIT IS PAYABLE TO EITHER PARENT. THAT PARENT MUST BE A RESIDENT OF THE SAME HOUSEHOLD AS THE MINOR AT THE TIME OF THE ACCIDENT. IN ALL OTHER CASES, THE BENEFIT IS

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PAYABLE TO THE DECEASED INSURED PERSON'S ESTATE.

WE HAVE THE RIGHT AND MUST BE GIVEN THE OPPORTUNITY TO MAKE AN AUTOPSY WHERE IT IS NOT PROHIBITED BY LAW.

CONSENT OF BENEFICIARY

THE BENEFICIARY'S CONSENT IS NOT REQUIRED FOR CANCELLATION, ASSIGNMENT, CHANGE OF BENEFICIARY OR ANY OTHER CHANGE UNDER THIS COVERAGE.

PROOF OF CLAIM; MEDICAL REPORTS

AS SOON AS POSSIBLE, **WE** MUST BE GIVEN WRITTEN PROOF OF CLAIM. IT MUST INCLUDE ALL DETAILS **WE** MAY NEED TO DETERMINE IF BENEFITS ARE PAYABLE.

WE MUST BE GIVEN AUTHORIZATION TO OBTAIN MEDICAL REPORTS AND COPIES OF RECORDS PERTINENT TO THE CLAIM.

PART 4

AUTOMOBILE DISABILITY INCOME PROTECTION COVERAGE CW

WE WILL PAY THE WEEKLY BENEFIT SHOWN ON THE POLICY DECLARATIONS IF AN INSURED PERSON SUSTAINS CONTINUOUS TOTAL DISABILITY AS A DIRECT RESULT OF BODILY INJURY, SICKNESS OR DISEASE CAUSED BY AN **AUTO** ACCIDENT. THE INJURY MUST BE SUSTAINED WHILE IN, ON, GETTING INTO OR OUT OF, OR WHEN STRUCK AS A PEDESTRIAN BY AN **AUTO**, TRAILER OR SEMI-TRAILER.

BENEFITS WILL BE PAID ONLY WHILE THE INSURED PERSON IS ALIVE AND ONLY IF THE DISABILITY:

1. COMMENCES WITHIN 20 DAYS OF THE DATE OF THE ACCIDENT; AND
2. DURING THE FIRST YEAR AFTER COMMENCEMENT, CONTINUOUSLY PREVENTS THE INSURED PERSON FROM PERFORMING ALL DUTIES PERTAINING TO THAT PERSON'S OCCUPATION; AND

3. DURING THE SECOND AND SUBSEQUENT YEARS AFTER COMMENCEMENT, CONTINUOUSLY PREVENTS THE INSURED PERSON FROM ENGAGING IN ANY OCCUPATION OR EMPLOYMENT FOR WAGE OR PROFIT.

INSURED PERSONS

THE PERSON OR PERSONS SHOWN AS INSURED ON THE POLICY DECLARATIONS UNDER COVERAGE CW.

DEFINITIONS

1. **WE** OR **US** MEANS THE COMPANY AS SHOWN ON THE POLICY DECLARATIONS.
2. **AUTO** MEANS A LAND MOTOR VEHICLE DESIGNED FOR USE ON PUBLIC ROADS.

EXCLUSIONS – WHAT IS NOT COVERED

THIS COVERAGE DOES NOT APPLY TO DISABILITY:

1. SUSTAINED IN THE COURSE ON AN OCCUPATION BY ANY PERSON WHILE:
 - A) OPERATING, LOADING, UNLOADING, ASSISTING ON, OR PERFORMING ANY OTHER DUTIES RELATED TO THE USE OF A COMMERCIAL **AUTO**, OR AN **AUTO** HIRED OR RENTED TO OTHERS FOR A CHARGE.
 - B) REPAIRING OR SERVICING **AUTOS**, INCLUDING ANY RELATED DUTIES.
2. DUE TO ANY ATTEMPT AT SUICIDE WHILE SANE OR INSANE
3. DUE TO ANY ACT OF WAR, INSURRECTION, REBELLION OR REVOLUTION.
4. SUSTAINED WHILE IN, ON, GETTING INTO OR OUT OF, OR WHEN STRUCK AS A PEDESTRIAN BY
 - A) A VEHICLE OPERATED ON RAILS OR CRAWLER-TREADS;
 - B) A VEHICLE OR OTHER EQUIPMENT DESIGNED FOR USE OFF PUBLIC ROADS, WHILE NOT ON PUBLIC ROADS; OR
 - C) A VEHICLE WHEN USED AS A RESIDENCE OR PREMISES.
5. RESULTING FROM INJURY SUSTAINED BY ANY PERSON ARISING OUT OF THE PARTICIPATION

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IN ANY PREARRANGED, ORGANIZED, OR SPONTANEOUS:

- A) RACING CONTEST;
 - B) SPEED CONTEST; OR
 - C) USE OF AN **AUTO** AT A TRACK OR COURSE DESIGNED OR USED FOR RACING OR HIGH PERFORMANCE DRIVING;
- OR IN PRACTICE OR PREPARATION FOR ANY CONTEST OR USE OF THIS TYPE.

TO WHOM AND WHEN PAYMENT IS MADE

WEEKLY BENEFITS ARE PAYABLE TO THE DISABLED INSURED PERSON. ACCRUED WEEKLY BENEFITS ARE PAYABLE EVERY FOUR WEEKS. ANY REMAINING BALANCE IS PAYABLE AT TERMINATION OF THE DISABILITY PERIOD. BENEFITS END UPON THE DEATH OF THE INSURED PERSON.

PROOF OF CLAIM; MEDICAL REPORTS

AS SOON AS POSSIBLE, ANY PERSON MAKING CLAIM MUST GIVE **US** WRITTEN PROOF OF CLAIM.

THE INJURED PERSON MAY BE REQUIRED TO TAKE MEDICAL EXAMINATIONS BY PHYSICIANS **WE** CHOOSE, AS OFTEN AS **WE** REASONABLY REQUIRE. **WE** MUST BE GIVEN AUTHORIZATION TO OBTAIN MEDICAL REPORTS AND COPIES OF RECORDS PERTINENT TO THE CLAIM.

Part 5

Uninsured Motorists Insurance

Coverage SS

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. **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.

The right to benefits and the amount payable will be decided by agreement between the insured person and **us**. If an agreement can't be reached, the decision may be made by arbitration.

Coverage SS applies regardless of the number of vehicles **you** own, operate or insure under this policy.

If an insured person sues a person believed responsible for the accident without giving **us** notice so as to give **us** adequate time to intervene in a lawsuit, **we** aren't bound by any resulting judgment.

Insured Persons

1. **You** and any relative who resides in **your** household.
2. Any person while in, on, getting into, or out of **your** insured **auto** with **your** permission.
3. Any other person who is legally entitled to recover because of **bodily injury** to **you**, a relative who **resides** in **your** household, or an occupant of **your** insured **auto** with **your** permission.

Insured Auto Means A Motor Vehicle:

1. **You** own. This includes any **auto you** purchase as a replacement for the owned **motor vehicle**.

However, any additional **motor vehicle you** acquire during the policy period will be covered for 30 days after **you** become the owner only if **we** or one of **our** affiliates insure all other **motor vehicles you** own and **you** pay the additional premium.

Coverage for the additional **motor vehicle** will be continued beyond this 30 day period only if:

- a) **you** ask **us** to continue coverage within 30 days after **you** acquire the **motor vehicle**;
 - b) **we** agree to continue coverage for this additional **motor vehicle**; and
 - c) **you** pay any additional premium.
2. **you** or a **resident** relative do not own but:
 - a) **you** are using.
 - b) is being temporarily used by anyone other than **you**:
 - (1) while **your** owned **auto** is being serviced or repaired; or
 - (2) because **your** owned **auto** was stolen or destroyed.

This non-owned **auto** must be used only with the owner's permission. It also must not be

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furnished or available for **your** or a **resident** relative's regular use.

A **motor vehicle** made available for public hire by any insured person is not and cannot be an insured **auto** under this policy.

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** for which the insurer denies coverage, or the insurer becomes insolvent.
3. a hit-and-run **motor vehicle** which causes **bodily injury** to an insured person by physical contact with the insured person or with a vehicle occupied by that person. The identity of the operator and the owner of the vehicle must be unknown or cannot be found. The accident must be reported as soon as possible to the proper authorities. **We** must be notified within 30 days. If the insured person was occupying a vehicle at the time of the accident, **we** have the right to inspect it.
4. an underinsured **motor vehicle** which has liability protection in effect and applicable at the time of the accident but less than the applicable damages the insured person is legally entitled to recover. However, an underinsured **motor vehicle** is not an insured **auto** as defined under this coverage.
5. a **motor vehicle** for which no evidence of financial responsibility is supplied to the Department of Motor Vehicles within 60 days after the accident occurs.

An Uninsured Auto Is Not:

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

However, a **motor vehicle** owned by any federal, state, or local government or agency may be an underinsured **motor vehicle**.

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

Definitions

1. **We, Us, or Our** means the Company as shown on the Policy Declarations.
2. **Bodily Injury** means bodily injury, sickness, disease or death.
3. **Motor vehicle** means a land **motor vehicle** or trailer other than
 - a) a vehicle or other equipment designed for use off public roads, while not on public roads,
 - b) a vehicle operated on rails or crawler-treads, or
 - c) a vehicle when used as a residence or premises.
4. **Resident or Reside** means a person who physically resides in **your** household with the intention of continuing residence there. **Your** unmarried dependent children while temporarily away from home will be considered residents if they intend to resume residing in **your** household.
5. **You or Your** means the insured person named on the Policy Declarations and that person's **resident** spouse.

Exclusions – What Is Not Covered

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

1. **bodily injury** to any person who makes a settlement without **our** written consent.
2. **bodily injury**, if the payment would directly or indirectly benefit any workers compensation or disability benefits insurer including a self-insurer.

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3. **bodily injury** or property damage arising out of the participation in any prearranged, organized or spontaneous:
- racing contest;
 - speed contest; or
 - use of an **auto** at a track or course designed or used for racing or high performance driving;
- or in practice or preparation for any contest or use of this type.

LIMITS OF LIABILITY

THE UNINSURED MOTORISTS LIMIT STATED ON THE POLICY DECLARATIONS IS THE MAXIMUM AMOUNT PAYABLE FOR THIS COVERAGE BY THIS POLICY FOR ANY ONE ACCIDENT. THIS MEANS THE INSURING OF MORE THAN ONE **AUTO** FOR OTHER COVERAGES AFFORDED BY THIS POLICY WILL NOT INCREASE **OUR** LIMIT OF LIABILITY BEYOND THE AMOUNT SHOWN ON THE POLICY DECLARATIONS.

REGARDLESS OF THE NUMBER OF INSURED AUTOS UNDER THIS COVERAGE, THE SPECIFIC AMOUNT SHOWN ON THE POLICY DECLARATIONS IS THE MAXIMUM **WE** WILL PAY UNDER THIS POLICY FOR:

- "EACH PERSON" 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 THE **BODILY INJURY**.
- "EACH ACCIDENT" FOR DAMAGES ARISING OUT OF **BODILY INJURY** TO TWO OR MORE PERSONS IN ANY ONE **MOTOR VEHICLE** ACCIDENT. THIS LIMIT IS SUBJECT TO THE LIMIT FOR "EACH PERSON".

DAMAGES PAYABLE WILL BE REDUCED BY:

- ALL AMOUNTS PAID BY THE OWNER OR OPERATOR OF THE UNINSURED AUTO OR ANYONE ELSE RESPONSIBLE. THIS INCLUDES ALL SUMS PAID UNDER THE BODILY INJURY LIABILITY COVERAGE OF THIS OR ANY OTHER AUTO POLICY.
- ALL AMOUNTS PAYABLE UNDER ANY WORKERS COMPENSATION LAW, DISABILITY BENEFITS LAW, OR SIMILAR LAW, AUTOMOBILE MEDICAL PAYMENTS OR ANY

SIMILAR AUTOMOBILE MEDICAL PAYMENTS COVERAGE.

WE ARE NOT OBLIGATED TO MAKE ANY PAYMENT FOR **BODILY INJURY** UNDER THIS COVERAGE WHICH ARISES OUT OF THE USE OF AN UNDERINSURED **MOTOR VEHICLE** UNTIL AFTER THE LIMITS OF LIABILITY FOR ALL LIABILITY PROTECTION IN EFFECT AND APPLICABLE AT THE TIME OF THE ACCIDENT HAVE BEEN EXHAUSTED BY PAYMENT OF JUDGMENT OR SETTLEMENTS.

IF THERE IS OTHER INSURANCE

IF THE INSURED PERSON WAS IN, ON, GETTING INTO OR OUT OF A VEHICLE WHICH IS INSURED FOR THIS COVERAGE UNDER ANOTHER POLICY, THIS COVERAGE WILL BE EXCESS. THIS MEANS THAT WHEN THE INSURED PERSON IS LEGALLY ENTITLED TO RECOVER DAMAGES IN EXCESS OF THE OTHER POLICY LIMIT, **WE** WILL PAY UP TO **YOUR** POLICY LIMIT, BUT ONLY AFTER THE OTHER INSURANCE HAS BEEN EXHAUSTED.

IF MORE THAN ONE POLICY APPLIES TO THE ACCIDENT ON A PRIMARY BASIS, THE TOTAL BENEFITS PAYABLE TO ANY ONE PERSON WILL NOT EXCEED THE MAXIMUM BENEFITS PAYABLE BY THE POLICY WITH THE HIGHEST LIMIT FOR UNINSURED MOTORISTS COVERAGE. **WE** WILL BEAR **OUR** PROPORTIONATE SHARE WITH OTHER UNINSURED MOTORISTS BENEFITS. THIS APPLIES NO MATTER HOW MANY AUTOS OR AUTO POLICIES MAY BE INVOLVED WHETHER WRITTEN BY **US** OR ANOTHER COMPANY.

Proof Of Claim; Medical Reports

As soon as possible, **you** or any other person making claim must give **us** written proof of claim, including all details reasonably required by **us** to determine the amounts payable. **We** may also require any person making claim to submit to questioning under oath and sign the transcript.

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

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Assistance And Cooperation

We may require the insured person to take proper action to preserve all rights to recover damages from anyone responsible for the **bodily injury**.

Trust Agreement

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

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

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

Payment Of Loss By Us

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

Action Against Us

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

If We Cannot Agree

If the insured person and **we** don't agree on that person's right to receive damages on any claim involving an amount of \$15,000 or less, the dispute will be settled by arbitration.

If the insured person and **we** don't agree on that person's right to receive damages on any claim involving an amount over \$15,000, then upon mutual consent of the insured person and **us** the disagreement will be settled by arbitration. The

insured person and **we**, however, must mutually agree to arbitrate the disagreements. If the insured person and **we** do not agree to arbitrate, then the disagreement will be resolved in a court of competent jurisdiction.

Unless the insured person or **we** object, arbitration will take place under the rules of the American Arbitration Association.

If either party objects to the use of the rules of the American Arbitration Association, the following alternative method of arbitration will be used. The insured person will select one arbitrator and **we** will select another. The two arbitrators will select a third. If they can't agree on a third arbitrator within 30 days, the judge of the court of record in the county of jurisdiction where arbitration is pending will appoint the third arbitrator. The written decision of any two arbitrators will determine the issues. Local rules governing evidence and procedure will apply. The insured person will pay the arbitrator that person selects and **we** will pay the one **we** select. The expense of the third arbitrator and all other expenses of arbitration will be shared equally. However, attorney fees and fees paid to medical or other expert witnesses are not considered arbitration expenses and are to be paid by the party incurring them.

Regardless of the method of arbitration, either party has a right to a trial on all issues in a court of competent jurisdiction. Costs, including attorney fees, are to be paid by the party incurring them.

Part 6

Protection Against Loss To The Auto

The following coverages apply when indicated on the Policy Declarations. Additional payments, autos insured, definitions, exclusions, and other information applicable to all these coverages appear beginning on page 18.

COVERAGE DD

Auto Collision Insurance

We will pay for direct and accidental loss to **your** insured **auto** or a non-owned **auto** (including insured loss to an attached trailer) from a collision with another object or by upset of that **auto** or trailer. The deductible amount will not be subtracted from the

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loss payment in collisions involving **your** insured **auto** and another **auto** insured by **us**.

COVERAGE DE Diminishing Deductible Auto Collision Insurance

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

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

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

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

COVERAGE HH Auto Comprehensive Insurance

We will pay for direct and accidental loss to **your** insured **auto** or a non-owned **auto** not caused by collision. Loss caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, and riot or civil commotion is covered. Glass breakage, whether or not caused by collision, and collision with a bird or animal is covered.

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

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

COVERAGE HE Auto Fire, Lightning and Transportation Insurance

We will pay for direct and accidental loss to **your** insured **auto** or a non-owned **auto** due to:

1. fire or lightning.
2. smoke or smudge due to a sudden, unusual and faulty operation of any fixed heating equipment serving the premises in which the **auto** is located.
3. stranding, sinking, burning, collision or derailment of any conveyance in or upon which the **auto** is being transported on land or on water.

COVERAGE HF Auto Theft Insurance

We will pay for direct and accidental loss to **your** insured **auto** or a non-owned **auto** caused by theft or larceny.

COVERAGE HG Auto Fire, Lightning, Transportation and Theft Insurance

We will pay for direct and accidental loss to **your** insured **auto** or a non-owned **auto** caused by any peril listed under Coverages HE or HF above.

COVERAGE JJ Towing and Labor Costs

We will pay costs for labor done at the initial place of disablement of **your** insured **auto** or a non-owned **auto**. **We** will also pay for towing made necessary by the disablement of **your** insured **auto** or a non-owned **auto**. The total limit of **our** liability for each loss is stated on the Policy Declarations.

COVERAGE UU Rental Reimbursement Coverage

If **you** have collision or comprehensive coverage under this policy and the loss involves either coverage, **we** will repay **you** for **your** cost of renting an **auto** from a rental agency or garage. **We** will not pay more than the dollar amount per day shown on

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the Policy Declarations. **We** will not pay mileage charges.

If **your** insured **auto** is stolen, payment for transportation expenses will be made under the terms of paragraph 3 of "Additional Payments We Will Make". However, the limits for this coverage will apply if they exceed the limits stated under "Additional Payments We Will Make".

If an insured **auto** is disabled by a collision or comprehensive loss, coverage starts the day of the loss. If the entire insured **auto** is stolen, coverage begins the day **you** report the theft to **us**. If an insured **auto** is driveable, coverage starts the day the **auto** is taken to the garage for repairs.

Coverage ends when the first of the following occurs:

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

COVERAGE ZA

Sound System Coverage

We will pay for loss to a **sound system** permanently installed in **your auto** by bolts, brackets or other means, its antennas or other apparatus in or on **your auto** used specifically with that system.

Coverage ZA applies only if comprehensive insurance is in effect under this policy. This coverage makes **sound systems**, and antennas or other apparatus used specifically with them, insured property under the terms of both collision and comprehensive insurance. The limit of **our** liability is shown on the Policy Declarations.

COVERAGE ZZ

Tape Coverage

We will pay for loss to any tapes or similar items used with any **auto sound system**. Coverage applies to property **you** or a **resident** relative own that is in or on **your** insured **auto** at the time of loss. The total

limit of **our** liability for each loss is shown on the Policy Declarations.

This coverage applies only if **you** have comprehensive insurance under this policy. Coverage ZZ makes tapes or similar items insured property under **your** comprehensive insurance.

Additional Payments We Will Make

1. **We** will pay up to \$200 for loss of clothing and personal luggage, including its contents, belonging to **you** or a **resident** relative while it is in or upon **your** insured **auto**. This provision does not apply if the insured **auto** is a **travel-trailer**.

This coverage applies only when:

- a) the loss is caused by collision and **you** have purchased collision insurance.
- b) the entire **auto** is stolen, and **you** have purchased comprehensive insurance.
- c) physical damage is done to the **auto** and to the clothing and luggage caused by earthquake, explosion, falling objects, fire, lightning, or flood and **you** have purchased comprehensive insurance.

2. **We** will repay **you** up to \$10 for the cost of transportation from the place of theft of **your** insured **auto** or disablement of the **auto** to **your** destination, if
 - a) the entire **auto** is stolen and **you** have comprehensive coverage under this policy.
 - b) the **auto** is disabled by a collision or comprehensive loss, and **you** have the coverage under this policy applicable to the loss.

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

3. If **you** have comprehensive insurance under this policy, **we** will repay up to \$10 a day but not more than \$300 for each loss for the cost of transportation when the entire **auto** is stolen. This coverage begins 48 hours after **you** report the theft to **us**, but ends when **we**

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offer settlement or **your auto** is returned to use.

4. If **you** have purchased collision or comprehensive insurance under this policy, **we** will pay general average and salvage charges imposed when **your** insured **auto** is being transported.

Insured Autos

1. Any **auto** described on the Policy Declarations. This includes the four wheel private passenger **auto** or **utility auto** **you** replace it with if **you** notify **us** within 60 days of the replacement and pay any additional premium.
2. An additional four wheel private passenger **auto** or **utility auto** **you** acquire ownership of during the policy period will be covered for 30 days immediately after **you** become the owner.

However, **we** will provide this coverage only if **we** or one of **our** affiliates insure all other private passenger **autos** or **utility autos** **you** own, and **you** pay the additional premium.

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

- a) **you** ask **us** to continue coverage within 30 days after **you** acquire the **auto** or **utility auto**;
 - b) **we** agree to continue coverage for this additional **auto** or **utility auto**; and
 - c) **you** pay the additional premium.
3. A substitute four wheel private passenger **auto** or **utility auto**, not owned by **you** or a **resident**, temporarily used with the permission of the owner while **your** insured **auto** is being serviced or repaired, or if **your** insured **auto** is stolen or destroyed.
 4. A non-owned four wheel private passenger **auto** or **utility auto** used by **you** or a **resident** relative with the owner's permission. This **auto** must not be available or furnished for the regular use of **you** or any **resident**.

5. A trailer while attached to an insured **auto**. This trailer must be designed for use with a private passenger **auto**. This trailer can't be used for business purposes with other than a private passenger **auto** or **utility auto**. Home, office, store, display, passenger trailers, **travel-trailers** or **camper units** are not covered unless described on the Policy Declarations.

Definitions

1. **We, Us** or **Our** means the company shown on the Policy Declarations.
2. **Auto** means a land motor vehicle designed for use on public roads.
3. **Camper Unit** means a demountable unit designed to be used as temporary living quarters, including all equipment and accessories built into and forming a permanent part of the unit. A camper unit does not include:
 - a) caps, tops or canopies designed for use as protection of the cargo area of a **utility auto**; or
 - b) radio or television antennas, awnings, cabanas, or equipment designed to create additional off-highway living facilities.
4. **Motor Home** means a self-propelled vehicle equipped, designed or used as a living quarters.
5. **Resident** means a person who physically resides in **your** household with the intention of continuing living there. **Your** unmarried dependent children while temporarily away from home will be considered residents if they intend to resume residing in **your** household.
6. **Sound System** means any device within the insured **auto** designed for:
 - a) voice or video transmission, or for voice, video or radar signal reception; or
 - b) recording or playing back recorded material; or
 - c) supplying power to cellular or similar telephone equipment,

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and which is installed in a location other than the one designed by the auto's manufacturer for that device.

7. **Travel-trailer** means a trailer of the house, cabin or camping type equipped or used as a living quarters.
8. **Utility Auto** means an **auto** of the pick-up body, sedan delivery or panel truck type. This **auto** must have a rated load capacity of not more than 2,000 pounds.
9. **You** or **Your** means the policyholder named on the Policy Declarations and that policyholder's **resident** spouse.

Exclusions – What Is Not Covered

These coverages don't apply to:

1. loss caused intentionally by, or at the direction of, an insured person.
2. any **auto** used for the transportation of people or property for a fee. This exclusion does not apply to shared-expense car pools.
3. any damage or loss resulting from any act of war, insurrection, rebellion or revolution.
4. loss to any non-owned **auto** used in auto business operations such as repairing, servicing, testing, washing, parking, storing or selling of **autos**.
5. loss due to radioactive contamination.
6. damage resulting from wear and tear, freezing, mechanical or electrical breakdown unless the damage is the burning of wiring used to connect electrical components, or the result of other loss covered by this policy.
7. tires unless stolen or damaged by fire, malicious mischief or vandalism. Coverage is provided if the damage to tires occurs at the same time and from the same cause as other loss covered by this policy.
8. loss to any **sound system** within **your auto**.

Coverages under this Part also will not apply to any apparatus in or on the **auto** designed for use with that system.

This exclusion will not apply if **you** have purchased Coverage ZA.

9. loss to any tapes or similar items, unless **you** have Coverage ZZ under this policy.
10. loss to a **camper unit** whether or not mounted. This exclusion will not apply if the **camper unit** is described on the Policy Declarations.
11. loss to appliances, furniture, equipment and accessories that are not built into or forming a permanent part of a **motor home** or **travel-trailer**.
12. loss to **your motor home** or **travel-trailer** while rented to anyone else unless a specific premium is shown on the Policy Declarations for the rented vehicle.
13. loss or damage arising out of the participation in any prearranged, organized, or spontaneous:
 - a) racing contest;
 - b) speed contest; or
 - c) use of an **auto** at a track or course designed or used for racing or high performance driving;or in practice or preparation for any contest or use of this type.

Right To Appraisal

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

Payment Of Loss By Us

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

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

LIMITS OF LIABILITY

OUR LIMIT OF LIABILITY IS THE LEAST OF:

1. THE ACTUAL CASH VALUE OF THE PROPERTY OR PART OF ITS PHYSICAL CONDITION AT THE TIME OF LOSS, WHICH MAY INCLUDE A DEDUCTION FOR DEPRECIATION; OR
2. THE COST TO REPAIR OR REPLACE THE PROPERTY OR PART OF ITS PHYSICAL CONDITION AT THE TIME OF LOSS USING PARTS PRODUCED BY OR FOR THE VEHICLE'S MANUFACTURER, OR PARTS FROM OTHER SOURCES, INCLUDING, BUT NOT LIMITED TO, NON ORIGINAL EQUIPMENT MANUFACTURERS, SUBJECT TO APPLICABLE STATE LAWS AND REGULATIONS; OR
3. \$500, IF THE LOSS IS TO A COVERED TRAILER NOT DESCRIBED ON THE POLICY DECLARATIONS.

ANY APPLICABLE DEDUCTIBLE AMOUNT IS THEN SUBTRACTED.

IF **WE**, AT **OUR** OPTION, ELECT TO PAY FOR THE COST TO REPAIR OR REPLACE THE PROPERTY OR PART, **OUR** 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**.

IF THERE IS OTHER INSURANCE

IF THERE IS OTHER INSURANCE COVERING THE LOSS AT THE TIME OF THE ACCIDENT, **WE** WILL PAY ONLY **OUR** SHARE OF ANY DAMAGES. **OUR** SHARE IS DETERMINED BY ADDING THE LIMITS OF THIS INSURANCE TO THE LIMITS OF ALL OTHER INSURANCE THAT APPLIES ON THE SAME BASIS AND FINDING THE PERCENTAGE OF THE TOTAL THAT **OUR** LIMITS REPRESENT.

WHEN THIS INSURANCE COVERS A SUBSTITUTE **AUTO** OR NON-OWNED **AUTO**, **WE** WILL PAY ONLY AFTER ALL OTHER COLLECTIBLE INSURANCE HAS BEEN EXHAUSTED.

WHEN THIS INSURANCE COVERS A REPLACEMENT **AUTO** OR ADDITIONAL **AUTO**, THIS POLICY WON'T APPLY IF **YOU** HAVE OTHER COLLECTIBLE INSURANCE.

WHEN MORE THAN ONE COVERAGE IS APPLICABLE TO THE LOSS, **YOU** MAY RECOVER UNDER THE BROADEST COVERAGE BUT NOT BOTH. HOWEVER, ANY COVERAGE ZA DEDUCTIBLE WILL ALWAYS APPLY.

Action Against Us

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

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.

Loss Payable Clause

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

1. Where fraud, material misrepresentation, material omission, or intentional damage has been committed by or at the direction of **you**.

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2. When the vehicle(s) is intentionally damaged, destroyed or concealed by or at the direction of **you** or any owner.
3. When **you** or any owner makes fraudulent statement(s) or engages in fraudulent conduct in connection with any accident or loss for which coverage is sought.

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

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

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

Whenever **we** pay the Lienholder and/or Lessor any sum for loss or damage under this policy, **we** will be

subrogated to the extent of payment to the rights of the party to whom payment was made. However, these subrogation provisions must in no way impair the rights of the Lienholder and/or Lessor to recover the full amount of its claim from the insured.

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

What You Must Do If There Is A Loss

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

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