Allstate Auto Insurance Policy

Policy:  
Effective:

Issued to:
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Allstate Insurance Company

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. If you pay the premiums when due and comply with the policy terms, Allstate, relying on the information you have given us, makes the following agreements with you.

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

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

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

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

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

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

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

COMBINING LIMITS OF TWO OR MORE AUTOS PROHIBITED
If you have two or more autos insured in your name and one of these autos is involved in an accident, only the coverage limits shown on the policy declarations for that auto will apply. When you have two or more autos insured in your name and none of them is involved in the accident, you may choose any single auto shown on the policy declarations and the coverage limits applicable to that auto will apply.

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

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

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

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

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, 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.

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, Allstate won’t cancel your policy 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. Allstate has 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.

Part 1
Automobile Liability Insurance
Bodily Injury — Coverage AA
Property Damage — Coverage BB

Allstate will pay for 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 Allstate Will Make
When we defend an insured person under this part, we will pay

1. up to $50 a day for loss of wages or salary if we ask that person to attend hearings or trials to defend against a bodily injury suit. We won’t pay for loss of other income. We will pay other reasonable expenses incurred at our request.

2. court costs for defense.

3. interest accruing on damages awarded. We will pay this interest only until we have paid, offered, or deposited in court the amount for which we are liable under this policy. We will only pay interest on damages not exceeding our limits of liability.

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,
   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 this 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 become the owner of during
   the policy period. This auto will be covered if we
   insure all other private passenger autos or utility
   autos you own. You must, however, tell us
   within 60 days of acquiring the auto. You must
   pay any additional premium.
3. A substitute four wheel private passenger auto
   or utility auto, not owned by you or a resident,
   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. "Allstate", "We", "Us", or "Our" — means the
   Allstate Insurance Company or Allstate
   Indemnity 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
Allstate 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 not 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. bodily injury to you or any resident of your
household related to you by blood, marriage, or
adoption to the extent that the limits of liability
for this coverage exceed the limits of liability
required by the Nevada financial responsibility law.

6. 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.

7. 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.

8. bodily injury or property damage which would
also be covered under nuclear energy liability
insurance to the extent that the limits of 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.

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, WASHING, PARKING, STORING,
DELIVERING OR SELLING OF AUTOS.

Assistance And Cooperation
When we ask, an insured person must cooperate
with us in the investigation, settlement and defense
of any claim or lawsuit. If we ask, that person must
also help us obtain payment from anyone who may
be jointly responsible.
We can’t be obligated if an insured person voluntarily takes any action or makes any payments other than for covered expenses for bail bonds or first aid to others.

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

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

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

What To Do In Case Of An Auto Accident Or Claim
If an insured person has an auto accident, we must be informed promptly of all details. If an insured person is sued as the result of an auto accident, we must be informed immediately.

Part 2
Automobile Medical Payments Coverage CC
Allstate will pay to or on behalf of an insured person all reasonable expenses actually incurred by an 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 the treatment is covered under any workers compensation law.

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

2. Any 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 become the owner of during the policy period. This auto will be covered if we insure all other private passenger autos or utility autos you own. You must, however, tell us within 60 days of acquiring the auto. You must pay any additional premium.

3. A substitute four wheel private passenger auto or utility auto, not owned by you or a resident, temporarily used while your insured auto is being serviced or repaired, or if your insured auto is stolen or destroyed.

4. A non-owned auto 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.

Definitions
1. “Allstate”, “We”, “Us”, or “Our” — means the Allstate Insurance Company or Allstate Indemnity 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 pickup body, sedan delivery or panel truck type. This auto must have a rated load capacity of not more than 2,000 pounds.

5. “You” or “Your” — means the policyholder named on the Policy Declarations and that policyholder’s resident spouse.

Exclusions — What is not covered
This coverage does not apply to bodily injury, sickness, disease or death to
1. you or a resident relative while in, on, getting into or out of an auto you or a resident relative own but do not insure for this coverage.
2. you or a resident relative while in, on, getting into or out of, or struck as a pedestrian by:
   a) a vehicle operated on rails or crawler-treads, or
   b) a vehicle or other equipment designed for use off public roads, while not on public roads.
3. any person while in, on, getting into or out of:
   a) an owned auto while available for hire to the public. This exclusion does not apply to shared-expense car pools.
   b) an auto or trailer while used as a residence or premises.
4. any person, other than you or a resident relative, while using a non-owned auto:
   a) which is available for hire by the public, or
   b) in auto business operations such as repairing, servicing, testing, washing, parking, storing or selling of autos.

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

5. any person resulting from any act of war, insurrection, rebellion, or revolution.

LIMITS OF LIABILITY
THE LIMIT SHOWN ON THE POLICY DECLARATIONS IS THE MAXIMUM WE WILL PAY FOR ALL EXPENSES INCURRED BY OR FOR EACH INSURED 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 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, ALLSTATE WILL PAY ONLY AFTER ALL OTHER COLLECTIBLE AUTO MEDICAL INSURANCE HAS BEEN EXHAUSTED.

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

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

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

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

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 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
Allstate will pay the benefit shown on the Policy Declarations if an 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

“Allstate”, “We”, or “Us” — means the Allstate Insurance Company or Allstate Indemnity Company as shown on the Policy Declarations.

“Auto” — means a land motor vehicle designed for use on public roads.

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

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

Allstate has the right and must be given the opportunity to make an autopsy where it is not 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
Allstate will pay the weekly benefit shown on the Policy Declarations if an insured person sustains continuous total disability as a direct result of bodily injury, sickness or 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. “Allstate”, “We”, or “Us” — means the Allstate Insurance Company or Allstate Indemnity 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 of an occupation by any person while:
a) operating, loading, unloading, assisting on, or performing any other duties related to the use of a commercial auto, or an auto hired or rented to others for a charge.
b) repairing or servicing autos, including any related duties.

2. due to any attempt at suicide while sane or insane.

3. due to any act of war, insurrection, rebellion or revolution.

4. sustained while in, on, getting into or out of, or when struck as a pedestrian by
   a) a vehicle operated on rails or crawler-treads;
   b) a vehicle or other equipment designed for use off public roads, while not on public roads; or
   c) a vehicle when used as a residence or premises.

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

Proof Of Claim; Medical Reports
As soon as possible, any person making claim must give us written proof of claim.

The injured person may be required to take 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 because of bodily injury which an insured person is legally entitled to recover from the owner or operator of an uninsured auto. Bodily injury must be caused by accident and arise out of the ownership, maintenance or use of an uninsured auto. We will not pay any punitive or exemplary damages.

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

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 other 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.

An insured auto is a motor vehicle:
1. described on the Policy Declarations and the motor vehicle you replace it with.
2. you acquire ownership of during the policy period. This additional motor vehicle will be covered if Allstate insures all other private passenger motor vehicles you own. You must, however, notify Allstate within 60 days after you acquire the motor vehicle and you must pay any additional premium.
3. not owned by you or a relative who resides in your household, being temporarily used while your insured auto is being serviced or repaired, or if your insured auto is stolen or destroyed. The motor vehicle must be used with the owner’s permission. It can’t be furnished for the regular use of you or any relative who resides in your household.
4. not owned by you or a relative who resides in your household, being operated by you with the owner’s permission. The motor vehicle can’t be furnished for the regular use of you or any relative who resides in your household.
5. not made available for public hire by an insured person.
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.
2. a motor vehicle owned by any federal, state, or local government or agency.
3. a motor vehicle insured for bodily injury under Part 1 of this policy.

Definitions
1. "Allstate", "We", "Us", or "Our" — means the Allstate Insurance Company or Allstate Indemnity 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 insured person’s resident spouse.

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 who makes a settlement without our written consent.
2. bodily injury to anyone while in, on, getting into or out of a motor vehicle you own which is insured for this coverage under another policy.
3. bodily injury, if the payment would directly or indirectly benefit any workers compensation or disability benefits insurer including a self insurer.

LIMITS OF LIABILITY
THE COVERAGE LIMIT SHOWN ON THE POLICY DECLARATIONS FOR:
1. "EACH PERSON" IS THE MAXIMUM THAT WE WILL PAY FOR DAMAGES ARISING OUT OF BODILY INJURY TO ONE PERSON IN ANY ONE MOTOR VEHICLE ACCIDENT, INCLUDING DAMAGES SUSTAINED BY ANYONE ELSE AS A RESULT OF THAT BODILY INJURY.
2. "EACH ACCIDENT" IS THE MAXIMUM THAT WE WILL PAY FOR DAMAGES ARISING OUT OF BODILY INJURY TO TWO OR MORE PERSONS IN ANY ONE MOTOR VEHICLE ACCIDENT. THIS LIMIT IS SUBJECT TO THE LIMIT FOR 'EACH PERSON'.
THESE LIMITS ARE THE MAXIMUM ALLSTATE WILL PAY FOR ANY ONE MOTOR VEHICLE ACCIDENT REGARDLESS OF THE NUMBER OF:
1. CLAIMS MADE;
2. VEHICLES OR PERSONS SHOWN ON THE POLICY DECLARATIONS; OR
3. VEHICLES INVOLVED IN THE ACCIDENT.

DAMAGES PAYABLE WILL BE REDUCED BY
1. 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.
2. ALL AMOUNTS PAYABLE UNDER ANY WORKERS COMPENSATION LAW, DISABILITY BENEFITS LAW, OR SIMILAR LAW, AUTOMOBILE MEDICAL PAYMENTS, OR ANY SIMILAR AUTOMOBILE MEDICAL PAYMENTS COVERAGE.

WE ARE NOT OBLIGATED TO MAKE ANY PAYMENT FOR BODILY INJURY UNDER THIS COVERAGE WHICH ARISES OUT OF THE USE OF AN UNDERINSURED 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 JUDGMENTS OR SETTLEMENTS.

IF THERE IS OTHER INSURANCE
IF THE INSURED PERSON WAS IN, ON, GETTING INTO OR OUT OF A VEHICLE YOU DO NOT OWN WHICH IS INSURED FOR THIS COVERAGE UNDER ANOTHER POLICY, 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 ALLSTATE 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.

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

Action Against Allstate
No one may sue us under this coverage unless there is full compliance with all the policy terms.
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 $3000 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 $3000, then upon the mutual consent of the insured person and Allstate the disagreement may 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 14.

COVERAGE DD
Auto Collision Insurance
Allstate will pay for direct and accidental loss to your insured auto or a non-owned auto (including insured loss to an attached trailer) from a collision with another object or by upset of that auto or trailer. The deductible amount won’t be subtracted from the 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, Allstate will pay for direct and accidental loss to your insured auto or a non-owned auto (including insured loss to an attached trailer) from a collision with another object or by upset of that auto or trailer. No deductible applies to losses in excess of $100.

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

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

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

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

By agreement between you and Allstate, the deductible amount will not be subtracted from a
Allstate Insurance Company

glass breakage loss if the glass is repaired rather than replaced.

COVERAGE HE
Auto Fire, Lightning and Transportation Insurance
Allstate will pay for direct and accidental loss to your insured auto or a non-owned auto due to:
1. fire or lightning.
2. smoke or smudge due to a sudden, unusual and faulty operation of any fixed heating equipment serving the premises in which the auto is located.
3. stranding, sinking, burning, collision or derailment of any conveyance in or upon which the auto is being transported on land or on water.

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

COVERAGE UU
Rental Reimbursement Coverage
If you have collision or comprehensive coverage under this policy and the loss involves either coverage, Allstate will repay you for your cost of renting an auto from a rental agency or garage. We will not pay more than the dollar amount per day, shown on the Policy Declarations. We 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 Allstate Will Make’. However, the limits for this coverage will apply if they exceed the limits stated under ’Additional Payments Allstate Will Make’.

If your insured auto is disabled by a collision or comprehensive loss, coverage starts the day after the loss. If it is driveable, coverage starts the day after 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
Allstate 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
Allstate will pay for loss to any tapes or similar items used with any auto sound systems. Coverage applies to property you or a resident relative own that is in or on your insured auto at the time of loss. The total limit of our liability for each loss is shown on the Policy Declarations.

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

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

This coverage applies only when:

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

2. Allstate will repay you up to $10 for the cost of transportation from the place of theft of your insured auto or disablement of the auto to your destination, if:

a) the entire auto is stolen and you have comprehensive coverage under this policy.
b) the auto is disabled by a collision or comprehensive loss, and you have the coverage under this policy applicable to the loss.

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

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

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

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

Definitions

1. "Allstate", "We", "Us", or "Our" — means the Allstate Insurance Company or Allstate Indemnity Company as 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 residence 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,

   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 do not 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 your travel-trailer while rented to anyone else unless a specific premium is shown on the Policy Declarations for the rented vehicle.

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

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

ALLSTATE’S LIMIT OF LIABILITY IS THE ACTUAL CASH VALUE OF THE PROPERTY OR DAMAGED PART OF THE PROPERTY AT THE TIME OF LOSS. THE ACTUAL CASH VALUE WILL BE REDUCED BY THE DEDUCTIBLE FOR EACH COVERAGE AS SHOWN ON THE POLICY DECLARATIONS. HOWEVER, OUR LIABILITY WILL NOT EXCEED WHAT IT WOULD COST TO REPAIR OR REPLACE THE PROPERTY OR PART WITH OTHER OF LIKE KIND AND QUALITY. THE LIMIT FOR LOSS TO ANY COVERED TRAILER NOT DESCRIBED ON THE POLICY DECLARATIONS IS $500.

AN AUTO AND ATTACHED TRAILER ARE CONSIDERED SEPARATE AUTOS, AND YOU MUST PAY THE DEDUCTIBLE, IF ANY, ON EACH. ONLY ONE DEDUCTIBLE WILL APPLY TO AN AUTO WITH A MOUNTED CAMPER UNIT. IF UNMOUNTED, A SEPARATE DEDUCTIBLE WILL APPLY TO THE AUTO AND CAMPER UNIT.

IF THERE IS OTHER INSURANCE

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

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

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

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

Action Against Allstate

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

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.

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.

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

Secretary

President, Personal Lines