

Policy Endorsement

The following endorsement changes your policy. Please read this document carefully and keep it with your policy.

Nevada Amendatory Endorsement — AU1887-5

It is agreed that:

I. The **General** section is amended by the following:

A. The first paragraph of the policy is replaced by the following:

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, **Allstate**, relying on the information **you** have given **us**, makes the following agreements with **you**.

B. The **When and Where The Policy Applies** provision is replaced by the following:

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.

C. The **Duty To Report Autos** provision is replaced by the following:

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.

- D. Under the provision titled **Cancellation**, the following sentence is added:

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

- E. The following provision is added:

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.

- F. The following provision is added:

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

- G. The following provisions are added:

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 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.

II. In **Part 1, Automobile Liability Insurance Coverages AA and BB** is amended as follows:

A. Under **Insured Autos**, item 2 is replaced by the following:

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 **Allstate** or one of its 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.

B. Under **Exclusions—What is not covered**, item 5 is deleted.

C. Under **Exclusions—What is not covered**, the following is added:

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.

D. The **If There Is Other Insurance** provision is replaced by the following:

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.

III. In **Part 2, Automobile Medical Payments Coverage CC** the following is amended:

A. Under **Insured Autos**, item 2 is replaced by the following:

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 **Allstate** or one of its 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.

B. Under **Exclusions—What is not covered**, the following is added:

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.

IV. In **Part 3, Automobile Death Indemnity Insurance Coverage CM, Exclusions - What is not covered**, the following is added:

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.

V. In **Part 4, Automobile Disability Income Protection Coverage CW, Exclusions - What is not covered**, the following is added:

5. resulting from injury sustained by any person arising out of 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.

VI. In **Part 5, Uninsured Motorists Coverage SS** is replaced by the following:

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 **Allstate**. 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 **Allstate** or one of its 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 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. "**Allstate**", "**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

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**, if the payment would directly or indirectly benefit any workers compensation or disability benefits insurer including a self-insurer.
3. **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.

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:

1. "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**.
2. "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:

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 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 **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 \$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 **Allstate** 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.

VII. In **Part 6, Protection Against Loss To The Auto**, is amended by the following:

A. Under **Insured Autos**, item 2 is replaced by the following:

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 **Allstate** or one of its 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.

B. Under **Exclusions—What is not covered**, the following is added:

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.

C. The **Limits of Liability** provision is replaced by the following:

LIMITS OF LIABILITY

ALLSTATE'S 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 MAUFACTURERS, SUBJECT TO APPLICABLE STATE LAWS AND REGULATIONS; OR
3. \$500, IF THE LOSS IS TO A COVERED TRAILER NOT DESCRIBED ON THE POLICY DECLARATIONS.

ANY APPLICABLE DEDUCTIBLE AMOUNT IS THEN SUBTRACTED.

IF **ALLSTATE**, AT ITS OPTION, ELECTS TO PAY FOR THE COST TO REPAIR OR REPLACE THE PROPERTY OR PART, **ALLSTATE'S** LIABILITY DOES NOT INCLUDE ANY DECREASE IN THE PROPERTY'S VALUE, HOWEVER MEASURED, RESULTING FROM THE LOSS AND/OR REPAIR OR REPLACEMENT. IF REPAIR OR REPLACEMENT RESULTS IN THE BETTERMENT OF THE PROPERTY OR PART, **YOU** MAY BE RESPONSIBLE, SUBJECT TO APPLICABLE STATE LAWS AND REGULATIONS, FOR THE AMOUNT OF THE BETTERMENT.

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

All other policy terms and conditions apply.