

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

Allstate Indemnity Nevada Automobile Amendatory Endorsement - AIU156-5

It is agreed that:

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

A. The following provision is added:

Conditional Reinstatement

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

B. The provision titled **Termination** is replaced by the following:

Termination

If **we** offer to renew **your** policy and **your** required premium payment 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.

C. Under the provision titled **Cancellation**, the following is added:

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

D. 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 of 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 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 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 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 I—Automobile Liability Insurance Coverages AA and BB** is amended as follows:

A. The definition of Utility Auto is replaced by the following:

5. "**Utility Auto**" means an auto of the pickup body, sedan delivery, or panel truck type. This **auto** must have a gross vehicle weight of 10,000 pounds or less, according to manufacturer's specifications.

B. Under **Exclusions—What Is Not Covered**, item 6 is deleted.

C. Under **Exclusions—What Is Not Covered**, item 10 is replaced by the following:

10. **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.

III. In **Part II—Automobile Medical Payments Coverage CC** is amended as follows:

A. The definition of Utility Auto is replaced by the following:

6. "**Utility Auto**" means an **auto** of the pickup body, sedan delivery, or panel truck type. This **auto** must have a gross vehicle weight of 10,000 pounds or less, according to manufacturer's specifications.

B. Under **Exclusions—What Is Not Covered**, item 7 is replaced by the following:

7. any person 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.

IV. In **Part III—Uninsured Motorists Insurance Coverage SS**, is amended as follows:

A. The **An Uninsured Auto is Not** provision is replaced by the following:

An uninsured auto is not:

- a **motor vehicle** that is lawfully self-insured.

However, a lawfully self-insured motor vehicle may be an underinsured motor vehicle.

- 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**.

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

B. 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:

- 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.

C. If **We Cannot Agree** provision is replaced by the following:

If the insured person and **we** do not agree on that person's right to receive damages or on the amount, then upon mutual consent, the disagreement will be settled by arbitration.

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

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. **We** will select another. The two arbitrators will select a third. If they cannot 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 agreement of any two arbitrators will determine the issues. The insured person will pay the arbitrator that person selects. **We** will pay the one **we** select. The expenses of the third arbitrator and all other expenses of arbitration will be shared equally. However, attorney fees and fees paid to medical and other expert witnesses are not considered arbitration expenses. These costs will be paid by the party incurring them.

V. In **Part IV—Protection Against Loss To The Auto** is amended as follows:

A. Coverage HH is replaced by the following:

Automobile Comprehensive Insurance—Coverage HH 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 or 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.

Allstate will pay up to \$2,500 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. However, any deductible amount which applies will be subtracted from the loss amount.

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

B. Coverage AE is eliminated from the policy.

C. The definition of Utility Auto is replaced by the following:

7. "**Utility Auto**" means an **auto** of the pickup body, sedan delivery, or panel truck type. This **auto** must have a gross vehicle weight of 10,000 pounds or less, according to manufacturer's specifications.

D. Under **Exclusions—What Is Not Covered**, items 1 and 8 are replaced by the following:

1. loss which may reasonably be expected to result from the intentional or criminal acts of **you**, any **resident**, or any other person using the insured **auto** with **your** permission or which in fact is intended by that person
8. any loss, other than collision, to any **sound system** within **your auto**, including any apparatus in or on the **auto** designed for use with that system.

If **you** have purchased Coverage HH, this exclusion will not apply to losses to any **sound system** up to the limit stated in Coverage HH for **sound systems**. Losses in excess of the limit for loss to **sound systems** provided under Coverage HH will be covered if **you** have purchased Coverage ZA.

E. Under **Exclusions—What Is Not Covered**, items 13 and 14 are deleted.

F. Under **Exclusions—What Is Not Covered**, item 15 is replaced by the following:

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.

G. The **Limits of Liability** section 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 DAMAGED PART OF THE PROPERTY AT THE TIME OF LOSS, WHICH MAY INCLUDE A DEDUCTION FOR DEPRECIATION;
2. THE COST TO REPAIR OR REPLACE THE PROPERTY OR PART TO ITS PHYSICAL CONDITION AT THE TIME OF LOSS USING PARTS PRODUCED BY OR FOR THE VEHICLE'S

MANUFACTURER, OR PARTS FROM OTHER SOURCES, INCLUDING, BUT NOT LIMITED TO, NON ORIGINAL EQUIPMENT MANUFACTURERS, SUBJECT TO APPLICABLE STATE LAWS AND REGULATIONS;

3. THE LIMIT OF LIABILITY SHOWN ON THE POLICY DECLARATIONS APPLICABLE TO THE DAMAGED PROPERTY; OR
4. \$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.