

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

## Allstate Indemnity

### Nevada Automobile Amendatory Endorsement

#### <En> AU14809

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I. **Part III<Em>Uninsured Motorists Insurance Coverage SS** is amended as follows:

A. The **Limits Of Liability** provision is replaced by the following:

#### **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 THE 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 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 JUDGMENTS OR SETTLEMENTS.

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

#### **If We Cannot Agree**

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.

II. **Part IV<Em>Protection Against Loss To The Auto, the Limits of Liability** provision is replaced by the following:

#### **LIMITS OF LIABILITY**

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

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

All other policy terms and conditions apply.