

Auto Policy

AIU118

Policy number

Policy effective

Policyholders

Your Allstate agency is

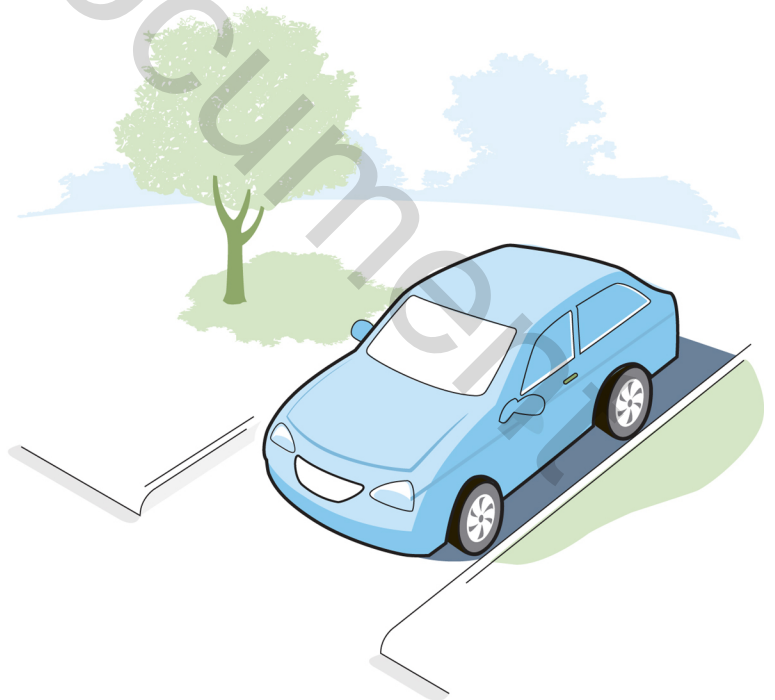


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Allstate Indemnity Company

The Company Named in the Policy Declarations

A Stock Company - Home Office: Northbrook, Illinois

General

This policy is a legal contract between **you** and **us**. A coverage applies only when a premium for it is shown on the Declarations Page. 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

During the policy period, **your** policy 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 Declarations Page.

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 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 **your** policy are added or deleted.

You must notify **us** within 30 days when **you** acquire an additional or replacement **auto** or if **your** inoperable **motor vehicle** not described on the Declarations Page becomes operational. 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 Declarations Page 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 Declarations Page 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.

Termination

If **we** offer to renew **your** policy and **your** required premium payment isn't received on or before the end of the then

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current policy period, **your** policy will terminate at the end of the then current policy period.

Cancellation

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

During the policy period, **Allstate** may cancel part or all of this policy by mailing notice to **you** at **your** last known address. **We** will also mail notice to any lienholder named in the declarations. 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. Otherwise, **we** will give **you** 20 days notice.

A postal service certificate of mailing to the named insured at the insured's last known mailing address shall be conclusive proof of receipt on the fifth calendar day after mailing. If the policy is cancelled at **your** request, any refund due will be calculated using the Short Rate Table printed below. If the policy is cancelled because **you** didn't pay the premium, this will be considered as **your** request for cancellation. If **we** cancel the policy, any refund due will be calculated on a pro-rata basis. 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 or reduce **your** coverage during the policy period unless:

1. **you** don't pay the premium when it's due;
2. **you** or anyone else who usually operates an **auto** insured under the policy has had a driver's license suspended or revoked during the 180 days before the effective date of the policy period or during the policy period. This does not apply to the first or second suspension of a provisional license under Title 29, Section 2241-G, Subsection 1 and 2A.
3. **Allstate** has mailed and **you** have received notice within the first 60 days that **we** don't intend to continue the policy;
4. the policy was obtained by misrepresentation or fraud;
5. the submission of a claim has been misrepresented or fraudulent; or
6. the conditions of the policy have been violated.

SHORT RATE TABLE

<i>Days Policy In Force</i>	<i>Percentage of Semi-Annual Premium</i>	<i>Days Policy In Force</i>	<i>Percentage of Semi-Annual Premium</i>
1	6 %	79-80	54 %
2	7	81-82	55
3	8	83	56
4	9	84-85	57
5	10	86-87	58
6	11	88-89	59
7	12	90-91	60
8	13	92-93	61
9	14	94-95	62
10	15	96-98	63
11	16	99-100	64
12	17	101-102	65
13-14	18	103-104	66
15-16	19	105-107	67
17-18	20	108-109	68
19-20	21	110-111	69
21	22	112-114	70
22-23	23	115-116	71
24-25	24	117-118	72
26-27	25	119-120	73
28-29	26	121-123	74
30-31	27	124-125	75
32	28	126-127	76
33-34	29	128-130	77
35-36	30	131-132	78
37-38	31	133-134	79
39-40	32	135-136	80
41	33	137-139	81
42-43	34	140-141	82
44-45	35	142-143	83
46-47	36	144-145	84
48-49	37	146-148	85
50-51	38	149-150	86
52	39	151-152	87
53-54	40	153-155	88
55-56	41	156-157	89
57-58	42	158-159	90
59-60	43	160-161	91
61-62	44	162-164	92
63	45	165-166	93
64-65	46	167-168	94
66-67	47	169-171	95
68-69	48	172-173	96
70-71	49	174-175	97
72-73	50	176-177	98
74	51	178-180	99
75-76	52	181-183	100
77-78	53		

Non-Renewal

Allstate may elect not to renew **your** policy. If **we** elect not to renew **your** policy, **we** will notify **you** at least 30 days before the end of the policy period. A postal service certificate of mailing to the named insured at the insured's last known mailing address shall be conclusive proof of receipt of the fifth calendar day after mailing.

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

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

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

Under these coverages, **your** policy protects an insured person from liability for damages arising out of the ownership, maintenance or use, loading or unloading of an insured **auto**.

We will defend an insured person sued as the result of a covered **auto** accident involving an insured **auto** 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 lawsuit 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 per day for loss of wages or salary if **we** ask that person to attend hearings or trials to defend against a bodily injury suit. **We** won't pay for loss of other income. **We** will pay other reasonable expenses incurred at **our** request.
2. court costs for defense.
3. interest accruing on damages awarded. **We** will pay this interest only until **we** have paid, offered, or deposited in court the amount for which **we** are liable under this policy. **We** will only pay interest on damages not exceeding **our** limits of liability.

4. premiums on appeal bonds and on bonds to release attachments, but not in excess of **our** limit of liability. **We** aren't required to apply for or furnish these bonds.

We will repay an insured person for:

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

Insured Persons

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

Insured Autos

1. Any **auto** described on the Declarations Page and the private passenger **auto** or **utility auto you** replace it with.
2. An additional 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 30 days of acquiring the **auto**. **You** must pay any additional premium.
3. A substitute 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 company shown on the Declarations Page of the policy.
2. "**Auto**"—means a land motor vehicle with at least four wheels 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 to reside 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 gross vehicle weight of 10,000 pounds or less, according to manufacturer's specifications.
6. "**You**" or "**Your**"—means the policyholder named on the Declarations Page and that policyholder's **resident** spouse.

Exclusions—What Is Not Covered

Allstate will not pay 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. This exclusion does not apply to shared-expense car pools.
2. **bodily injury** or property damage arising out of auto business operations such as repairing, servicing, testing, washing, parking, storing, or the selling of **autos**. However, this exclusion does not apply to **you, resident** relatives, partners or employees of the partnership of **you** or a **resident** relative when using **your** insured **auto**.

3. **bodily injury** or property damage arising out of the use of a non-owned **auto** in any business or occupation of an insured person. However, this exclusion does not apply while **you, your** chauffeur or domestic servant are using a private passenger **auto** or trailer.
4. **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.
5. **bodily injury** to a co-worker injured in the course of employment. This exclusion does not apply to **you**.
6. **bodily injury** to any person, including a ward or foster child, who is related by blood, marriage or adoption to an insured against whom a claim is being made if such person resides in the same household as the insured person.
7. damage to or destruction of property an insured person owns, is in charge of, or rents. However, a private residence or a garage rented by that person is covered.
8. **bodily injury** or property damage which may reasonably be expected to result from the intentional or criminal acts of an insured person or which are in fact intended by an insured person.
9. **bodily injury** or property damage which would also be covered under nuclear energy liability insurance. This applies even if the limits of that insurance are exhausted.
10. **bodily injury** or property damage arising out of ownership, maintenance or use of a motor vehicle with less than four wheels.
11. **bodily injury** or property damage arising out of the participation in any prearranged or organized racing or speed contest or in practice or preparation of any contest of this type.

Financial Responsibility

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

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Limits Of Liability

The limits shown on the Declarations Page are the maximum **we** will pay for any single accident involving an insured **auto**. 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 accident involving an insured **auto**, 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 accident" is **our** total limit of liability for damages for **bodily injury** sustained by two or more persons in any single accident involving an insured **auto**. For property damage, the limit stated for each accident is **our** total limit of liability for property damage sustained in any single accident involving an insured **auto**. The liability limits apply to each insured **auto** as shown on the Declarations Page. 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 and Property Damage Liability and Uninsured Motorists Coverages 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.

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.

Additional Interested Parties

If one or more additional interested parties are listed on the declarations, the Automobile Liability Insurance Coverages of this policy will apply to the parties as insureds.

We will provide 10 days written notice to an additional interested party if **we** cancel or make any change to this policy which adversely affects that party's interest. **Our** notice will be considered properly given if mailed to the address shown on the declarations.

The naming of an additional interested party does not increase that party's rights to recovery under this policy, nor does it impose an obligation for the payment of premiums under this policy.

What To Do In Case Of An Accident Or Claim

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

Part II—Automobile Medical Payments—Coverage CC

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

The treatment, services, or products must be rendered within one year after the accident.

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 an **auto** or trailer; or when struck as a pedestrian by, a **motor vehicle** 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 Declarations Page. This includes the private passenger **auto** or **utility auto you** replace it with.
2. An additional 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 30 days of acquiring the **auto**. **You** must pay any additional premium.
3. A substitute 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 private passenger **auto** used with the owner's permission. The **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 company shown on the Declarations Page of the policy.
2. "**Auto**"—means a land motor vehicle with at least four wheels designed for use on public roads.
3. "**Bodily Injury**"—means bodily injury, sickness, disease or death.
4. "**Motor Vehicle**"—means a land motor vehicle designed for use on public roads.
5. "**Resident**"—means a person who physically resides in **your** household with the intention of continuing to reside there. **Your** unmarried dependent children while temporarily away from home will be considered residents if they intend to resume residing in **your** household.
6. "**Utility Auto**"—means an **auto** of the pick-up 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.
7. "**You**" or "**Your**"—means the policyholder named on the Declarations Page and that policyholder's **resident** spouse.

Exclusions—What Is Not Covered

This coverage does not apply to **bodily injury** 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.

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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.
6. any person arising out of the ownership, maintenance or use of a **motor vehicle** with less than four wheels.
7. any person arising out of the participation in any prearranged or organized racing or speed contest or in practice or preparation for any contest of this type.

Limits Of Liability

The limit shown on the Declarations Page is the maximum **we** will pay for all expenses incurred by or for each person as the result of any one **motor vehicle** accident.

The medical payments limit applies to each insured **auto** as shown on the Declarations Page. 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 **motor vehicle** accident, **we** will pay the lesser of the following as a funeral service expenses benefit:

1. \$2,000; or
2. the Coverage CC limit of liability stated on the Declarations Page; 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 Declarations Page 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 medical 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 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.

Subrogation Rights

When **we** pay, an insured person's right of recovery from anyone else becomes **ours** up to the amount **we** have paid. The insured person must protect these rights and help **us** enforce them.

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 III—Uninsured Motorists Insurance—Coverage SS

We will pay damages for **bodily injury** which an insured person is legally entitled to recover from the owner or operator of an uninsured auto. 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.

If an insured person sues a person believed responsible for the accident without **our** written consent, **we** aren't bound by any resulting judgment.

Insured Persons

1. **You** and any **resident** relative.

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

An Insured Auto Is A Motor Vehicle:

1. described on the Declarations Page. This includes the **motor vehicle you** replace it with.
2. **you** become the owner 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, tell **us** within 30 days after **you** acquire the **motor vehicle**. **You** must pay any additional premium.
3. not owned by **you** or a **resident** relative, if 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 **resident** relative.
4. not owned by **you** or a **resident** relative, if being operated by **you** with the owner's permission. The **motor vehicle** can't be furnished for the regular use of **you** or any **resident** relative.

An insured auto is not a **motor vehicle** 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** covered by a bond or insurance policy which doesn't provide at least the minimum financial security requirements of the state in which **your** insured auto is principally garaged.
3. a **motor vehicle** for which the insurer denies coverage, or the insurer becomes insolvent.
4. a hit-and-run **motor vehicle** which causes **bodily injury** to an insured person. The identity of the operator and the owner of the vehicle must be unknown. The accident must be reported within 24 hours to the police. **We** must be notified within 30 days. If the insured person was

Auto Policy
Policy number:
Policy effective date:
Your Allstate agency is



occupying a vehicle at the time of the accident, **we** have a right to inspect it.

5. an underinsured **motor vehicle** which has liability protection equal to or greater than the amounts specified for bodily injury by the financial responsibility laws of Maine in effect and applicable at the time of the accident but in an amount less than the applicable limit of liability for this coverage shown on the Declarations Page.

An Uninsured Or Underinsured Auto Is Not:

1. a **motor vehicle** that is lawfully self-insured.
2. a **motor vehicle** insured under Part I of this policy.

Definitions

1. "**Allstate**", "**We**", "**Us**", or "**Our**"—means the company shown on the Declarations Page of the policy.
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**"—means a person who physically resides in **your** household with the intention of continuing to reside 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 policyholder named on the Declarations Page and that policyholder'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** or property damage to any person who makes a settlement without **our** written consent.
2. **bodily injury** or property damage sustained while in, on, getting into or out of, or when struck by a vehicle owned by **you** or a **resident** relative which is not insured for this coverage.

3. **bodily injury** or property damage sustained while in, on, getting into or out of a vehicle **you** own which is insured for this coverage under another policy.
4. **bodily injury** or property damage, if the payment would directly or indirectly benefit any workers' compensation or disability benefits insurer. This includes a self-insurer.
5. property damage, if the payment would directly or indirectly benefit any insurer of property.
6. property damage, unless the Declarations Page specifically indicates that coverage is afforded under the uninsured motorists coverage.

Limits Of Liability

The coverage limit shown on the Declarations Page 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 Declarations Page; or
3. vehicles involved in the accident.

The Uninsured Motorists Coverage limits apply to each insured **motor vehicle** as shown on the Declarations Page.

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.

If more than one policy applies to the accident on a primary basis, **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, any other 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 insured 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.

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 uninsured or underinsured motorist.
2. all rights of recovery against any uninsured or underinsured motorist 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 uninsured or underinsured motorist. **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 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 or **we** don't agree on that person's right to receive any damages or the amount, the matter will be settled by arbitration if the insured person and **Allstate** mutually agree in writing 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. When arbitration is used, the rules of the American Arbitration Association will apply unless either party objects.

If either party objects, the following method of arbitration will be used instead. The insured person will select one arbitrator. **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 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 expense 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.

Regardless of the method of arbitration, any award not exceeding the limits of the Financial Responsibility law of Maine, will be binding and may be entered as a judgment in a proper court.

Regardless of the method of arbitration, when any arbitration award exceeds the Financial Responsibility limits in the State of Maine, either party has a right to trial on all issues in a court of competent jurisdiction. This right must be exercised within 60 days of the award. Costs, including attorney fees, are to be paid by the party incurring them.

Part IV—Protection Against Loss To The Auto

The following coverages apply when indicated on the Declarations Page. Additional payments, autos insured, definitions, exclusions, and other information applicable to all these coverages appear beginning on page 13.

Auto Collision Insurance—Coverage DD

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 will not be subtracted from the loss payment in collisions involving **your** insured **auto** and another **auto** insured by **us**.

Auto 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, 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.

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

Towing And Labor Costs—Coverage JJ

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 Declarations Page.

Rental Reimbursement Coverage—Coverage UU

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 Declarations Page. **We** won't pay mileage charges.

If **your** insured **auto** is stolen, payment for transportation expenses will be made under the terms of paragraph 3. under **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 whichever of the following occurs first:

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.

Sound System Coverage—Coverage ZA

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. Coverage ZA provides coverage for **sound systems** in excess of the coverage provided under comprehensive insurance (Coverage HH). The limit of **our** liability is shown on the Declarations Page.

Tape Coverage—Coverage ZZ

Allstate will pay for loss to any tapes or similar items used with **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 Declarations Page.

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.

Insured Autos

1. Any **auto** described on the Declarations Page and the private passenger **auto** or **utility auto** **you** replace it with if **you** notify **Allstate** within 30 days of the replacement and pay the additional premium. Coverage will not continue after 30 days if **we** are not notified of the replacement **auto**.
2. An additional private passenger **auto** or **utility auto** **you** become the owner of during the policy. This **auto** will be covered if **Allstate** insures all other private passenger **autos** or **utility autos** **you** own. **You** must, however, tell **us** within 30 days of acquiring the **auto**. **You** must pay

any additional premium. Coverage will not continue after 30 days if **we** are not notified of the additional **auto**.

3. A substitute private passenger **auto** or **utility auto**, not owned by **you** or a **resident**, temporarily used with the permission of the owner while **your** insured **auto** is being serviced or repaired, or if **your** insured **auto** is stolen or destroyed.
4. a non-owned private passenger **auto** or **utility auto** used by **you** or a **resident** relative with the owner's permission. This **auto** must not be available or furnished for the regular use of **you** or any **resident**.
5. A trailer while attached to an insured **auto**. This trailer must be designed for use with a private passenger **auto**. This trailer can't be used for business purposes with other than a private passenger **auto** or **utility auto**. Home, office, store, display, or passenger trailers are not covered. **Travel-trailers** or **camper units** are not covered unless described on the Declarations Page.

Definitions

1. "**Allstate**", "**We**", "**Us**" or "**Our**"—means the company shown on the Declarations Page of the policy.
2. "**Auto**"—means a land motor vehicle with at least four wheels 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. "**Resident**"—means a person who physically resides in **your** household with the intention of continuing to reside there. **Your** unmarried dependent children while temporarily away from home will be considered residents if they intend to resume residing in **your** household.
5. "**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

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- b) recording or playing back recorded material; or
 - c) supplying power to cellular or similar telephone equipment.
6. **"Travel-trailer"**—means a trailer of the house, cabin or camping type equipped or used as a living quarters.
7. **"Utility Auto"**—means an **auto** of the pick-up 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.
8. **"You"** or **"Your"**—means the policyholder named on the Declarations Page and that policyholder's **resident** spouse.

Exclusions—What Is Not Covered

These coverages don't apply to:

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

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 Declarations Page.
11. loss to appliances, furniture, equipment and accessories that are not built into or forming a permanent part of a **travel-trailer**.
12. loss to **your travel-trailer** while rented to anyone else unless a specific premium is shown on the Declarations Page for the rented vehicle.
13. any loss arising out of the participation in a prearranged or organized racing or speed contest or in practice or preparation for any contest of this type.
14. loss due to conversion or embezzlement by any person who has the vehicle due to any rental, lease, lien or sales agreement.

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 Declarations Page, 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 Declarations Page. 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 Declarations Page 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**.

When more than one coverage is applicable to the loss, **you** may recover under the broadest coverage but not both. However, Coverage ZA, if purchased, will provide coverage in excess of the limit for loss to **sound systems** provided under Coverage HH.

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.

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.

Loss Payable Clause

If a lienholder is shown in the declarations, **we** may pay loss under this policy to **you** and to the lienholder as its interest may appear. The lienholder's interest will not be voided by:

1. any act or neglect of the owner of the **auto**; or
2. any change in title or ownership of the **auto** if the lienholder notifies **us** within 10 days.

If **you** do not pay the premium when due, the lienholder must, at **our** request, pay the premium; otherwise, **we** may cancel this policy.

The lienholder must notify **us** of any known increase in hazard. The lienholder must pay, at **our** request, the premium for any increase in hazard; otherwise, this policy will be void.

We may cancel this policy according to its terms. Cancellation is also effective with respect to the lienholder's interest. **We** will also notify the lienholder of **our** intent to cancel this clause. In these events, **we** will provide 10 days notice to the lienholder. **Our** mailing of notice will be proof of notice.

If **you** do not submit proof of loss within the time specified in this Part, the lienholder must do so within 60 days. Proof of loss must be submitted in the form and manner specified below. The lienholder will be subject to provisions relating to appraisal, time of payment and bringing suit.

When **we** make payment to the lienholder for loss under this policy, **we** will be subrogated to the rights of the part **we** pay, to the extent of **our** payment. **We** have the option to pay the lienholder the entire amount due or which will become due on the mortgage or other security agreement with interest and receive full assignment and transfer of the mortgage or security agreement. **Our** right to subrogation will not impair the lienholder's right to recover the full amount of its claim.

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.

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Your Allstate agency is



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 Declarations Page by an authorized agent of **Allstate**.

A handwritten signature in black ink, appearing to read "Robert W. Pick".

Secretary

A handwritten signature in black ink, appearing to read "Jerry H. Choate".

President,
Personal Property & Casualty

Sample Document

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