

# Auto Policy

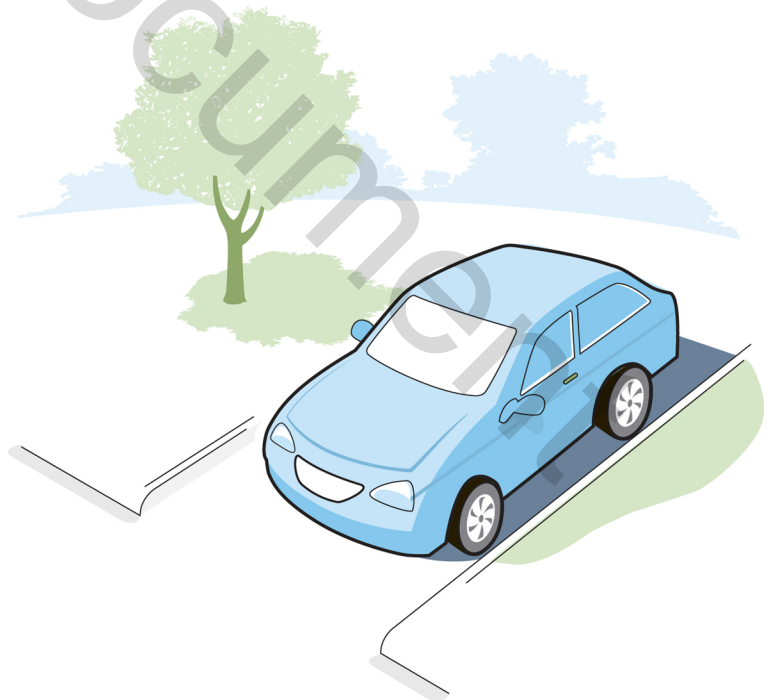
AU118

Policy number

Policy effective

Policyholders

Your Allstate agency is



## Table of Contents

When And Where The Policy Applies .....	3	<b>Part IV—Automobile Disability Income Protection- Coverage CW</b> .....	9
Changes.....	3	Insuring Agreement .....	9
Duty To Report Autos .....	3	Insured Persons.....	9
Combining Limits Of Two Or More Autos Prohibited .....	3	Definitions.....	9
Transfer.....	3	Exclusions—What Is Not Covered.....	9
Cancellation.....	3	To Whom And When Payment Is Made.....	9
<b>Part I—Automobile Liability Insurance- Coverages AA and BB</b> .....	4	Proof Of Claim; Medical Reports.....	9
Insuring Agreement .....	4	<b>Part V—Uninsured Motorists Insurance-Coverage SS</b> .....	10
Additional Payments Allstate Will Make .....	4	Insuring Agreement .....	10
Insured Persons .....	4	Insured Persons.....	10
Insured Autos.....	4	An Insured Auto Is A Motor Vehicle .....	10
Definitions.....	5	An Uninsured Auto Is.....	10
Exclusions—What Is Not Covered.....	5	An Uninsured Auto Is Not.....	10
Financial Responsibility.....	5	Definitions.....	10
Limits Of Liability.....	5	Exclusions—What Is Not Covered.....	11
If There Is Other Insurance .....	6	Limits Of Liability .....	11
Assistance And Cooperation .....	6	If There Is Other Insurance.....	11
Action Against Allstate.....	6	Proof Of Claim; Medical Reports.....	11
What To Do In Case Of An Auto Accident Or Claim .....	6	Assistance And Cooperation .....	11
<b>Part II—Automobile Medical Payments-Coverage CC</b> .....	6	Trust Agreement .....	11
Insuring Agreement .....	6	Payment Of Loss By Allstate .....	12
Insured Persons .....	6	Action Against Allstate .....	12
Insured Autos.....	6	If We Cannot Agree .....	12
Definitions.....	7	<b>Part VI—Protection Against Loss To The Auto- Coverages DD, DE, HH, HE, HF, HG, JJ, UU, ZA, ZZ</b> .....	12
Exclusions—What Is Not Covered.....	7	Insuring Agreements For Each Coverage .....	12
Limits Of Liability.....	7	Additional Payments Allstate Will Make .....	13
If There Is Other Insurance .....	8	Insured Autos .....	14
Assistance And Cooperation .....	8	Definitions.....	14
Action Against Allstate.....	8	Exclusions—What Is Not Covered.....	15
Proof Of Claim; Medical Reports .....	8	Right To Appraisal.....	15
<b>Part III—Automobile Death Indemnity Insurance- Coverage CM</b> .....	8	Payment Of Loss By Allstate .....	15
Insuring Agreement .....	8	Limits Of Liability.....	15
Insured Persons .....	8	If There Is Other Insurance.....	15
Definitions.....	8	Action Against Allstate .....	16
Exclusions—What Is Not Covered.....	8	Subrogation Rights .....	16
Payment Of Benefits; Autopsy.....	9	What You Must Do If There Is A Loss.....	16
Consent Of Beneficiary .....	9	<b>INDEX OF POLICY PROVISIONS</b> .....	17
Proof Of Claim; Medical Reports .....	9		

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



**Allstate Insurance Company**  
**The Company Named in the Policy Declarations**  
A Stock Company - Home Office: Northbrook, Illinois

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

**Your** policy applies only during the premium 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 premium period is shown on the Declarations Page.

**Changes**

When **Allstate** broadens coverage during the premium period without charge, **you** have the new features if **you** have the coverage. Otherwise, the policy can be changed only by endorsement.

The premium for each **auto** is based on information in **our** possession. Any change in this information will allow **us** to make an adjustment of the policy premium.

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

**Duty To Report Autos**

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

**Combining Limits Of Two Or More Autos Prohibited**

If **you** have two or more **autos** insured in **your** name and one of these **autos** is involved in an accident, only the coverage limits shown on the 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 premium period for:

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

**Cancellation**

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

**Allstate** may cancel part or all of this policy by mailing notice to **you** at **your** last known address. **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.

Proof of mailing the notice will be proof of notice. A refund, if due, will be in proportion to the time **your** policy has been in effect. 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 premium 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 just before the effective date of the premium period or during the premium period;
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.

If **we** don't intend to continue the policy beyond the current premium period, **we** will mail **you** notice at least 30 days before the end of the premium period.

## Part I—Automobile Liability Insurance

### Bodily Injury—Coverage AA

### Property Damage—Coverage BB

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**Allstate** will pay for all damages an insured person is legally obligated to pay—because of bodily injury or property damage meaning:

1. bodily injury, sickness, disease or death to any person, including loss of services; and
2. damage to or destruction of property, including loss of use.

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

**We** will defend an insured person if sued as the result of an **auto** accident, even if the suit is groundless or false. **We** will choose the counsel. **We** may settle any claim or suit if **we** believe it is proper.

### Additional Payments Allstate Will Make

When **we** defend an insured person under this part, **we** will pay

1. up to \$50 a day for loss of wages or salary if **we** ask that person to attend hearings or trials to defend against a bodily injury suit. **We** won't pay for loss of other income. **We** will pay other reasonable expenses incurred at **our** request.
2. court costs for defense.
3. interest accruing on damages awarded. **We** will pay this interest only until **we** have paid, offered, or deposited in court the amount for which **we** are liable under this policy. **We** will only pay interest on damages not exceeding **our** limits of liability.
4. premiums on appeal bonds and on bonds to release attachments, but not in excess of **our** limit of liability. **We** aren't required to apply for or furnish these bonds.

**We** will repay an insured person for

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

### Insured Persons

1. While using **your** insured **auto**:
  - a) **you**;
  - b) any **resident**; and
  - c) any other person using it with **your** permission.
2. While using a non-owned **auto**:
  - a) **you**;
  - b) any **resident** relative using a four-wheel private passenger **auto** or **utility auto**.
3. Any other person or organization liable for the use of an insured **auto** if the **auto** is not owned or hired by this person or organization.

### Insured Autos

1. Any **auto** described on the Declarations Page. This includes the four-wheel private passenger **auto** or **utility auto** **you** replace it with.
2. An additional four-wheel private passenger **auto** or **utility auto** **you** become the owner of during the premium period. This **auto** will be covered if **we** insure all other private passenger **autos** or **utility autos** **you** own. **You** must, however, tell **us** within 60 days of acquiring the **auto**. **You** must pay any additional premium.
3. A substitute four-wheel private passenger **auto** or **utility auto**, not owned by **you** or a **resident**, being temporarily used while **your** insured **auto** is being serviced or repaired, or if **your** insured **auto** is stolen or destroyed.
4. A non-owned **auto** used by **you** or a **resident** relative with the owner's permission. This **auto** must not be available or furnished for the regular use of an insured person.
5. A trailer while attached to an insured **auto**. The trailer must be designed for use with a private passenger **auto** or **utility auto**. This trailer can't be used for business purposes with other than a private passenger **auto** or **utility auto**.

## Definitions

1. **"Allstate", "We", "Us", or "Our"**—means the Allstate Insurance Company or Allstate Indemnity Company as shown on the Declarations Page of the policy.
2. **"Auto"**—means a land motor vehicle designed for use on public roads.
3. **"Resident"**—means the physical presence in **your** household with the intention to continue living there. Unmarried dependent children while temporarily away from home will be considered residents, if they intend to continue to live in **your** household.
4. **"Utility Auto"**—means an **auto** of the pick-up body, sedan delivery or panel truck type. This **auto** must have a rated load capacity of not more than 2,000 pounds.
5. **"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 liability for:

1. **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. auto business operations such as repairing, servicing, testing, washing, parking, storing, or selling of **autos**. However, coverage does apply to **you, resident** relatives, partners or employees of the partnership of **you** or a **resident** relative when using **your** insured **auto**.
3. a non-owned **auto** while being used in any business or occupation of an insured person. However, coverage does 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. Coverage does apply to a domestic employee who is not required to be covered by a workers' compensation law or similar law.
5. anyone other than **you**, for claims made by a co-worker injured in the course of employment.

6. bodily injury to any person related to an insured person by blood, marriage, or adoption and residing in that person's household.
7. injury 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 a reasonable person may reasonably expect 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.

## Financial Responsibility

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

## Limits Of Liability

The limits shown on the Declarations Page are the maximum **we** will pay for any single **auto** accident. The limit stated for each person for bodily injury applies to all damages arising from bodily injury, sickness, disease, or death sustained by one person in any one occurrence. Subject to the limit for each person, the occurrence limit is **our** total limit of liability for all legal damages for bodily injury sustained by two or more persons in any one occurrence. For property damage, the limit applies to legal damages arising from each occurrence.

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 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 a single "each occurrence" limit is stated on the Declarations Page for Automobile Liability Insurance, this limit will be the maximum amount of **Allstate's** liability for both bodily injury and property damage arising out of any one occurrence.

### 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.

### What To Do In Case Of An Auto Accident Or Claim

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

## Part II—Automobile Medical Payments—Coverage CC

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**Allstate** will pay to or on behalf of an insured person all reasonable expenses incurred for medical treatment, services, or products actually rendered. Ambulance, hospital, medical, surgical, X-ray, dental, orthopedic and prosthetic devices, pharmaceuticals, eyeglasses, hearing aids, funeral service expenses, and professional nursing services are covered. Payments will be made only when bodily injury, sickness, disease, or death is caused by an **auto** accident.

The treatment, services, or products must be rendered within one year after the accident. This will be extended to five years if the amount of insurance shown on the Declarations Page for this coverage is more than \$5,000.

This coverage does not apply to any person to the extent that the treatment is covered under any workers' compensation law.

### Insured Persons

1. **You** and any **resident** relative who sustains bodily injury while in, on, getting into or out of, or when struck by, an **auto** or trailer. The use of a non-owned **auto** must be with the owner's permission.
2. Any other person who sustains bodily injury while in, on, getting into or out of:
  - a) **your** insured **auto** while being used by **you**, a **resident** relative, or any other person with **your** permission.
  - b) a non-owned **auto** if the injury results from **your** operation or occupancy.
  - c) a non-owned **auto** if the injury results from the operation on **your** behalf by **your** private chauffeur or domestic servant.
  - d) a non-owned private passenger **auto** or trailer if the injury results from the operation or occupancy by a **resident** relative.

The use of non-owned **autos** must be with the owner's permission.

### Insured Autos

1. Any **auto** described on the Declarations Page. This includes the four-wheel private passenger **auto** or **utility auto you** replace it with.

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



2. An additional four-wheel private passenger **auto** or **utility auto you** become the owner of during the premium period. This **auto** will be covered if **we** insure all other private passenger **autos** or **utility autos you** own. **You** must, however, tell **us** within 60 days of acquiring the **auto**. **You** must pay any additional premium.
3. A substitute four-wheel private passenger **auto** or **utility auto**, not owned by **you** or a **resident**, temporarily used while **your** insured **auto** is being serviced or repaired, or if **your** insured **auto** is stolen or destroyed.
4. A non-owned **auto** used with the owner's permission. This **auto** must not be available or furnished for the regular use of an insured person.
5. A trailer while attached to an insured **auto**. The trailer must be designed for use with a private passenger **auto** or **utility auto**. This trailer can't be used for business purposes with other than a private passenger **auto** or **utility auto**.

### Definitions

1. "**Allstate**", "**We**", "**Us**", or "**Our**"—means the Allstate Insurance Company or Allstate Indemnity Company as shown on the Declarations Page of the policy.
2. "**Auto**"—means a land motor vehicle designed for use on public roads.
3. "**Resident**"—means the physical presence in **your** household with the intention to continue living there. **Your** unmarried dependent children while temporarily away from home will be considered residents, if they intend to continue to live in **your** household.
4. "**Utility Auto**"—means an **auto** of the pick-up body, sedan delivery or panel truck type. This **auto** must have a rated load capacity of not more than 2,000 pounds.
5. "**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, sickness, disease or death to:

1. **you** or a **resident** relative while in, on, getting into or out of an **auto you** or a **resident** relative own but do not insure for this coverage.

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

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

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

### Limits Of Liability

The limit shown on the Declarations Page is the maximum **we** will pay for all expenses incurred by or for each person as the result of any one **auto** 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 won't increase **our** limit beyond the amount shown for any one **auto**, even though a separate premium is charged for each **auto**. The limit also won't be increased if **you** have other auto insurance policies that apply.

If an insured person dies as the result of a covered **auto** accident, **we** will pay the least of the following as a funeral service expenses benefit:

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

### If There Is Other Insurance

When this coverage applies to a substitute **auto** or non-owned **auto**, **Allstate** will pay only after all other collectible auto medical insurance has been exhausted.

When this coverage applies to a replacement **auto** or additional **auto**, this policy will not apply if **you** have other collectible auto medical insurance.

### Assistance And Cooperation

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

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

### Action Against Allstate

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

### Proof Of Claim; Medical Reports

As soon as possible, any other person making claim must give **us** written proof of claim. It must include all details **we** may need to determine the amounts payable.

The injured person may be required to take physical 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—Automobile Death Indemnity Insurance—Coverage CM

**Allstate** will pay the benefit shown on the Declarations Page if an insured person dies as a direct result of bodily injury, sickness or infection caused by an **auto** accident. The injury must be sustained while the insured person is in, on, getting into or out of, or when struck as a pedestrian by an **auto**, trailer or semi-trailer.

Benefits will be paid only if:

1. death occurs within 90 days of the **auto** accident; or
2. death occurs within 1 year of the **auto** accident and the bodily injury has continuously prevented the insured person from performing every duty pertaining to that person's occupation.

### Insured Persons

The person or persons shown as insured on the Declarations Page under Coverage CM.

### Definitions

"**Allstate**", "**We**", or "**Us**"—means the Allstate Insurance Company.

"**Auto**"—means a land motor vehicle designed for use on public roads.

### Exclusions—What Is Not Covered

This coverage does not apply to death:

1. sustained in the course of an occupation by any person while:
  - a) operating, loading, unloading, assisting on, or performing any other duties related to the use of a commercial **auto**, or an **auto** hired or rented to others for a charge.
  - b) repairing or servicing **autos**, including any related duties.
2. due to suicide committed while sane or insane.
3. due to any act of war, insurrection, rebellion, or revolution.
4. sustained while in, on, getting into or out of, or when struck as a pedestrian by:



Auto Policy  
Policy number:  
Policy effective date:  
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- a) a vehicle operated on rails or crawler-treads;
- b) a vehicle or other equipment designed for use off public roads, while not on public roads; or
- c) a vehicle when used as a residence or premises.

### Payment Of Benefits; Autopsy

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

**Allstate** has the right and must be given the opportunity to make an autopsy where it is not forbidden by law.

### Consent Of Beneficiary

The beneficiary's consent is not required for cancellation, assignment, change of beneficiary, or any other change under this coverage.

### Proof Of Claim; Medical Reports

As soon as possible, **we** must be given written proof of claim. It must include all details **we** may need to determine if benefits are payable.

**We** must be given authorization to obtain medical reports and copies of records.

## Part IV—Automobile Disability Income Protection—Coverage CW

**Allstate** will pay the weekly benefit shown on the Declarations Page if an insured person sustains continuous total disability as a direct result of bodily injury, sickness or infection caused by an **auto** accident. The injury must be sustained while in, on, getting into or out of, or when struck as a pedestrian by an **auto**, trailer or semi-trailer.

Benefits will be paid only while the insured person is alive and only if the disability:

1. commences within 20 days of the date of the accident; and
2. during the first year after commencement, continuously prevents the insured person from performing all duties pertaining to that person's occupation; and

3. during the second and subsequent years after commencement, continuously prevents the insured person from engaging in any occupation or employment for wage or profit.

### Insured Persons

The person or persons shown as insured on the Declarations Page under Coverage CW.

### Definitions

1. "**Allstate**", "**We**", or "**Us**"—means the Allstate Insurance Company.
2. "**Auto**"—means a land motor vehicle designed for use on public roads.

### Exclusions—What Is Not Covered

This coverage does not apply to disability:

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

### To Whom And When Payment Is Made

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

### Proof Of Claim; Medical Reports

As soon as possible, any person making claim must give **us** written proof of claim.

The injured person may be required to take physical examinations by physicians **we** choose, as often as **we** reasonably require. **We** must be given authorization to obtain medical reports and copies of records.

## Part V—Uninsured Motorists Insurance—Coverage SS

**We** will pay damages for bodily injury, sickness, disease or death 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.

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 will be made by arbitration.

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 premium 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 60 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 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. The accident must be reported within 24 hours 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 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 Auto Is Not:

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

### Definitions

1. "**Allstate**", "**We**", "**Us**", or "**Our**"—means the Allstate Insurance Company or Allstate Indemnity Company as shown on the Declarations Page of the policy.
2. "**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

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



c) a vehicle when used as a residence or premises.

3. **"Resident"**—means the physical presence in **your** household with the intention to continue living there. Unmarried dependent children, while temporarily away from home will be considered residents if they intend to continue to live in **your** household.
4. **"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:

1. any person who makes a settlement with the uninsured or underinsured motorist without **our** written consent.
2. any person injured while in, on, getting into or out of, or when struck as a pedestrian by an uninsured **motor vehicle** which is owned by **you** or a **resident** relative.
4. any claim that directly or indirectly benefits any workers' compensation or disability benefits insurer. This includes a self-insurer.

### Limits Of Liability

The coverage limit shown on the Declarations Page for:

1. "each person" is the total limit for all damages arising out of bodily injury to one person in any one **motor vehicle** accident.
2. "each accident" is the total limit for all 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. vehicle 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, sickness, disease or death 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 person making claim must give **us** written proof of claim. It must include all details **we** may need to determine the amounts payable.

The insured person may be required to take physical 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, then at the written request of either the disagreement will be settled by arbitration. Arbitration will take place under the rules of the American Arbitration Association 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 decision 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 VI—Protection Against Loss To The Auto

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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 won't be subtracted from the loss payment in collisions involving **your** insured **auto** and another **auto** insured by **us**.

### Diminishing Deductible Auto Collision Insurance—COVERAGE DE

If the loss is \$100 or more, **Allstate** will pay for direct and accidental loss to **your** insured **auto** or a non-owned **auto** (including insured loss to an attached trailer) from a collision with another object or by upset of that **auto** or trailer. No deductible applies to losses in excess of \$100.

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

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

The deductible amount will not be subtracted from the loss payment in collisions involving **your** insured **auto** and another **auto** insured by **us**, even if the loss is \$50 or less.

### 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.

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



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

### **Auto Fire, Lightning And Transportation Insurance-COVERAGE HE**

Allstate will pay for direct and accidental loss to **your** insured **auto** or a non-owned **auto** due to:

1. fire or lightning.
2. smoke or smudge due to a sudden, unusual and faulty operation of any fixed heating equipment serving the premises in which the **auto** is located.
3. stranding, sinking, burning, collision or derailment of any conveyance in or upon which the **auto** is being transported on land or on water.

### **Auto Theft Insurance-COVERAGE HF**

Allstate will pay for direct and accidental loss to **your** insured **auto** or a non-owned **auto** caused by theft or larceny.

### **Auto Fire, Lightning, Transportation And Theft Insurance-COVERAGE HG**

Allstate will pay for direct and accidental loss to **your** insured **auto** or a non-owned **auto** caused by any peril under Coverages HE or HF above.

### **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 stated 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. **We** won't pay mileage charges.

If **your** insured **auto** is not drivable, coverage starts the day after the loss. If it is driveable, coverage starts the day after the **auto** is taken to a garage for repairs.

Coverage ends when the first of the following occurs:

1. completion of repairs;
2. replacement of the **auto**; or
3. thirty full days of coverage.

Coverage won't apply if the entire **auto** is stolen and **you** are eligible under comprehensive coverage for transportation expense.

### **Sound System Coverage-COVERAGE ZA**

Allstate will pay for loss to a permanently installed sound system, its antenna and other apparatus specifically used with the sound reproducing, recording, transmitting or receiving system. Coverage applies only to equipment permanently attached by bolts, brackets or in some other manner in any location not designed by the car's manufacturer for the installation of a radio.

This coverage applies only if **you** have comprehensive insurance under this policy. Coverage ZA makes sound systems, antennas and other apparatus specifically used with the sound system insured property under comprehensive and collision insurance.

### **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. This includes the four-wheel private passenger **auto** or **utility auto** **you** replace it with if **you** notify **Allstate** within 60 days of the replacement and pay the additional premium.
- 2. An additional four-wheel private passenger **auto** or **utility auto** **you** become the owner of during the premium period. This **auto** will be covered if **Allstate** insures all other private passenger **autos** or **utility autos** **you** own. **You** must, however, tell **us** within 60 days of acquiring the **auto**. **You** must pay any additional premium.
- 3. A substitute four-wheel private passenger **auto** or **utility auto**, not owned by **you** or a **resident**, temporarily used 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 four-wheel 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, **travel-trailers** or **camper units** are not covered unless described on the Declarations Page.

### Definitions

- 1. "**Allstate**", "**We**", "**Us**", or "**Our**"—means the Allstate Insurance Company or Allstate Indemnity Company as shown on the Declarations Page of the policy.
- 2. "**Auto**"—means a land motor vehicle designed for use on public roads.
- 3. "**Camper unit**"—means an automobile body designed for use as temporary living quarters and constructed as a demountable unit. A camper unit includes caps, toppers, canopies, and all equipment and accessories built into and forming a permanent part of the structure. However, a camper unit will not include radio or television antennas, awnings, cabanas, or equipment designed to create additional living facilities while off a highway.
- 4. "**Motor home**"—means a self-propelled vehicle equipped, designed or used as a living quarters.
- 5. "**Resident**"—means the physical presence in **your** household with the intention to continue living there. Unmarried dependent children temporarily away from home will be considered residents if they intend to continue to live in **your** household.
- 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 rated load capacity of not more than 2,000 pounds.
- 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. loss to any sound reproducing, recording, transmitting, or receiving system located in **your auto**, including any antenna or other apparatus in or on the **auto** designed for use with the sound system, unless the system is permanently installed:
  - a) in the dashboard; or
  - b) in another location specifically designed by the auto manufacturer for installation of a radio.

This exclusion will not apply if Coverage ZA is purchased.
9. loss to any tapes or similar items, unless **you** have tape coverage 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 **motor home** or **travel-trailer**.

12. loss to **your motor home** or **your travel-trailer** while rented to anyone else unless a specific premium is shown on the Declarations Page for the rented vehicle.

## Right To Appraisal

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

## Payment Of Loss By Allstate

**Allstate** may pay for the loss in money, or may repair or replace the damaged or stolen property. **We** may, at any time before the loss is paid or the property is replaced, return at **our** own expense any stolen property, either to **you** or at **our** option to the address shown on the 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**.

## 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.

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

When this insurance covers a substitute **auto** or non-owned **auto**, **we** will pay only after all other collectible insurance has been exhausted.

When this insurance covers a replacement **auto** or additional **auto**, this policy won't apply if **you** have other collectible insurance.

When more than one coverage is applicable to the loss, **you** may recover under the broadest coverage but not both. However, any Coverage ZA deductible will always apply.

### Action Against Allstate

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

### Subrogation Rights

When **we** pay, **your** rights of recovery from anyone else become **ours** up to the amount **we** have paid. **You** must protect these rights and help **us** enforce them.

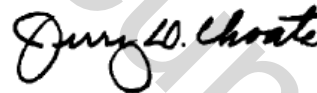
### What You Must Do If There Is A Loss

1. As soon as possible any person making claim must give **us** written proof of loss. It must include all details reasonably required by **us**. **We** have the right to inspect the damaged property. **We** may require any person making claim to file with **us** a sworn proof of loss. **We** may also require that person to submit to examinations under oath.
2. Protect the **auto** from further loss. **We** will pay reasonable expenses to guard against further loss. If **you** don't protect the **auto**, further loss is not covered.
3. Report all theft losses promptly to the police.

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



Secretary



President



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



**INDEX OF POLICY PROVISIONS**

Action Against Allstate	
liability .....	6
medical payments .....	8
uninsured motorists .....	12
physical damage to the auto .....	16
Additional Payments Allstate Will Make	
liability .....	4
physical damage to the auto .....	13
Assistance And Cooperation	
liability .....	6
medical payments .....	8
uninsured motorists .....	11
Cancellation.....	3
Changes.....	3
Combining Limits Of Two Or More Autos Prohibited .....	3
Consent Of Beneficiary .....	9
Definitions	
liability .....	5
medical payments .....	7
death indemnity.....	8
disability income protection.....	9
uninsured motorists.....	10
physical damage to the auto .....	14
Duty To Report Autos .....	3
Exclusions—What Is Not Covered	
liability .....	5
medical payments .....	7
death indemnity.....	8
disability income protection.....	9
uninsured motorists.....	11
physical damage to the auto .....	15
Financial Responsibility.....	5
If There Is Other Insurance	
liability .....	6
medical payments .....	8
uninsured motorists.....	11
physical damage to the auto .....	15
If We Cannot Agree.....	12
Insured Autos	
liability .....	4
medical payments .....	6
physical damage to the auto .....	14
Insured Persons	
liability .....	4
medical payments .....	6
death indemnity.....	8
disability income protection.....	9
uninsured motorists.....	10
Insuring Agreements	
liability.....	4
medical payments.....	6
death indemnity .....	8
disability income protection.....	9
uninsured motorists .....	10
physical damage to the auto .....	12
Limits Of Liability	
liability.....	5
medical payments.....	7
uninsured motorists .....	11
physical damage to the auto .....	15
Payment Of Benefits; Autopsy.....	9
Payment Of Loss By Allstate	
uninsured motorists .....	12
physical damage to the auto .....	15
Proof Of Claim; Medical Reports	
medical payments.....	8
death indemnity .....	9
disability income protection.....	9
uninsured motorists .....	11
Right To Appraisal.....	15
Subrogation Rights .....	16
To Whom And When Payment Is Made.....	9
Transfer .....	3
Trust Agreement .....	11
What To Do In Case Of An Auto Accident Or Claim	
liability.....	6
physical damage to the auto .....	16
When And Where The Policy Applies.....	3