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# Allstate Auto Insurance Policy

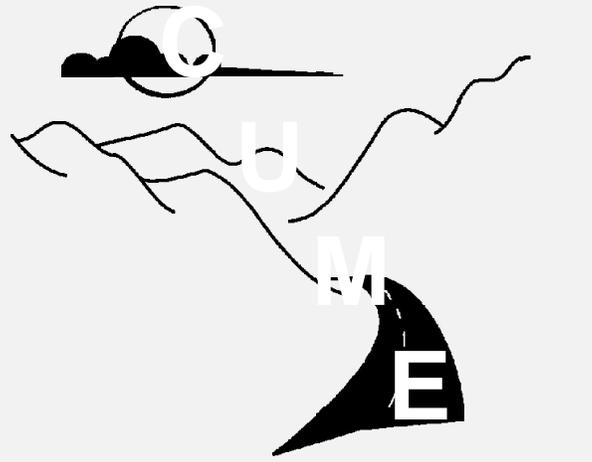
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# Allstate Fire and Casualty Insurance Company

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## Allstate Fire and Casualty Insurance Company

**Allstate Fire And Casualty 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 Policy Declarations. 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, **we**, relying on the information **you** have given **us**, make 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 Policy Declarations.

### Changes

#### Premium Changes

The premium for each auto is based on information **we** have received from **you** or other sources. **You** agree to cooperate with **us** in determining if this information:

1. is correct;
2. is complete;
3. changes during the policy period.

**You** agree that if this information does change 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** which are insured by the policy. This includes any changes in the use of the **autos**;
2. drivers who reside in your household, including the ages or marital status of the drivers;

3. coverages or coverage limits;
4. rating territory; or
5. eligibility for discounts.

Any calculation or adjustment of **your** premium will be made using the rules, rates, and forms in effect for **our** use in **your** state.

### Coverage Changes

When **we** broaden a coverage during the policy period without an additional charge, **you** have the new feature if **you** have the coverage to which it applies. The new feature applies on the date the change in coverage 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 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** do not, 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 Policy Declarations 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 Policy Declarations 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 cannot 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

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- persons covered on the date of **your** death.

### Cancellation

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

During the policy period, **we** may cancel part or all of this policy by mailing notice to **you** at the address shown on the Policy Declarations. **We** will also mail notice to any lienholder named in the Policy Declarations. If **we** cancel because **you** did not pay the premium, **we** will mail notice of cancellation to **you** at least 15 days before the cancellation takes effect. Otherwise, **we** will mail notice of cancellation to **you** at least 25 days before the cancellation takes effect.

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

Unless **you** have received a notice of cancellation from **us** before **your** original policy has been in effect for 60 days, **we** will not cancel or reduce **your** coverage during the policy period unless:

- you** do not pay the premium when it is due;
- you** or anyone else who usually operates an **auto** insured under the policy has had a driver's license suspended or revoked during the policy period or, if the policy is a renewal, during its period or the preceding 180 days. This does not apply to the first or second suspension of a provisional license under Title 29-A, Section 2471, Subsection 2 or Title 29-A, Section 2472, Subsection 2 or a suspension under Title 28-A, Section 2052;
- the policy was obtained by misrepresentation or by fraud;
- the submission of a claim has been misrepresented or fraudulent; or
- the conditions of the policy have been violated.

If **we** do not intend to continue the policy beyond the current premium period, **we** will give **you** notice at least 30 days before the end of the premium period.

### Conditional Reinstatement

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

### Payment

If **you** tender a check to **us** for full or partial payment of **your** premium and the check is returned to **us** because of insufficient funds or a closed account, a \$10.00 charge will be added to **your** account balance.

### What Law Will Apply

This policy is issued in accordance with the laws of Maine and covers property or risks principally located in Maine. Subject to the following paragraph, any and all claims or disputes in any way related to this policy shall be governed by the laws of Maine.

If a covered loss to the **auto**, a covered **auto** accident, or any other occurrence for which coverage applies under this policy happens outside Maine, claims or disputes regarding that covered loss to the **auto**, covered **auto** accident, or other covered occurrence may be governed by the laws of the jurisdiction in which that covered loss to the **auto**, covered **auto** accident, or other covered occurrence happened, only if the laws of that jurisdiction would apply in the absence of a contractual choice of law provision such as this.

### Where Lawsuits May Be Brought

Subject to the following two paragraphs, any and all lawsuits in any way related to this policy, shall be brought, heard, and decided only in a state or federal court located in Maine. Any and all lawsuits against persons not parties to this policy but involved in the sale, administration, performance, or alleged breach

## Allstate Fire and Casualty Insurance Company

of this policy, or involved in any other way with this policy, shall be brought, heard, and decided only in a state or federal court located in Maine, provided that such persons are subject to or consent to suit in the courts specified in this paragraph.

If a covered loss to the **auto**, a covered **auto** accident, or any other occurrence for which coverage applies under this policy happens outside Maine, lawsuits regarding that covered loss to the **auto**, covered **auto** accident, or other covered occurrence may also be brought in the judicial district where that covered loss to the **auto**, covered **auto** accident, or other covered occurrence happened.

Nothing in this provision, Where Lawsuits May Be Brought, shall impair any party's right to remove a state court lawsuit to a federal court.

### Action Against Us

No one may bring an action against **us** unless:

1. there is full compliance with all policy terms; and
2. the action is commenced within two years of the date the cause of action accrues. However, if an action is in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under a particular coverage that is shown on the Policy Declarations, such action must be commenced within the time period specified in the Action Against Us provision of that particular coverage. If an action is brought asserting claims relating to the existence or amount of coverage, or the amount of loss for which coverage is sought, under different coverages of this policy, the claims relating to each coverage shall be treated as if they were separate actions for the purpose of the time limit to commence action.

### Arbitration

Any claim or dispute in any way related to this policy, by a person insured under this policy against **us** or **us** against a person insured under this policy, may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this provision shall be subject to the following:

1. no arbitrator shall have the authority to award punitive damages or attorney's fees;
2. neither of the parties shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and
3. no arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

This provision shall not apply to claims or disputes to which the **Part V—Uninsured Motorist Insurance Coverage SS**, If We Cannot Agree provision applies.

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

### Insuring Agreement

**We** will pay for 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:

1. ownership;
2. maintenance or use;
3. loading or unloading;

of an insured **auto**.

**We** will defend an insured person sued for damages which are covered by this policy. **We** will provide a defense 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.

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### Additional Payments We Will Make

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

1. up to \$100 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** will not 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** are not 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** will not pay more than \$300 per bond. **We** are not 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**.
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.

### Insured Autos

1. Any **auto** described on the Policy Declarations. 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 cannot be used for business purposes with other than a private passenger **auto** or **utility auto**.

### Definitions

1. **We, us, or our** means the company shown on the Policy Declarations 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

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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 Policy Declarations and that policyholder's **resident** spouse.
6. **Bodily injury** means:
  - a) bodily injury;
  - b) sickness;
  - c) disease; or
  - d) death.

### Exclusions – What Is Not Covered

**We** will not pay any damages an insured person is legally obligated to pay because of:

1. **bodily injury** or property damage arising out of:
  - a) the use of **your** insured **auto** while used to carry persons or property for a charge; or
  - b) 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 business operations such as:
  - a) repairing;
  - b) servicing;
  - c) testing;
  - d) washing;
  - e) parking;
  - f) storing; or
  - g) the selling;

of **autos**.

However, this exclusion does not apply to:

- (1) **you**;
- (2) **resident** relatives; or
- (3) 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 **your** domestic employee 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 not apply to a domestic employee who is not required to be covered by workers compensation law or similar law.

5. **bodily injury** to a co-worker in the course of employment. This exclusion does not apply to **you**

6. damage to or destruction of property an insured person owns, is in charge of, or rents. This exclusion will not apply to:
  - a) a private residence or a garage rented by that person; or
  - b) verifiable and actual loss of use of a rented **auto** for 30 days from the date of the accident.

7. **bodily injury** or property damage which:
  - a) may reasonably be expected to result from the intentional acts of an insured person; or
  - b) are in fact intended by an insured person.

8. **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.

9. **bodily injury** or property damage arising out of the participation in any prearranged, organization, or spontaneous:
  - a) racing contest;
  - b) speed contest; or
  - c) use of an **auto** at a track or course designed or used for racing or high performance driving;

or in practice or preparation for any contest or use of this type.

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### 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 Policy Declarations are the maximum **we** will pay for any single **auto** accident. The limit stated for each person for **bodily injury** is **our** total limit of liability for damage because of **bodily injury** sustained by one person in any single **auto** accident. This includes damages sustained by anyone else as a result of that **bodily injury**. Subject to the limit for each person the limit stated for each occurrence is **our** total limit of liability for damages for **bodily injury** sustained by two or more persons in any single **auto** accident. For property damage, the liability limits apply to each insured **auto** as shown on the Policy Declarations. 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**. This applies even though a separate premium is charged for each **auto**. The limits will not 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 an 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 Policy Declarations for Automobile Liability Insurance, the limit will be the maximum amount of **our** liability for both **bodily injury** and property damage arising out of any single **auto** accident.

### 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** cannot 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 Us

No insured person may bring any action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part I—Automobile Liability Insurance**, unless there is full compliance with all the policy terms and such action is commenced no later than the last of the following to occur:

1. two years after the date of the accident;
2. two years after entry of final judgment or other court order terminating a lawsuit against the insured to determine the insured's liability or the amount of the insured's liability arising out of the accident;
3. two years after **we** agree to a settlement; or
4. if **we** have denied coverage and the insured person has thereafter settled with the claimant without any lawsuit being filed to determine the insured's liability or the amount of the insured's liability arising out of the accident, within two years after the denial of coverage.

If the insured person is subject to claims arising out of the same accident by more than one person claiming **bodily injury** or property damage, the time for the insured person to bring an action against **us** shall be determined separately as to the coverage sought or provided with respect to the claims of each of those claiming against the insured person.

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,

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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 of an insured person.

### 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

### Insuring Agreement

**We** will pay to or on behalf of an insured person all reasonable expenses for medical services actually incurred by an insured person for necessary medical treatment, services, or products actually provided to the insured person. Payments will be made only when bodily injury, sickness, disease, or death is caused by an **auto** accident.

Covered expenses are:

1. ambulance;
2. medical;
3. surgical;
4. X-ray;
5. dental;
6. orthopedic and prosthetic devices;
7. professional nursing services;
8. pharmaceutical;
9. eyeglasses;
10. hearing aids; and
11. funeral expenses.

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 Policy Declarations for this coverage is more than \$5,000.

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

### 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. **We** may also contest the charges. 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. Unnecessary expenses include fees for an excessive

1. number;
  2. amount; or
  3. 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. **We** will also pay 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 \$100 per day for the loss of wages or salary. **We** will also pay any other reasonable expense incurred at our request.

### 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 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:

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- 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 employee.
- 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 Policy Declarations. 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**, temporarily used 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** used with the owner's permission. The **auto** must not be available for 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 cannot be used for business purposes with other than a private passenger **auto** or **utility auto**.

### Definitions

1. **We, us, or our** means the company shown on the Policy Declarations 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 Policy Declarations 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

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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 employee 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 of the participation in any prearranged, organized, or spontaneous:
  - a) racing contest;
  - b) speed contest; or
  - c) use of an **auto** at a track or course designed or used for racing or high performance driving;

or in practice or preparation for any contest or use of this type.

### Limits Of Liability

The limit shown on the Policy Declarations 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 Policy Declarations. 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 **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 Policy Declarations; 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 Policy Declarations 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**, **we** 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 an 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** cannot 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 Us

No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought,

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under **Part II—Automobile Medical Payments**, unless there is full compliance with all policy terms and such action is commenced within one year after the date the expenses for which coverage is sought were actually incurred by an insured person.

### 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 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 a claim to submit to questioning under oath and to sign the transcript.

The injured person may be required to take medical examinations by physicians **we** choose. The examinations may be as often as **we** reasonably require. **You** must give **us** authorization to obtain medical reports and other records pertinent to the claim.

## Part III

### Automobile Death Indemnity Insurance—Coverage CM

#### Insuring Agreement

**We** will pay the benefit shown on the Policy Declarations 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 one 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 Policy Declarations under Coverage CM.

### Definitions

1. **We**, or **us** means the company shown on the Policy Declarations of the policy.
2. **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:
  - 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
5. resulting from injury sustained by any person arising out of the participation in any prearranged, organized, or spontaneous:
  - a) racing contest;
  - b) speed contest; or
  - c) use of an **auto** at a track or course designed or used for racing or high performance driving;

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or in practice or preparation for any contest or use of this type.

### 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.

**We** have 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

### Insuring Agreement

**We** will pay the weekly benefit shown on the Policy Declarations 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;

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 Policy Declarations under Coverage CW.

### Definitions

1. **We**, or **us** means the company shown on the Policy Declarations of the policy.
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

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5. resulting from injury sustained by any person arising of the participation in any prearranged, organized, or spontaneous:
  - a) racing contest;
  - b) speed contest; or
  - c) use of an **auto** at a track or course designed or used for racing or high performance driving;

or in practice or preparation for any contest or use of this type.

### 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

#### Insuring Agreement

**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 an accident. Injury must arise out of the:

1. ownership;
2. maintenance; or
3. use of;

an uninsured auto.

**We** will not pay any punitive or exemplary damages.

If an insured person sues a person believed to be responsible for the accident without **our** consent, **we** are not 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 As A Motor Vehicle:

1. described on the Policy Declarations. 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 **we** insure 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 cannot 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** cannot 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.

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2. a **motor vehicle** covered by a bond or insurance policy which does not 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 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 Policy Declarations.

### An Uninsured Or Underinsured Auto Is Not:

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

### Definitions

1. **We, us, or our** means the company shown on the Policy Declarations 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
  - 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 Policy Declarations and that policyholder's **resident** spouse.
5. **Bodily injury** means:
  - a) bodily injury;
  - b) sickness;
  - c) disease; or
  - d) death.

### Exclusions – What Is Not Covered

**We** 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:
  - a) in;
  - b) on;
  - c) getting into or out of; or
  - d) 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:
  - a) in;
  - b) on;
  - c) 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.

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5. property damage, if the payment would directly or indirectly benefit any insurer of property.
6. property damage, unless the Policy Declarations specifically indicates that coverage is afforded under the uninsured motorists coverage.
7. **bodily injury** or property damage arising out of the participation in any prearranged, organized, or spontaneous:
  - a) racing contest;
  - b) speed contest; or
  - c) use of an auto at a track or course designed or used for racing or high performance driving;

or in practice or preparation for any contest or use of this type.

### Limits Of Liability

The coverage limit shown on the Policy Declarations 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. This includes all damages which are sustained by anyone else as a result of that **bodily injury**.
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. The limit is subject to the limit for "each person".

These limits are the maximum **we** will pay for any one **motor vehicle** accident regardless of the number of:

1. claims made;
2. vehicles or persons shown on the Policy Declarations; or
3. vehicles involved in the accident.

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

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:
  - a) any workers compensation law;
  - b) disability benefits law, or similar law; and
  - c) 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 all limits of liability protection have been exhausted by payment of judgments or settlements. This applies to all liability protection in effect and applicable at the time of the accident.

### 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 **us** or another company.

### Proof Of Claim; Medical Reports

Any person making claim must give **us** written proof of claim. The proof of claim must be given to **us** as soon as possible. It must include all details **we** may need to determine the amounts payable.

The insured person may be required to take medical examinations as often as **we** reasonably require. **We** will choose the physicians. **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**.

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### 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.

### Our Payment Of Loss

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 Us

No one may bring action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part V—Uninsured Motorists Insurance**, unless there is full compliance with all the policy terms and, except as provided below, such action is commenced within two years after the date of the accident.

If an insured person commences a timely action against the owner or operator of an uninsured auto to recover damages for loss arising out of the accident and gives **us** written notice of such action within 30 days after such is commenced, an action against **us** related to the existence or amount of coverage, or the amount of loss for which coverage is sought, may be brought more than two years after the date of accident, but in no event later than the earliest of the following to occur:

1. two years after the entry of a final judgment or other court order terminating such lawsuit against the owner or operator of an uninsured auto; or
2. two years after **we** deny coverage.

If there is a demand by an insured person or **us** for arbitration and the arbitration award exceeds the amount required for bodily injury or property damage liability in the Financial Responsibility Laws of Maine, no action may be commenced more than 60 days after the date of the arbitration award.

If any insured person sues a person believed responsible for the accident without **our** written consent, **we** are not bound by any resulting judgment.

### If We Cannot Agree

If the insured person or **we** do not 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 cannot agree on a third arbitrator within 30 days, the judge of the court of record in the county of jurisdiction where arbitration is pending will appoint the third arbitrator. The written 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

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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.

No one may pursue arbitration under **Part V—Uninsured Motorists Insurance** unless there is a full compliance with all policy terms. No one may pursue arbitration under **Part V—Uninsured Motorists Insurance** unless the demand for arbitration is made within two years after the date of the accident or, if later, within two years after the insurer of the owner or operator of an uninsured vehicle denies coverage or is declared insolvent by the responsible regulator.

However, if an insured person commences a timely action against the owner or operator of an uninsured vehicle to recover damages for loss out of the accident and gives **us** written notice of such action within 30 days after such action is commenced, the insured person or **we** may demand arbitration more than two years after the date of the accident, but in no event later than two years after entry of a final judgment or other court order terminating such lawsuit against the owner or operator of an uninsured auto.

No arbitrator shall have the authority to award punitive damages or attorney's fees. Neither of the parties shall be entitled to arbitrate any claims in a representative capacity or as a member of a class. No arbitrator shall have the authority, without mutual consent of the parties, to consolidate claims in arbitration.

### Part VI Protection Against Loss To The Auto

The following coverages apply when indicated on the Policy Declarations. Additional payments, **autos** insured, definitions, exclusions, and other information applicable to all these coverages appear beginning on page 19.

#### COVERAGE DD Auto Collision Insurance

**We** 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**.

#### COVERAGE DE Diminishing Deductible Auto Collision Insurance

If the loss is \$100 or more, **we** 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.

#### COVERAGE HH Auto Comprehensive Insurance

**We** 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.

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

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

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### COVERAGE HE

#### Auto Fire, Lightning And Transportation Insurance

We 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.

### COVERAGE HF

#### Auto Theft Insurance

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

### COVERAGE HG

#### Auto Fire, Lightning, Transportation And Theft Insurance

We 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.

### COVERAGE JJ

#### Towing And Labor Costs

We 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 Policy Declarations.

### COVERAGE UU

#### Rental Reimbursement Coverage

If **you** have collision or comprehensive coverage under this policy and the loss involves either coverage, **we** 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 that is shown on the Policy Declarations. **We** will not 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 We Will Make. However, the limits for this coverage will apply if they exceed the limits stated under Additional Payments We Will Make.

If **your** insured **auto** is disabled by a collision or a comprehensive loss, coverage starts the day of the loss. If it is drivable, coverage starts the day after the **auto** is taken to the garage for repairs.

Coverage will end when one of the following occurs:

1. if the **auto** is disabled by a collision or a comprehensive loss, when the repairs are completed or the **auto** is replaced;
2. if the **auto** is stolen, when **we** offer settlement or **your auto** is returned to use; or
3. thirty full days of coverage.

### COVERAGE ZA

#### Sound System Coverage

We will pay for loss to:

1. a **sound system** permanently installed in **your auto** by:
  - a) bolts;
  - b) brackets; or
  - c) other means; and
2. its antennas or other devices in or on **your auto** used specifically with that system.

Coverage ZA, Sound System Coverage, applies only if comprehensive insurance is in effect under this policy. This coverage makes **sound systems** insured property under the terms of both the collision and the comprehensive coverage. This includes antennas or other devices used specifically with the **sound systems**. The limit of **our** liability is shown on the Policy Declarations. The coverage only applies when the Policy Declarations shows a premium charge for Coverage ZA.

### COVERAGE ZZ

#### Tape Coverage

We will pay for loss to any tapes or similar items used with **auto sound systems**. Coverage applies to

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property **you** or a **resident** relative own that is in or in **your** insured **auto** at the time of loss. The total limit of **our** liability for each loss is shown on the Policy Declarations.

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 We Will Make

1. **We** 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. **We** 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, **we** 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, **we** will pay general average and salvage charges imposed when **your** insured **auto** is being transported.

### Insured Autos

1. Any **auto** described on the Policy Declarations. This includes the four wheel private passenger **auto** or **utility auto you** replace it with if **you** notify **us** 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 **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 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 cannot 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 Policy Declarations.

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### Definitions

1. **We, us, or our** means the company shown on the Policy Declarations of the policy.
2. **Auto** means a land motor vehicle designed for use on public roads.
3. **Camper unit** means a demountable unit designed to be used as temporary living quarters. It includes all equipment and accessories built into and forming a permanent part of the unit. A camper does not include:
  - a) caps, tops or canopies designed for use as protection of the cargo area of a **utility auto**;
  - b) radio or television antennas;
  - c) awnings;
  - d) cabanas; or
  - e) equipment which is designed to create additional off highway living facilities.
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 Policy Declarations and that policyholder's **resident** spouse.
9. **Sound system** means any device within the insured **auto** that is designed for:
  - a) voice or video transmission;
  - b) voice, video or radar signal reception;

- c) recording or playing back recorded material; or
- d) supplying power to cellular or similar telephone equipment.

and which is installed in a location other than the one designed by the **auto's** manufacturer for that device.

### Exclusions – What Is Not Covered

These coverages do not 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 system** within **your auto**.

Coverage under this Part will not apply to any device in or on the **auto** which is designed for use with that system.

This exclusion will not apply if you have purchased Coverage ZA.

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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 Policy Declarations.
11. loss to appliances, furniture, equipment and access vies 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 Policy Declarations for the rented vehicle.
13. loss or damage arising out of the participation in any prearranged, organized, or spontaneous:
  - a) racing contest;
  - b) speed contest; or
  - c) use of an **auto** at a track or course designed or used for racing or high performance driving;

or in practice or preparation for any contest or use of this type.

### Right To Appraisal

Both **you** and **we** 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.

### Our Payment Of Loss

**We** 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 Policy Declarations, 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

**Our** limit of liability is the least of:

1. The actual cash value of the property or damaged part of the property at the time of loss. This may include a deduction for depreciation;
2. The cost to repair or replace the property or part to its physical condition at the time of loss. This may include using:
  - a) parts produced by or for the vehicle's manufacturer; or
  - b) parts from other sources including, but not limited to, parts from non-original equipment manufacturers, subject to state laws and regulations that apply; or
3. \$500, if the loss is to a covered trailer which is not described on the Policy Declarations.

Any deductible that applies will then be subtracted.

If **we**, at **our** option, elect to pay for the cost to repair or to replace the property or part, **our** liability does not include any decrease in the property's value, however measured, resulting from the:

1. loss and/or repair; or
2. replacement.

If repair or replacement results in the betterment of the property or part, **you** may be responsible for the amount of the betterment. The amount **you** may be responsible for is subject to state laws and regulations that apply.

An **auto** and attached trailer are considered separate **autos**. **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, any sound system coverage will always apply.

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### 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 will not 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 Us

No one may bring action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part VI—Protection Against Loss To The Auto**, unless there is full compliance with all policy terms and such action is commenced within two years after the date of loss.

### 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** do not protect the **auto**, further loss is not covered.

3. Report all theft losses promptly to the police.

### Loss Payable Clause

If a Lienholder and/or Lessor is shown on the Policy Declarations, **we** may pay loss or damage under this policy to **you** and the Lienholder and/or Lessor as its interest may appear.

The Lienholder and/or Lessor must notify **us** of any change in ownership or hazard that is known.

If **you** or any owner fails to render proof of loss within the time granted in the policy, the Lienholder and/or Lessor must do so within sixty days in the form and manner described in the policy. The Lienholder and/or Lessor are subject to the provisions of the policy relating to appraisal, time of payment and bringing suit.

**We** may cancel this policy according to its terms. **We** will notify the Lienholder and/or Lessor at least ten days prior to the date of cancellation that the cancellation is effective as to the interest of the Lienholder and/or Lessor.

Whenever **we** pay the Lienholder and/or Lessor any sum for loss or damage under this policy, **we** will be subrogated to the extent of payment to the rights of the party to whom payment was made. However, these subrogation provisions must in no way impair the rights of the Lienholder and/or Lessor to recover the full amount of its claim from the insured.

The Lienholder and/or Lessor has no greater rights under the provisions of the policy than the insured.

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