

Auto Policy

AFA12

Policy number

Policy effective

Policyholders

Your Allstate agency is

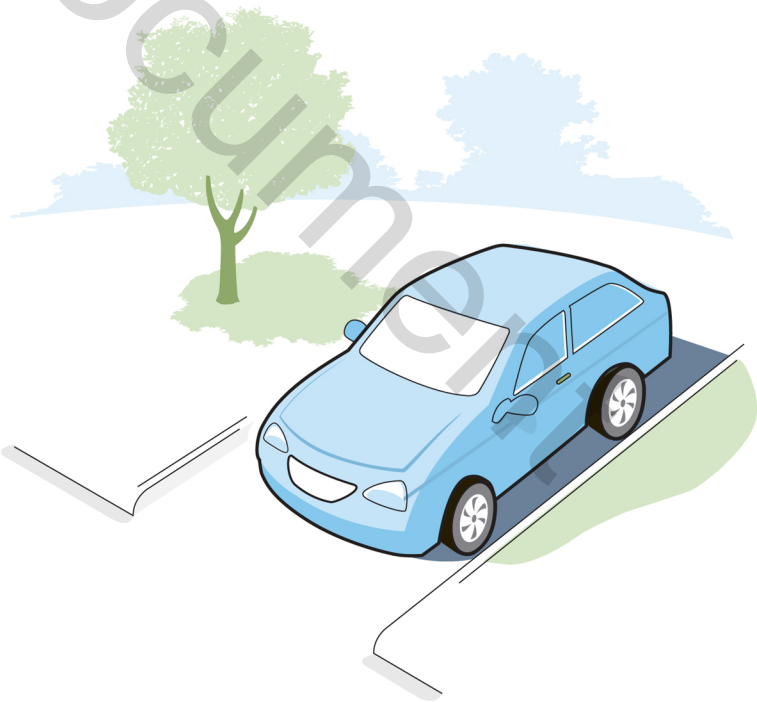


Table of Contents

General	3
Agreements We Make With You	3
When And Where The Policy Applies	3
Changes	3
Duty To Report Autos	3
Combining Limits Of Two Or More Autos Prohibited	3
Transfer	3
Cancellation	3
Non-Renewal	4
Constitutionality Clause	4
Conditional Reinstatement	4
Misrepresentation, Fraud Or Concealment	4
Charge For Insufficient Funds Or Closed Account	4
What Law Will Apply	4
Where Lawsuits May Be Brought	4
Action Against Us	4
Limited Mexico Insurance	5
Part I—Automobile Liability Insurance-Bodily Injury-Coverages AA And Property Damage BB	5
Insuring Agreements	5
Additional Payments We Will Make	5
Insured Persons	6
Insured Autos	6
Definitions	6
Exclusions—What Is Not Covered	6
Financial Responsibility	7
Limits Of Liability	7
If There Is Other Insurance	7
Assistance And Cooperation	8
Action Against Us	8
What To Do In Case Of An Auto Accident Or Claim	8
PART II—Automobile Medical Payments—Coverage CC	8
Insuring Agreements	8
Insured Persons	8
Insured Autos	9
Definitions	9
Exclusions—What Is Not Covered	9
Limits Of Liability	10
If There Is Other Insurance	10
Assistance And Cooperation	10
Action Against Us	10
Proof Of Claim; Medical Reports	10

Part III—Uninsured Motorists Insurance—Coverage SS	11
Insuring Agreements	11
Insured Persons	11
Definitions	12
Exclusions—What Is Not Covered	12
Limits Of Liability	12
Two Or More Insurers	13
Non-Duplication Of Benefits	13
Proof Of Claim; Medical Reports	13
Assistance And Cooperation	13
Trust Agreement	13
Payment Of Loss By Us	13
Action Against Us	14
Part IV—Protection Against Loss To The Auto (Coverages DD, DE, HH, HE, HF, HG, JJ, UU, ZA, ZZ)	14
Insuring Agreements	14
Additional Payments We Will Make	15
Insured Autos	16
Definitions	16
Exclusions—What Is Not Covered	17
Right To Appraisal	17
Payment Of Loss By Us	17
Limits Of Liability	17
If There Is Other Insurance	18
Action Against Us	18
Subrogation Rights	18
Loss Payable Clause	18
What You Must Do If There Is A Loss	19

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



The Company Named in the Policy Declarations

A Stock Company
Home Office: Northbrook, Illinois

General

Agreements We Make With You

The coverages of this policy apply only when a specific premium is indicated for them on the Policy Declarations. If more than one **auto** is insured, a coverage premium will be shown for each **auto**. **We**, relying upon the Policy Declarations, subject to all terms of the policy and for payment of the premiums, make the following agreements with **you**.

When And Where The Policy Applies

During the policy period, **your** policy applies to losses to the **auto**, accidents and occurrences within the United States of America, its territories or possessions or Canada, or between their ports. The policy period is shown on the 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 is correct, if it is complete, and if it changes during the policy period: **You** agree that if this information changes or is incorrect or incomplete, **we** may adjust **your** premium accordingly during the policy period.

Changes, which result in a premium adjustment, are contained in **our** rules. These include but are not limited to:

1. **autos** insured by the policy, including changes in use.
2. drivers residing in **your** household, their ages or marital status.
3. coverages or coverage limits.
4. rating territory.
5. discount eligibility.

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

Coverage Changes

When **we** broaden a coverage during the policy period without additional charge, **you** have the new feature if **you** have the coverage to which it applies.

The new feature applies on the date the coverage change is effective in **your** state. Otherwise, the policy can be changed only by endorsement. Any change in **your** coverage will be made using the rules, rates and forms in effect, and on file if required, for **our** use in **your** state.

Duty To Report Autos

You must notify **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

This provision applies only when **you** have two or more **autos** insured on this policy.

If one of these **autos** is involved in an accident, the coverage limit will be as shown on the Policy Declarations for that **auto**. If none of these **autos** is involved in the accident, **you** may select any single **auto** shown on the Policy Declarations and the coverage limits applicable to that **auto** will apply.

In either case, coverage on any **auto** insured on this policy may not be added to or stacked upon the coverage of any other **auto** insured on this policy.

Transfer

This policy cannot be transferred to another person without **our** written consent. However, if **you** die this policy will provide coverage until the end of the policy period for persons covered on the date of **your** death, **your** legal representative while acting as such, and any person who has proper temporary custody of **your** owned **auto** until **your** legal representative is appointed and qualified.

Coverage in effect for the **resident** spouse of a named insured on the date of the named insured's death or termination of marriage, will continue in effect for 90 days following the death or termination of marriage, or until the end of the policy period, whichever is sooner.

Cancellation

You may cancel this policy by writing and telling **us** on what future date **you** wish to stop coverage. **We** may cancel part or all of this policy by mailing notice to **you** at **your** last known address, and notice to any lien holders named in the policy. If **we** cancel because **you** did not pay the premium, the date of cancellation will be at least 10 days after the date of mailing. If **we** cancel for any other reason and the notice is mailed to **you** within the first 59 days from the effective date of



coverage, the date of cancellation will be at least 10 days after the date of mailing. Otherwise, **we** will give **you** 30 days notice.

Mailing the notice will be proof of notice. A refund, if due, will be proportional to the time **your** policy has been in effect, but cancellation will be effective even though the refund is not made immediately.

After **your** original policy has been in effect 60 days, **we** will not cancel or reduce **your** coverage during the policy period unless:

1. the premium is not paid when due; or
2. **you** or any member of **your** household or any other person who customarily operates an **auto** insured under this policy has a driver's license suspended or revoked during the last 36 months; or
3. **We** have within the first 60 days effected cancellation.

Non-Renewal

If **we** do not intend to continue the policy beyond the current policy period, **we** will mail **you** and any lien holders named in the policy, notice at least 30 days before the end of the policy period.

Constitutionality Clause

The premium for and the coverages of this policy have been established in reliance upon the provisions of the Georgia Motor Vehicle Accident Reparations Act. If a court of competent jurisdiction declares, or enters a judgment the effect of which is to render the provisions of that act invalid or unenforceable, in whole or in part, **we** will have the right to recompute the premium payable for this policy. These provisions will be voidable or subject to amendment at **our** option in accordance with such declaration or judgment.

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 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 that **we** will not be liable under this policy for claims or damages after the date and time indicated on the cancellation notice.

Charge For Insufficient Funds Or Closed Account

If at any time, **your** payment of any premium amount due is made by check, electronic transaction, or other remittance

which is not honored because of insufficient funds or a closed account, **you** will be charged a fee.

Misrepresentation, Fraud Or Concealment

We do not cover any loss or occurrence in which any insured person has concealed or misrepresented any material fact or circumstance.

What Law Will Apply

This policy is issued in accordance with the laws of Georgia and covers property or risks principally located in Georgia. 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 Georgia.

If a covered loss to the **auto**, a covered **auto** accident, or any other occurrence for which coverage applies under this policy happens outside Georgia, 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.

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 Georgia. Any and all lawsuits against persons not parties to this policy but involved in the sale, administration, performance, or alleged breach of this policy, or involved in any other way with this policy, shall be brought, heard, and decided only in a state or federal court located in Georgia, 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 Georgia, 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

- the action is commenced within one year 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.

Limited Mexico Insurance

For **your** protection, **you** should purchase insurance from a company licensed in Mexico. However, the coverage of this policy for an insured private passenger or **utility auto** is extended to cover that **auto** within the Republic of Mexico. This coverage applies only while the insured **auto** is within 75 miles of the United States border and only for a period not to exceed ten days after each separate entry into the Republic of Mexico.

If loss or damage occurs which may require repair of the insured **auto** or replacement of any part(s) while the **auto** is in Mexican territory, the basis for adjustment of the claim will be as follows. The repair or replacement costs will not exceed the cost of having the repairs or replacements made at the nearest point in the United States where the repairs or replacements can be made. The cost for towing, transportation and salvage operations of the **auto** while within Mexican territory are not covered under this policy.

Warning

Unless **you** have **auto** or aircraft insurance written by a Mexican insurance company, **you** may spend many hours or days in jail, if **you** have an accident in Mexico. Insurance coverage should be secured from a company licensed under the laws of Mexico to write such insurance in order to avoid complications and some other penalties possible under the laws of Mexico, including the possible impoundment of **your auto** or aircraft.

Part I—Automobile Liability Insurance

Bodily Injury—Coverage AA

Property Damage—Coverage BB

Insuring Agreements

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

- bodily injury**, sustained by any person; and
- damage to, or destruction of, property, including loss of use.

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

We will defend an insured person sued for damages which are covered by this policy, even if the suit is groundless or false. **We** will choose the counsel. **We** may settle any claim or suit if **we** believe it is proper. **We** will not defend an insured person sued for damages which are not covered by this policy.

Additional Payments We Will Make

In defending an insured person under this part, **we** will pay for:

- loss of wages or salary not to exceed \$50 per day. These payments will be made when that person's attendance is required at a trial to defend against a **bodily injury** suit. **We** will also pay other reasonable expense incurred at **our** request but not other loss of income or earnings.
- court costs for defense.
- interest accruing on damages awarded, until such time as **we** have paid, formally offered, or deposited in court the amount for which **we** are liable under this policy. Interest will be paid only on damages which do not exceed **our** limits of liability.
- premiums on appeal bonds and on bonds to release attachments, but not in excess of **our** limit of liability. **We** have no obligation, however, to apply for or furnish these bonds.

We will repay an insured person for:

- the cost of any bail bonds required because of an accident or traffic law violation involving the use of the



insured **auto**. Payment will not exceed \$300 per bond.
We have no obligation to apply for or furnish a bond.

- any expense incurred for first aid to others at the time of an **auto** accident involving the insured **auto**.

Insured Persons

- While using **your** insured **auto**:
 - you**;
 - any **resident**; and
 - any other person using it with **your** permission.
- While using a non-owned **auto**:
 - you**; and
 - any **resident** relative using a four wheel private passenger **auto** or **utility auto**.
- 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 provided the use is by an insured person under (1) or (2) above.

Insured Autos

- Any **auto** described on the Policy Declarations and the four-wheel private passenger **auto** or **utility auto you** acquire during the policy period as a replacement.
- An additional four-wheel private passenger **auto** or **utility auto you** acquire ownership of during the policy period. This **auto** will be covered if **we** insure all other private passenger **autos** or **utility autos you** own. **You** must, however, notify **us** within 60 days of acquiring the **auto** and pay any additional premium.
- 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.
- A non-owned four wheel private passenger **auto** or **utility auto** used by **you** or a **resident** relative with the permission of the owner. This **auto** must not be available or furnished for the regular use of an insured person.
- A trailer, while attached to an insured **auto**, 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

- We, Us, or Our** means the company as indicated on the Policy Declarations of the policy.
- Auto** means a land motor vehicle designed for use principally upon public roads.
- Resident** or **Reside** 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.
- Utility auto** means an **auto** of the pick-up body, sedan delivery or panel truck type. This **auto** must have a gross vehicle weight of 10,000 pounds or less, according to manufacturer's specifications.
- You** or **Your** means the policyholder named on the Policy Declarations and that policyholder's **resident** spouse.
- Bodily injury** means bodily injury, sickness, disease or death.

Exclusions—What Is Not Covered

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

- bodily injury** or property damage arising out of the use of **your** insured **auto** while used to carry persons or property for a charge, or any **auto you** are driving while available for hire by the public. This exclusion does not apply to:
 - shared expense car pools; and
 - the occasional rental of **your** insured motor home or travel-trailer to others for personal use if a rental premium is shown on the Policy Declarations for this coverage.
- bodily injury** or property damage arising out of auto business operations such as repairing, servicing, testing, washing, parking, storing, or selling of **autos**. However, coverage does apply to **you, resident** relatives, **your** partners, or employees of the partnership of **you** or a **resident** relative when using **your** insured **auto**.
- bodily injury** or property damage arising out of the use of 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. **bodily injury** to anyone other than **you**, for claims made by a co-worker injured in the course of employment.
6. **bodily injury** to **you** or any **resident** of **your** household related to **you** by blood, marriage or adoption whenever the ultimate benefits of this coverage would accrue directly or indirectly to **you** or any **resident** of **your** household related to **you** by blood, marriage or adoption. This exclusion applies only to damages an insured person is legally obligated to pay which exceed the minimum financial responsibility limits required by Georgia law.
7. injury, damage to or destruction of property an insured person owns, is in charge of, or rents. However, a private residence or a garage rented by that person is covered.
8. **bodily injury** or property damage which may reasonably be expected to result from the intentional or criminal acts of an insured person or which are in fact intended by an insured person. This exclusion applies only to damages an insured person is legally obligated to pay which exceed the minimum financial responsibility limits required by Georgia law.
9. **bodily injury** or property damage which would also be covered under nuclear energy liability insurance. This applies even if the limits of that insurance are exhausted.
10. a non-owned **auto** which is furnished or available for the regular use of an insured person.
11. **bodily injury** or property damage arising out of the participation in any prearranged or organized:
 - 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.

Financial Responsibility

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

will comply to the extent of liability coverage and limits required by the 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 damages because of **bodily injury** sustained by one person in any single **auto** accident, including all damages sustained by anyone else as a result of that **bodily injury**. Subject to the limit for each person, the limit stated for each accident is **our** total limit of liability for all damages for **bodily injury** sustained by two or more persons in any single **auto** accident. For property damage, the limit applies to all legal damages arising from each occurrence.

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**, even though a separate premium is charged for each **auto**. The limits also 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, Automobile Medical Payments and Uninsured Motorists Insurance 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 Policy Declarations for Automobile Liability Insurance, this limit will be the maximum amount of **our** 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 to an accident involving **your** insured **auto**, **we** will bear **our** proportionate share with other collectible liability insurance.

This liability insurance will apply on a primary basis when **you** or a **resident** relative are an operator, but not an owner or employee of an owner of a motor vehicle which is owned by a person, firm, or corporation in the business of selling at retail new and used motor vehicles.



Assistance And Cooperation

An insured person must assist **us** in making settlements, securing evidence, obtaining witnesses, and in conducting suits. This includes disclosing all facts, and attending hearings and trials. That person must also help **us** recover from anyone who may be jointly responsible.

We cannot be obligated by an insured person voluntarily making any payments or taking other actions except as specified in this policy.

Action Against Us

No insured person 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, under **Part I—Automobile Liability Insurance**, unless there is full compliance with all 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; or
2. one year 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; or
3. one year 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 one year after the denial of coverage.

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

You must also, as soon as practicable, send **us** copies of every summons or other process relating to the coverage under this policy. If **you** do not, **we** may be relieved of **our** obligation to defend **you** and of any liability to pay any judgment or other sum on **your** behalf.

If **you** or a **resident** relative do not give **us** notice of a claim within 30 days of the date of accident, **we** may accept notice from the other injured party in the accident. Notice of a claim by another injured party may be by mail to **us**.

Part II—Automobile Medical Payments-Coverage CC

Insuring Agreements

This coverage applies only if a premium for this coverage is indicated on the Policy Declarations.

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

The treatment, services, or products must be rendered within three years after the accident.

This coverage does not apply to any person to the extent that treatment is covered under any workers' compensation law or any personal injury protection benefits of this or any other auto policy.

Insured Persons

1. **You** or 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; or
 - b) a non-owned **auto** if the injury results from **your** operation or occupancy; or
 - c) a non-owned **auto** if the injury results from the operation on **your** behalf by **your** private chauffeur or domestic servant; or
 - 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 private passenger **auto** or **utility auto** you replace it with.
2. Additional private passenger **autos** or **utility autos** you acquire ownership of during the policy period. This **auto** will be covered if **we** insure all other private passenger **autos** or **utility autos** you own. **You** must, however, notify **us** within 30 days of acquiring the **auto** and pay any additional premium.
3. A substitute private passenger **auto** or **utility auto**, not owned by **you** or a **resident** of **your** household, 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 permission of the owner. This **auto** must not be available or furnished for **your** regular use.
5. A trailer, while attached to an insured **auto**, 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**.

Definitions

1. **We, Us** or **Our** means the company shown on the Policy Declarations of the policy.
2. **Auto** means a land motor vehicle with at least four wheels designed for use principally upon public roads.

3. **Bodily injury** means bodily injury, sickness, disease or death.
4. **Resident** means a person who physically resides in **your** household with the intention of continuing residence there. **Your** unmarried dependent children while temporarily away from home will be considered residents if they intend to resume residing in **your** household.
5. **Utility auto** means an **auto** of the pick-up body, sedan delivery or panel truck type. This **auto** must have a gross vehicle weight of 10,000 pounds or less, according to manufacturer's specifications.
6. **You** or **Your** means the policyholder named on the Policy Declarations and that policyholder's **resident** spouse.

Exclusions—What Is Not Covered

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

1. **you** or a **resident** relative while in, on, getting into or out of, or struck by an **auto** owned by **you** or a **resident** relative which is not insured 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; or
 - 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**; or
 - c) in any other business or occupation, except the operation or occupancy by **you** or **your** private chauffeur or domestic servant while using a private passenger **auto** or trailer.
5. any person resulting from any act of war, insurrection, rebellion or revolution.



6. any person while voluntarily in, on, getting into or out of an **auto** which that person knows to be stolen.
7. any person who intentionally causes or inflicts a self-injury.
8. any person who commits a criminal act.
9. any person as a result of conduct in the course of loading or unloading any **auto**. This exclusion does not apply if that person is in, on, getting into or out of the **auto**.
10. **bodily injury** or property damage arising out of the participation in any prearranged or organized:
 - 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 expenses incurred by or for each insured 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 limit 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 payment to that person and reduce the damages under the Bodily Injury Liability coverage of this policy.

If There Is Other Insurance

No one may recover duplicate benefits for the same elements of loss under this policy or any other policy or self-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, except as to motor vehicles owned by a person, firm or corporation engaged in the business of selling at retail new and used motor vehicles pursuant to O.C.G.A. 33-34-3(d).

When this coverage applies to a replacement **auto** or additional **auto**, this policy will not apply if **you** have other collectible auto medical insurance, except as to motor vehicles owned by a person, firm or corporation engaged in the business of selling at retail new and used motor vehicles pursuant to O.C.G.A. 33-34-3(d).

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 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, under **Part II—Auto Medical Payments, Coverage CC**, 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.

Proof Of Claim; Medical Reports

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

to determine the amounts payable. **We** may also require any person making claim to submit to questioning under oath and sign the transcript.

The injured person may be required to take medical examinations by physicians selected by **us**, as often as **we** reasonably require. The injured person or his representative must authorize **us** to obtain medical reports and copies of medical and employment records.

Part III—Uninsured Motorists Insurance—Coverage SS

Insuring Agreements

We will pay damages that an insured person or that person's legal representative is legally entitled to recover from the owner or operator of an uninsured auto because of **bodily injury** or **property damage** sustained by an insured person. **We** will not pay any punitive or exemplary damages. The **bodily injury** must be caused by accident and arise out of the ownership, maintenance or use of an uninsured auto.

In determining legal liability or the amount of damages an insured person is entitled to recover under this coverage, **we** will not be bound by any default judgment against any known person or organization believed responsible for the **bodily injury** or **property damage**.

Coverage SS applies regardless of the number of vehicles **you** own, operate or insure under this policy.

Insured Persons

1. **You** and any **resident** relative.
2. Any person while in, on, getting into or out of **your** 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 any person occupying **your** insured auto with **your** permission.

Insured Auto Means A Motor Vehicle:

1. **you** own, which is registered in Georgia. This includes any auto **you** purchase:
 - a) as a replacement for the owned motor vehicle; or
 - b) as an additional motor vehicle. **You** must tell **us** within 60 days after **you** acquire the additional

motor vehicle and pay the additional premium, if any.

2. **you** or a **resident** relative do not own but:
 - a) **you** are using; or
 - b) is being temporarily used:
 - (1) where **your** owned auto is being serviced or repaired; or
 - (2) because **your** owned auto was stolen or destroyed.

This non-owned auto must be used only with its owner's permission. It also must not be furnished or available for **you** or a **resident** relative's regular use.

3. not owned by **you** or a **resident**, being temporarily used by **you** or with **your** permission while **your** insured **auto** is being serviced or repaired, of if **your** insured **auto** is stolen or destroyed.
4. not owned by **you** or a **resident**, while operated by **you**.

An Uninsured Auto Is:

1. a **motor vehicle** which does not have, in at least the amounts specified in Section 33-7-11 of the Georgia Insurance Code, either:
 - a) cash or securities on file with the Georgia Director of Public Safety; or
 - b) a bodily injury and property damage liability bond or insurance policy in effect at the time of the accident.
2. a **motor vehicle** for which the insurer legally denies coverage.
3. a **motor vehicle** covered by an insurance policy, if the insurer is or becomes insolvent, provided:
 - a) the insured person gives **us** notice of any legal proceedings pending against the insolvent company which that person may know of; and
 - b) that such notice is given to **us** as soon as possible and before the insured person begins negotiations or arrangements with the insolvent company, and before **our** interests are prejudiced by the actions or lack of actions of the insured person regarding the insolvency of that company.
4. a hit-and-run **motor vehicle** which causes **bodily injury** to an insured person or **property damage** as the result of a **motor vehicle** accident. The identity of either the operator or owner of the vehicle must be unknown. The accident must be reported within 10 days or as soon as



possible to the proper authorities. **We** must be notified within 30 days. If the hit-and-run **motor vehicle** caused the injury without physical contact with the insured person or the vehicle the insured person was occupying, the facts of the accident must be supported by an eyewitness to the accident other than a person having an uninsured motorists claim. 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 in effect and applicable at the time of the accident, but:
 - a) in an amount less than the applicable limit of liability for this coverage shown on the Policy Declarations; or
 - b) available limits have been reduced to less than the applicable limit of liability for this coverage shown on the Policy Declarations.

An Uninsured Auto Is Not:

1. a **motor vehicle** owned by or furnished for regular use by **you** or a **resident** relative.
2. a **motor vehicle** which is insured under the Liability Insurance coverage of this policy.

Definitions

1. **We, Us, or Our** means the company as indicated 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 principally off public roads, while not upon public roads;
 - b) a vehicle operated on rails or crawler treads; and
 - c) a vehicle when used as a residence or premises.
3. **Resident or Reside** 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 bodily injury, sickness, disease or death.

6. **Property damage** means damage to or destruction of the insured auto or the personal property owned by an insured person and contained in the insured auto, including loss of use of the insured auto.

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, except as provided under the **Two or More Insurers** provision.
2. **bodily injury or property damage** sustained while in, on, getting into or out of or when struck by an uninsured **motor vehicle** which is not an insured auto but is owned by **you** or a **resident** relative. This exclusion does not apply to **you** or a **resident** relative.
3. **bodily injury or property damage** sustained while in, on, getting into or out of a vehicle **you** own which is insured for this coverage under another policy.
4. **bodily injury or property damage** if the payment would directly or indirectly benefit any workers compensation or disability benefits insurer, including a self-insurer.
5. **property damage** when it directly or indirectly benefits any insurer of property.
6. **property damage** for which an insured person has been compensated by other property or physical damage insurance.
7. **bodily injury or property damage** arising out of the participation in any prearranged or organized:
 - a) racing contest;
 - b) speed contest; or
 - c) use of a **motor vehicle** 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 uninsured motorists limit stated on the Policy Declarations is the maximum amount payable for this coverage by this policy for any one accident.

This means the insuring of more than one auto for other coverages afforded by this policy will not increase **our** limit of liability beyond the amount shown on the Policy Declarations.

Regardless of the number of insured autos under this coverage, the specific amount shown on the Policy Declarations is the maximum **we** will pay under this policy for:

1. "each person" for damages arising out of **bodily injury** to any one person in any one **motor vehicle** accident, including all damages sustained by anyone else as a result of that **bodily injury**.
2. "each accident" for damages arising out of **bodily injury** to two or more persons in any one **motor vehicle** accident. This "each accident" limit is subject to the "each person" limit.
3. "each accident" is the maximum that **we** will pay for **property damage** arising out of any one **motor vehicle** accident.

The limits for Coverage SS will be reduced by all amounts paid by or on behalf of the owner or operator of the uninsured or underinsured **motor vehicle**, including partial payments made by an insolvent insurer.

We are not obligated to make any payment for **bodily injury** or **property damage** under this coverage which arises out of an accident involving 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.

Subject to the above limits of liability, damages payable will be reduced by:

1. any deductibles shown on the Policy Declarations for this coverage.
2. all amounts paid by the owner or operator of the uninsured auto, including an underinsured **motor vehicle**, or anyone else responsible. This includes all sums paid under the **bodily injury** liability coverage or **property damage** liability coverage of this or any other auto policy.
3. all amounts payable under any workers' compensation law (exclusive of non occupational disability benefits).
4. all medical payments coverage or any similar benefits paid or payable under this or any other auto policy.

Two Or More Insurers

In any instance where a claim arising out of a **motor vehicle** accident is covered by two or more insurers and for which coverage is sought under this Part, one insurer may tender and the claimant may accept the limits of the policy tendered. Acceptance of the limits tendered may be made in connection with a limited release of liability for the insurer tendering payment.

Non-Duplication Of Benefits

No injured person will recover duplicate benefits for the same elements of loss under this or any other uninsured motorists insurance, including approved plans of self-insurance.

Proof Of Claim; Medical Reports

As soon as possible, **you** or any other person making Claim must give **us** written proof of claim including all details reasonably required by **us** to determine the amounts payable.

We may also require any person making claim to submit to questioning under oath and sign the transcript.

The injured person may be required to take medical examinations by physicians **we** choose, as often as **we** reasonably require. **We** must be given authorization to obtain medical reports and other records pertinent to the claim. The insured person or other person making claim for property damage must allow **us** to inspect the damaged property.

Assistance And Cooperation

We may require the insured person to take appropriate 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 responsible party or insurer after the insured has been fully compensated.
2. all rights of recovery against any responsible party or insurer must be maintained and preserved for **our** benefit.
3. injured persons, if **we** request, must take appropriate action in their name to recover damages from any responsible party or insurer. **We** will select the attorney and pay all related costs and fees.



We will not ask the injured person to sue the insured of an insolvent insurer.

Payment Of Loss By Us

Any amount due is payable to the injured person or to that person's legal representative.

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, under **Part III—Uninsured Motorists Insurance, Coverage SS**, unless there is full compliance with all 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 action 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 the accident, but in no event later than the earliest of the following to occur:

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

Part IV—Protection Against Loss To The Auto

Insuring Agreements

The following coverages apply when indicated on the Policy Declarations. Additional payments, insured **autos**, definitions, exclusions, and other information applicable to all these coverages appear beginning on page 15.

Auto Collision Insurance—Coverage DD

We will pay for 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**.

Diminishing Deductible Auto Collision Insurance—Coverage DE

If the loss is \$100 or more, **we** will pay for 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, and **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

We will pay for 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 also 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.

Auto Fire, Lightning And Transportation Insurance—Coverage HE

We will pay for 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

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

Auto Fire, Lightning, Transportation And Theft Insurance-Coverage HG

We will pay for 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

We will pay costs for labor done at the initial place of disablement and for towing, made necessary by the disablement of **your** insured **auto** or a non-owned **auto**. The total limit of **our** liability for each loss is stated on the Policy Declarations.

Rental Reimbursement Coverage-Coverage UU

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 shown on the Policy Declarations. **We** will not pay mileage charges or any collision damage waiver.

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 an insured **auto** is disabled by a collision or comprehensive loss, coverage starts the day of the loss. If the entire insured **auto** is stolen, coverage begins the day **you** report the theft to **us**. If an insured **auto** is drivable, coverage starts the day the **auto** is taken to the garage for repairs.

Coverage ends when whichever of the following occurs first:

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

Sound System Coverage-Coverage ZA

We will pay for loss to a **sound system** permanently installed in **your** **auto** by bolts, brackets, or other means, its antennas or other apparatus in or on **your** **auto** used specifically with that system.

Coverage ZA applies only if comprehensive insurance is in effect under this policy. This coverage makes **sound systems**, and antennas or other apparatus used specifically with them, insured property under the terms of both collision and comprehensive insurance. The limit of **our** liability is shown on the Policy Declarations.

Tape Coverage-Coverage ZZ

We will pay for loss to any tapes or similar items used with **auto sound systems**. Coverage applies to property owned by **you** or a **resident** relative that is in or upon **your** insured **auto** at the time of loss. The total limit of **our** liability for each loss is stated 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 insurance 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 and 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. Coverage will not continue after 60 days if **we** are not notified of the replacement **auto**.
2. An additional four-wheel private passenger **auto** or **utility auto you** acquire ownership of during the policy period. This **auto** will be covered if **we** insure all other private passenger **autos** or **utility autos you** own. **You** must, however, notify **us** within 60 days of acquiring the **auto** and pay any additional premium. Coverage will not continue after 60 days if **we** are not notified of the additional **auto**.
3. A substitute four wheel private passenger **auto** or **utility auto**, not owned by **you** or a **resident**, temporarily used with the permission off 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** used by **you** or a **resident** relative with the permission of the owner. 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**, 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.

Definitions

1. **We, Us, or Our** means the company as indicated on the Policy Declarations of this policy.

2. **Auto** means a land motor vehicle designed for use principally upon public roads.
3. **Camper unit** means a demountable unit designed to be used as temporary living quarters, including all equipment and accessories built into and forming a permanent part of the unit. A camper unit does not include:
 - a) caps, tops or canopies designed for use as protection of the cargo area of a **utility auto**; or
 - b) radio or television antennas, awnings, cabanas, or equipment designed to create additional off highway living facilities.
4. **Motor home** means a self-propelled vehicle equipped, designed or used as a living quarters.
5. **Resident** or **Reside** 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 gross vehicle weight of 10,000 pounds or less, according to manufacturer's specifications.
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** designed for:
 - a) voice or video transmission, or for voice, video or radar signal reception; or
 - b) recording or playing back recorded material; or
 - c) 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.
10. **Custom parts or equipment** means equipment, devices, accessories, enhancements, and changes, other than those offered by the manufacturer of the **auto** specifically for that model, or installed by the **auto** dealership when new as part of the original sale, which alter the appearance or performance of an **auto**. This does not include items designed for assisting disabled

persons or items covered under **Sound System Coverage**.

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**. Coverages under this Part also will not apply to any apparatus in or on the auto designed for use with that system.

This exclusion will not apply if **you** have purchased Coverage ZA.
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 **camper unit** coverage is shown as applicable on the Policy Declarations.
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 Policy Declarations for the rented vehicle.
13. loss to any **custom parts** or **equipment** designed for racing which is installed in or upon **your insured auto**. This includes, but is not limited to, nitrous oxide systems, roll cages, and air intake modifications.

Right To Appraisal

Both **you** and **we** have a right to demand an appraisal of the loss. In the case of a total loss, requests for appraisal must be in writing and must be submitted within 60 days after **we** make a written offer of settlement.

You and **we** will each appoint and pay a competent and disinterested appraiser and will equally share other appraisal expenses. The appraisers, or a judge of a court of record, will select a third appraiser. Each appraiser will state separately the actual cash value and the amount of loss. An award in writing by any two appraisers will determine the loss amount payable. This decision will be binding.

Payment Of Loss By Us

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

Any applicable deductible amount is then subtracted.



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

An **auto** and attached trailer are considered separate **autos**, and **you** must pay the deductible, if any, on each. Only one deductible will apply to an **auto** with a mounted **camper unit**. If unmounted, a separate deductible will apply to the **auto** and **camper unit**.

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** deductible will always apply.

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**, **we** will pay only after all other collectible insurance has been exhausted. However, this insurance will apply on a primary basis when **you** or a **resident** relative are an operator, but not an owner or employee of an owner of a **motor vehicle** which is owned by a person, firm, or corporation in the business of selling at retail new and used **motor vehicles**.

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 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, under **Part IV—Protection Against Loss To The Auto**, unless there is full compliance with all policy terms and such action is commenced within one year 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.

Loss Payable Clause

If a Lienholder and/or Lessor are 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, except:

1. Where fraud, misrepresentation, material omission, or intentional damage has been committed by or at the direction of **you**.
2. When the vehicle(s) is intentionally damaged, destroyed or concealed by or at the direction of **you** or any owner.
3. When **you** or any owner makes fraudulent statement(s) or engages in fraudulent conduct in connection with any accident or loss for which coverage is sought.

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 have no greater rights under the provisions of the policy than the insured.

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, including all details reasonably required by **us**. **We** have the right to inspect the damaged

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



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.

Sample Document



Sample Document