

The Allstate Indemnity Auto Insurance Policy is a legal contract that provides coverage for insured vehicles, contingent upon the payment of premiums as specified in the Policy Declarations. Coverage applies to losses, accidents, and occurrences within the United States, its territories, or Canada, with limited provisions for Mexico. The policy includes various types of insurance such as Automobile Liability Insurance, Medical Payments Coverage, Uninsured Motorists Insurance, and Protection Against Loss to the Auto, each with distinct insuring agreements, definitions, exclusions, and limits of liability. Key obligations of the policyholder include timely premium payments, reporting changes in personal or vehicle information, and compliance with all policy terms. The policy may be canceled by either party with appropriate notice, and non-renewal will be communicated at least 30 days prior to expiration. Conditional reinstatement is available if a payment is not honored, and combining limits of coverage across multiple insured vehicles is prohibited.

Exclusions include claims arising from fraud or misrepresentation, and the policy is void if obtained through material misrepresentation. The policyholder must follow specific procedures for filing claims, including providing proof of claim and medical reports when applicable. Legal actions against Allstate must be initiated within one year of the cause of action and are subject to arbitration unless otherwise specified. The policy is governed by the laws of Nevada, with disputes resolved in Nevada courts, except for occurrences outside the state.

The policy provides coverage for automobile liability, addressing bodily injury and property damage. The insurer agrees to pay damages that an insured person is legally obligated to pay due to bodily injury or property damage arising from the ownership, maintenance, or use of an insured auto. The insurer will defend against lawsuits related to covered damages, even if claims are groundless, and may settle claims as deemed appropriate. Additional payments include coverage for lost wages up to \$50 per day for trial attendance, court costs, interest on damages awarded, and certain bail bond costs. Insured persons include the policyholder, residents, and others using the insured auto with permission. Insured autos encompass those described in the policy, replacements, additional

vehicles acquired during the policy period (if reported within 30 days), substitute vehicles used temporarily, and non-owned vehicles used with permission.

Exclusions to coverage include damages from the use of the insured auto for hire, use of non-owned autos in business, injuries to employees during employment, and damages from intentional acts. The policy specifies limits of liability, which are the maximum amounts payable for any single accident, and clarifies that coverage will not duplicate payments across different types of coverage. If other insurance applies, the policy will be excess over other collectible insurance. The insured must cooperate with the insurer in claims and lawsuits, and actions against the insurer must comply with policy terms and be initiated within specified timeframes.

Part II of the policy covers medical payments, providing reimbursement for reasonable medical expenses incurred due to bodily injury from a motor vehicle accident, limited to expenses incurred within one year of the accident. Insured persons under this section include the policyholder, resident relatives, and others injured while in or on the insured auto or a non-owned auto used with permission. The policy defines terms such as "auto," "bodily injury," and "resident" for clarity on coverage and obligations. Coverage does not apply to bodily injury to the policyholder or resident relatives while in or entering/exiting an uninsured vehicle or while using vehicles designed for off-road use, among other exclusions. In the event of a covered accident resulting in death, a funeral service expenses benefit is available, capped at \$2,000 or the remaining medical payments limit, payable to the deceased's spouse or estate.

The policy allows the insurer to contest unreasonable or unnecessary medical expenses, covering defense costs and judgments against the insured if contested, provided the insured cooperates. If other insurance applies, the policy will only pay after all other collectible auto medical insurance has been exhausted. Legal actions against the insurer regarding medical payments must comply with policy terms and be initiated within one year of incurred expenses.

Uninsured Motorists Insurance coverage is provided for damages an insured person is legally entitled to recover from the owner or operator of an uninsured auto due to bodily injury from an accident. An uninsured auto is defined as one without valid liability insurance at the time of the accident or one for which the insurer denies coverage. Exclusions include settlements made without consent and injuries that would benefit workers' compensation insurers. Limits of liability for uninsured motorist coverage are defined, with maximum amounts specified for each person and each accident, and payments will be reduced by amounts received from other responsible parties or under other insurance policies. The policy requires prompt written proof of claims and may necessitate medical examinations by chosen physicians.

The policy outlines the rights and responsibilities of the insured and the insurer regarding recovery of damages, payment of losses, and coverage specifics. Insured persons must preserve their rights to recover damages from responsible parties or insurers, and if requested, must take action to recover damages, with the insurer selecting the attorney and covering related costs. Payments for losses are made to the injured party, their guardian, or spouse, and may also be made to any legally entitled person. Actions against the insurer regarding Uninsured Motorists Insurance must comply with policy terms and be initiated within two years of the accident, unless certain conditions are met.

Coverage includes Auto Collision Insurance, which covers direct loss from collisions, and Auto Comprehensive Insurance, which covers non-collision losses such as theft or fire. Rental Reimbursement Coverage is available if the insured auto is lost or damaged, with additional payments for personal items and transportation costs specified. The policy defines insured autos, including those listed in the declarations and newly acquired vehicles, and outlines exclusions such as losses from intentional acts, use for hire, and damage from wear and tear. The right to appraisal allows both parties to appoint appraisers to determine loss amounts, and the insurer may choose to pay for losses in cash or repair/replace the damaged property.

The policy outlines coverage and limits of liability for property loss or damage, with liability limited to the lowest of the actual cash value of the property at the time of loss, the cost to repair or replace the property, or \$500 for covered trailers not listed in the Policy Declarations. Any deductible will be subtracted from the settlement amount. If the insurer opts to repair or replace the property, they are not liable for any decrease in value resulting from the loss or repair. The policyholder must provide written proof of loss promptly, protect the vehicle from further damage, and report thefts to the police. If a lienholder or lessor is named in the Policy Declarations, the insurer may pay claims to both the policyholder and the lienholder/lessor, who must inform the insurer of any ownership changes or hazards. The insurer will notify the lienholder/lessor of any policy cancellation at least ten days in advance. Payments made to the lienholder/lessor will allow the insurer to pursue recovery rights, but these provisions do not enhance the lienholder/lessor's rights beyond those of the insured.