The following endorsement changes your policy. Please read this document carefully and keep it with your policy.

# Missouri Amendment Of Policy Provisions Motorcycle-AIU630-1

I. In the **General** section, the following provisions are added:

#### **Conditional Reinstatement**

If we mail a cancellation notice because you didn't pay the required premium when due, your policy will terminate on the date and time shown on the cancellation notice. If you tender payment by check, draft, or other remittance after cancellation of the policy, and the check, draft, or other remittance is honored, your policy will reinstate, with a lapse in coverage, on the date such payment is accepted by Allstate. This means that Allstate will not be liable under this policy for claims or damages that occur after the date and time indicated on the cancellation notice and before the date and time indicated on the reinstatement notice.

#### What Law Will Apply

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

If a covered loss to the **motorcycle**, a covered **motorcycle** accident, or any other occurrence for which coverage applies under this policy happens outside Missouri, claims or disputes regarding that covered loss to the **motorcycle**, covered **motorcycle** accident, or other covered occurrence may be governed by the laws of the jurisdiction in which that covered loss to the **motorcycle**, covered **motorcycle** 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 Missouri. 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 Missouri, provided that such persons are subject to or consent to suit in the courts specified in this paragraph.

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

- II. In Part 1, Motorcycle Liability Insurance Bodily Injury-Coverage AA Property Damage-Coverage BB Guest Passenger Liability-Coverage GL, under Exclusions—What Is Not Covered, exclusion 10 is replaced by the following:
  - 10. **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 a **cycle** 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.

- III. In Part 2, Motorcycle Medical Payments-Coverage CC, under Exclusions—What Is Not Covered, exclusion 6 is replaced by the following:
  - 6. any person arising out of the participation in any prearranged, organized, or spontaneous:
    - a. racing contest,
    - b. speed contest, or
    - c. use of a **cycle** 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.

- IV. In **Part 3, Uninsured Motorists Insurance** the following changes are made:
  - A. In Section A Uninsured Motorists Insurance-Coverage SS, under Exclusions—What Is Not Covered, exclusion 4 is added:
    - 4. **bodily injury** or property damage arising out of the participation in any prearranged, organized, or spontaneous:
      - a. racing contest,
      - b. speed contest, or
      - use of an **cycle** 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

- B. In Section B Underinsured Motorists Insurance-Coverage SU, under Exclusions—What Is Not Covered, exclusion 4 is added:
  - bodily injury or property damage arising out of the participation in any prearranged, organized, or spontaneous:
    - a. racing contest,
    - b. speed contest, or
    - use of a cycle 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.

- V. In **Part 4, Protection Against Loss To The Motorcycle** the following changes are made:
  - A. The **Optional Or Added Equipment Coverage OE** provision is replaced by the following:

## **Optional Or Added Equipment-Coverage OE**

Allstate will pay for loss to any optional or added equipment which is not included as standard equipment or is not permanently installed by the manufacturer of your cycle. Optional or added equipment includes, but is not limited to, specially installed sound systems; crash bars; custom seats; sissy bars; windshields; fairings; saddle bags; tank bags; trunk and luggage racks; custom light bars; and custom exhaust systems.

The total limit of **our** liability is the least of:

- the amount shown on the declarations page for Coverage OE;
- 2. 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
- 3. 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.

Any applicable deductible amount is then subtracted.

If **Allstate**, at its option, elects to pay for the cost to repair or replace the property or part, **Allstate's** liability does not include any decrease in the property's value, however measured, resulting from the loss and/or repair or replacement. 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.

Coverage OE applies only if comprehensive coverage is in effect under this policy.

- B. Under Exclusions—What Is Not Covered exclusion 11 is replaced by the following:
  - 11. loss or damage arising out of the participation in a prearranged, organized, or spontaneous:
    - a. racing contest,
    - b. speed contest, or
    - use of a cycle 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.

C. The **Limits Of Liability** provision is replaced by the following:

Allstate's limit of liability is the least of:

- 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
- the cost to repair or replace the property or part to it's 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 **Allstate**, at it's option, elects to pay for the cost to repair or replace the property or part, **Allstate's** liability does not include any decrease in the property's value, however measured, resulting from the loss and/or repair or replacement. If repair or replacement results in the betterment of the property or part, **you** may be responsible for the amount of the betterment.

A **cycle** and attached trailer are considered separate **cycles**, and **you** must pay the deductible, if any, on each.

All other policy terms and conditions apply.