

Policy Endorsement

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

Missouri Amendatory Endorsement Allstate Deluxe Plus Homeowners Policy — AP1740

I. The **General** section of **your** policy is amended as follows:

A. The **Cancellation** provision is replaced by the following:

Cancellation

Your Right to Cancel:

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

Our Right to Cancel:

Allstate may cancel this policy by mailing notice to **you** at the mailing address shown on the declarations page. When this policy has been in effect for less than 60 days, and it is not a renewal with **us**, **we** may cancel this policy for any reason.

When this policy has been in effect for 60 days or more, or if it is a renewal with **us**, **we** may cancel this policy for one or more of the following reasons:

- 1) Non—payment of premium;
- 2) Conviction of an **insured person** of a crime involving acts causing an increase in hazard at the **insured premises**;
- 3) Misrepresentation, fraud or withholding of material facts when obtaining the policy or when submitting a claim;
- 4) Physical changes in the covered property which increase the hazards in the risk **we** originally agreed to insure.

If the cancellation is for non—payment of premium, **we** will give **you** at least 10 days notice. If the cancellation is for any other reason, **we** will give **you** at least 30 days notice.

Our mailing the notice of cancellation to **you** will be deemed to be proof of notice. Coverage under this policy will terminate on the effective date and hour stated on the cancellation notice. **Your** return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as possible. However, refund of unearned premium is not a condition of cancellation.

Our Right Not to Renew or Continue:

Allstate has the right not to renew or continue the policy beyond the current premium period. This policy may be:

- 1) canceled;
- 2) not renewed;

- 3) reduced in amount; or
- 4) adversely modified

at any time by **Allstate** giving **you** 30 days written notice of such action with or without tender of the excess of paid premium above the pro rata premium for the expired time, which excess, if not tendered, shall be refunded on demand. **We** will give 10 days notice where such action is based upon non—payment of premium or evidence that an **insured person** committed arson. **Our** mailing notice of non—renewal to **you** will be deemed to be proof of notice.

- B. The **Conditional Reinstatement** provision is added:

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

- II. **Section I — Your Property**, the following changes are made:

- A. In **Coverage B other Structure Protection**, under **Losses We Do Not Cover Under Coverages A and B**, the following changes are made:

1. Provision 15.d), "rust or other corrosion, mold, wet or dry rot", is replaced by:
15. d) rust or other corrosion;
2. The following provision is added:
24. Mold, fungus, wet rot, dry rot or bacteria. This includes any loss which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.

This exclusion applies regardless of whether mold, fungus, wet rot, dry rot or bacteria arises from any other cause of loss, including but not limited to a loss involving water, water damage or discharge, which may otherwise be covered by this policy, except as specifically provided in **Section I, Conditions — Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Water Loss**.

- B. In **Coverage C Personal Property Protection**, the following changes are made:

1. Under **Limitations On Certain Personal Property**, the following is added:
 15. \$400 — Theft of Compact Discs, while Compact Discs are away from the **residence premises**. This is the maximum amount **we** will pay for an entire collection.
2. Under **Losses We Do Not Cover Under Coverage C**, the following is added:

16. Mold, fungus, wet rot, dry rot or bacteria. This includes any loss which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.

This exclusion applies regardless of whether mold, fungus, wet rot, dry rot or bacteria arises from any other cause of loss, including but not limited to a loss involving water, water damage or discharge, which may otherwise be covered by this policy, except as specifically provided in **Section I, Conditions — Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Water Loss.**

C. In **Additional Protection**, the following changes are made:

1. The **Additional Living Expense** provision is replaced by the following:

1. Additional Living Expense

- a) **We** will pay the reasonable increase in living expenses necessary to maintain **your** normal standard of living when a direct physical loss **we** cover under **Coverage A — Dwelling Protection, Coverage B — Other Structures Protection or Coverage C — Personal Property Protection** makes **your residence premises** uninhabitable. However, additional living expense due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any amounts paid or payable under **Section I, Conditions — Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Water Loss.**

Payment for additional living expense as a result of a covered loss under **Protection or Coverage C — Personal Property Protection** will be limited to the least of the following:

- 1) the time period required to repair or replace the property **we** cover, using due diligence and dispatch;
- 2) if **you** permanently relocate, the shortest time for **your** household to settle elsewhere; or
- 3) 12 months.

- b) **We** will pay **your** lost fair rental income resulting from a covered loss under **Coverage A — Dwelling Protection, Coverage B — Other Structures Protection or Coverage C — Personal Property Protection**, less charges and expenses which do not continue, when a loss **we** cover under **Coverage A — Dwelling Protection, Coverage B — Other Structures Protection or Coverage C — Personal Property Protection** makes the part of the **residence premises you** rent to others, or hold for rental, uninhabitable. **We** will pay for lost fair rental income for the shortest time required to repair or replace the part rented or held for rental but not to exceed 12 months. However, payments for **your** lost fair rental income expense due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any amounts paid or payable under **Section I, Conditions — Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Water Loss.**

- c) **We** will pay the reasonable and necessary increase in living expenses and the

lost fair rental income for up to two weeks should civil authorities prohibit the use of the **residence premises** due to a loss at a neighboring premises caused by a loss **we** insure against. However, payments for increase in living expenses or **your** lost fair rental income expense due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any amounts paid or payable under **Section I, Conditions — Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Water Loss.**

These periods of time are not limited by the termination of this policy.

We do not cover any lost income or expense due to the cancellation of a lease or agreement.

No deductible applies to this protection.

2. The **Trees, Shrubs, Plants and Lawns** provision is replaced by the following:

7. **Trees, Shrubs, Plants and Lawns**

We will pay up to 5% of the limit of liability shown on the Policy Declarations under **Coverage A — Dwelling Protection** for loss to trees, shrubs, plants and lawns at the address of the **residence premises**. **We** will not pay more than \$500 for any one tree, shrub, or plant including expenses incurred for removing debris. This coverage applies only to direct physical loss caused by fire or lightning, explosion, riot or civil commotion, aircraft, vehicles not owned by an occupant of the **residence premises**, vandalism or malicious mischief, theft or collapse of a **building structure** or any part of a **building structure**.

We will pay up to \$500 for reasonable expenses **you** incur for the removal of debris of trees at the address of the **residence premises** for direct physical loss caused by windstorm, hail, or weight of ice, snow or sleet. The fallen tree must have caused damage to property covered under **Coverage A— Dwelling Protection** or **Coverage B — Other Structures Protection**.

We do not cover trees, shrubs, plants or lawns grown for **business** purposes.

3. The **Building Codes** provision is replaced by the following:

10. **Building Codes**

We will pay up to 10% of the amount of insurance shown on the Policy Declarations under **Coverage A — Dwelling Protection** to comply with applicable laws regulating the construction, use, or repair of any property or requiring the tearing down of any property after a covered loss to covered **building structures** and when repair or replacement results in increased cost due to the enforcement of these laws.

The amount of insurance provided by this coverage is a separate limit of liability, and is the maximum **we** will pay for any one loss. Coverage only applies to

that portion of the **dwelling** that was damaged due to a covered loss.

4. The **Collapse** provision is replaced by the following

12. **Collapse**

We will cover:

- a) the entire collapse of a covered **building structure**;
- b) the entire collapse of part of a covered **building structure**; and
- c) direct physical loss to covered property caused by (a) or (b) above.

For coverage to apply, the collapse of a **building structure** specified in a) or b) above must be sudden and accidental direct physical loss caused by one or more of the following:

- a) a loss **we** cover under **Section I, Coverage C — Personal Property Protection**;
- b) hidden decay of the **building structure**;
- c) hidden damage to the **building structure** caused by insects or vermin;
- d) weight of persons, animals, equipment or contents;
- e) weight of rain or snow which collects on a roof;
- f) defective methods or materials used in construction, repair, remodeling, or renovation, but only if the collapse occurs in the course of such construction, repair, remodeling or renovation.

Collapse as referenced herein means actually falling down, falling into pieces, or otherwise losing its original constructed form. It does not include settling, cracking, shrinking, bulging, expansion, sagging, or bowing. Furthermore, collapse does not include or mean substantial structural impairment or imminent collapse.

Sudden, as used herein, means not only unexpected, but also instantaneous.

This protection does not change the limits of liability that applies to the covered property.

D. In **Section I — Conditions**, the following changes are made:

1. Item 4, **Our Settlement Options** is deleted.
2. Item 4, **Options** is added:

4. **Options**

In the event of a covered loss, **we** have the option to:

- a) repair, rebuild or replace all or any part of the damaged, destroyed or stolen property with property of like kind and quality within a reasonable time; or
- b) pay for all or any part of the damaged, destroyed or stolen property as described in item 5, **How We Pay For A Loss**.

Within 30 days after **we** receive **your** signed, sworn proof of loss **we** will notify **you** of the option or options **we** intend to exercise.

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If covered property is partially destroyed or damaged by fire, **you** may:

- a) receive payment for damage done to the covered property; or
- b) have **us** repair the covered property so that it will be in as good a condition as before the fire.

3. Under condition 5, **How We Pay For A Loss**, sub—item c) Building Structure Reimbursement, the first paragraph is replaced by the following:

- c) Building Structure Reimbursement. Under **Coverage A — Dwelling Protection** and **Coverage B — Other Structures Protection**, we will make additional payment to reimburse **you** for cost in excess of actual cash value if **you** repair, rebuild or replace damaged, destroyed or stolen covered property within 180 days of the actual cash value payment. This additional payment includes the reasonable and necessary expense for treatment or removal and disposal of contaminants, toxins or pollutants as required to complete repair or replacement of that part of a **building structure** damaged by a covered loss. This additional payment shall not include any amounts which may be paid or payable under **Section I, Conditions — Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Water Loss**, and shall not be payable for any losses excluded in **Section I — Your Property**, under **Losses We Do Not Cover Under Coverages A and B**, item 24.

4. Item 7, **Appraisal** is replaced by the following:

7. **Appraisal**

In case the insured and this company shall fail to agree as to the actual cash value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within twenty (20) days of such demand. The appraisers shall first select a competent and disinterested umpire; and failing for fifteen (15) days to agree upon such umpire, then, on request of the insured or this company, such umpire shall be selected by a judge of a court of record in the state and county (or city if the city is not within a county) in which the property covered is located. The appraisers shall then appraise the loss, stating separately actual cash value and loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. The umpire shall make the award within thirty (30) days after the umpire receives the appraisers' submissions of their differences. An award in writing, so itemized, of any two when filed with this company shall determine the amount of actual cash value and loss. Each appraiser shall be paid by the party selecting such appraiser and the expenses of appraisal and umpire shall be paid by the parties equally.

5. Item 12, **Suit Against Us** is replaced by the following:

12. **Suit Against Us**

No suit or action may be brought against **us** unless there has been full compliance with all the policy terms.

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6. The following is added:

19. **Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Water Loss**

In the event of a covered water loss under **Coverage A— Dwelling Protection, Coverage B— Other Structures Protection** or **Coverage C— Personal Property Protection**, we will pay up to \$5,000 for mold, fungus, wet rot or dry rot **remediation**.

Remediation means the reasonable and necessary treatment, removal or disposal of mold, fungus, wet rot or dry rot as required to complete repair or replacement of property we cover under **Coverage A— Dwelling Protection, Coverage B— Other Structures Protection** or **Coverage C— Personal Property Protection** damaged by a covered water loss, including payment for any reasonable increase in living expenses necessary to maintain **your** normal standard of living if mold, fungus, wet rot or dry rot makes **your residence premises** uninhabitable. **Remediation** also includes any investigation or testing to detect, measure or evaluate mold, fungus, wet rot or dry rot.

This Condition does not increase the limits of liability under **Coverage A— Dwelling Protection, Coverage B— Other Structures Protection** or **Coverage C— Personal Property Protection**.

III. In **Section II— Family Liability and Guest Medical Protection**, the following changes are made:

A. In **Coverage X—Family Liability Protection**, under **Losses We Do Not Cover Under Coverage X**, the following are added:

17. **We** do not cover **bodily injury** or **property damage** which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.

18. **We** do not cover any liability imposed upon any **insured person** by any governmental authority for **bodily injury** or **property damage** which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.

B. In **Coverage Y—Guest Medical Protection**, under **Losses We Do Not Cover Under Coverage Y**, the following is added:

14. **We** do not cover **bodily injury** which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.

C. In **Additional Protection**, under **Claim Expenses** paragraph b) is replaced by the following:

- b) interest accruing on damages awarded, including prejudgment interest, if any. **We** will pay this interest only until **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.

All other policy terms and conditions apply.