



DEPARTMENT OF COMMERCE & INSURANCE

P.O. Box 690, Jefferson City, Mo. 65102-0690

In Re:

ALLSTATE PROPERTY AND
CASUALTY INSURANCE COMPANY
(NAIC #17230)

Market Conduct Investigation No. 417213

ORDER OF THE DIRECTOR

NOW, on this 28th day of September, 2026, Director Angela L. Nelson, after consideration and review of the Stipulation of Settlement (hereinafter "Stipulation") entered into by the Division of Insurance Market Regulation (hereinafter "Division") and Allstate Property and Casualty Insurance Company (hereinafter "Allstate"), relating to the market conduct investigation no. 417213, does hereby issue the following orders:

This order, issued pursuant to §374.046.15¹ and §374.280 RSMo, is in the public interest.

IT IS THEREFORE ORDERED that the Director does hereby approve the Stipulation as agreed to by Allstate and the Division.

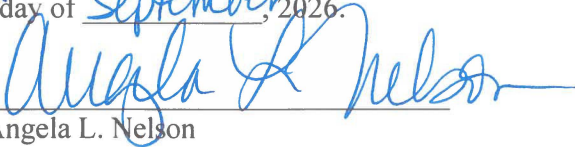
IT IS FURTHER ORDERED that Allstate shall not engage in any of the violations of statutes and regulations set forth in the Stipulation, shall implement procedures to place it in full compliance with the requirements in the Stipulation and the statutes and regulations of the State of Missouri, shall maintain those corrective actions at all times, and shall fully comply with all terms of the Stipulation.

¹ All references, unless otherwise noted, are to Revised Statutes of Missouri 2016.

IT IS SO ORDERED.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of my office
in Jefferson City, Missouri, this 28th day of September, 2026.





Angela L. Nelson
Director

**IN THE DEPARTMENT OF COMMERCE AND INSURANCE
STATE OF MISSOURI**

IN RE:	)	
	)	
ALLSTATE PROPERTY AND CASUALTY	)	Market Conduct Investigation
INSURANCE COMPANY (NAIC # 17230)	)	No. 417213

STIPULATION OF SETTLEMENT

It is hereby stipulated and agreed to by the Division of Insurance Market Regulation (the “Division”) and Allstate Property and Casualty Insurance Company (“Allstate”) as follows:

WHEREAS, the Division is a unit of the Missouri Department of Commerce and Insurance (the “Department”), an agency of the State of Missouri, created and established for administering and enforcing all laws in relation to insurance companies doing business in Missouri;

WHEREAS, Allstate has been granted a certificate of authority to transact the business of insurance in Missouri;

WHEREAS, the Division conducted a market conduct investigation of Allstate, investigation no. 417213; and

WHEREAS, based on the market conduct investigation of Allstate, the Division alleges that:

1. In four instances, Allstate did not adopt and implement reasonable standards for the prompt investigation and settlement of third-party claims, implicating the provisions of Section 375.1007(3), RSMO.

2. In two instances, Allstate did not effectuate prompt settlement where liability had become reasonably clear, implicating the provisions of Section 375.1007(4), RSMo.

3. In two instances, Allstate did not maintain all records for each claim file and did not maintain the claim file to clearly show the inception, handling, and disposition of each claim, in violation of Section 374.205.2(2), RSMo, and 20 CSR 100-8.040(3)(B)1.

4. In one instance, Allstate failed to provide a sales tax affidavit with a total loss settlement, implicating the provisions of Section 375.1007(4), RSMo.

5. In two instances, Allstate did not adequately document in the claim file the weight applied to each vehicle in the calculation of the weighted averages of comparable vehicles, in violation of Section 374.205.2(2), RSMo, and 20 CSR 100-8.040(3)(B)1.

6. In two instances, Allstate did not itemize deductions applied to the loss vehicle and did not adequately document the amount of the adjustment from beginning value to final value by vehicle component, implicating the provisions of Section 375.1007(3), RSMo, and in violation of 20 CSR 100-1.050(2)(E) and 20 CSR 100-8.040(3)(B)1.

WHEREAS, the Division and Allstate have agreed to resolve the issues raised in the market conduct investigation as follows:

A. Scope of Agreement. This Stipulation of Settlement (“Stipulation”) embodies the entire agreement and understanding of the signatories with respect to the subject matter contained herein. The signatories hereby declare and represent that no promise, inducement, or agreement not herein expressed has been made, and acknowledge that the terms and conditions of this agreement are contractual and not a mere recital.

B. Remedial Action. Allstate agrees to take remedial action bringing it into compliance with the insurance statutes and regulations of Missouri and agrees to maintain those remedial actions at all times. Such remedial actions shall include the following:

1. Allstate agrees to ensure that claim handling guidelines provide clear direction for documenting claim files, timely responses, and processing claims, and clearly state that status letters are to be sent in a timely manner and payments are to be issued promptly, along with sales tax affidavits when a total loss is paid. Further, Allstate agrees to ensure the guidelines provide clear direction for adjusters on rating the condition of the loss vehicle when comparing it to the CCC condition matrix and to properly document the claim file. Lastly, Allstate agrees to ensure that any revisions to claim guidelines and manuals will be provided to the Division.

2. Allstate agrees to ensure that all Missouri total loss claimants are provided with a sales tax affidavit that includes the correct amount of the insurance proceeds and deductible, unless Allstate chooses to reimburse the claimant directly for the amount of the sales tax paid by the claimant.

3. Allstate agrees to ensure that pursuant to 20 CSR 100-8.040(3)(B)1 it documents in its total loss claims files how it arrived at the amount of the condition adjustment by component on loss vehicles. Further, Allstate agrees to ensure that any adjustment in the value based on depreciation is itemized and appropriate in amount pursuant to 20 CSR 100-1.050(2)(E). Lastly, Allstate agrees to ensure that any adjustment in the value based on depreciation is documented in detail. The claim file shall show the amount of adjustment to the value of the comparable vehicle, including but not limited to condition from the beginning value to final values by vehicle component and the weight applied to each comparable vehicle for weighted average. Condition ratings applied to the loss vehicle shall be documented with the reason for the adjustment or non-adjustment and the amount. The basis for any adjustment in the settlement shall be maintained in writing in Allstate's claim file.

4. Allstate agrees for a period of one year after the date of the Order approving the Stipulation of Settlement to conduct quarterly audits of at least 30 random total loss claim files closed during each audit period for compliance with Missouri's insurance law, including but not limited to 20 CSR 100-1.050(2)(E) and 20 CSR 100-8.040(3)(B)1, as well as the requirements of the remedial action listed above in paragraph B.4. If compliance with this remedial action and 20 CSR 100-1.050(2)(E) and 20 CSR 100-8.040(3)(B)1 are not met, Allstate will address the errors with the claims team as appropriate. The first audit period will begin on the date of the Order approving the proposed Stipulation of Settlement and continue for three (3) months. Subsequent audit periods will begin the day after the previous audit period ends and continue for three months. Allstate further agrees to readjudicate any claims identified in the audits that do not comply with Missouri law or meet the requirements of the remedial actions, together with payment of interest pursuant to Section 374.191, RSMo. Allstate will report the results of each audit including remediated claims and supporting evidence as requested by the examiners within 60 days of the end of the audit period.

C. Compliance. Allstate agrees to file documentation pursuant to Section 374.190, RSMo, with the Division of any remedial action taken to implement compliance with the terms of this Stipulation. The documentation shall be in a format acceptable to the Division and be filed within 90 days of the entry of an Order approving this Stipulation, unless a different timeframe is specified in Section B.

D. Non-Admission. Nothing in this Stipulation shall be construed as an admission by Allstate, this Stipulation being part of a compromise settlement to resolve disputed factual and legal allegations arising out of the above-referenced market conduct investigation.

E. Waivers. Allstate, after being advised by legal counsel, does hereby voluntarily and knowingly waive any and all rights to procedural requirements, including notice and an opportunity for a hearing, and review or appeal by any trial or appellate court, which may have otherwise applied to market conduct investigation no. 417213.

F. Amendments. No amendments to this Stipulation shall be effective unless made in writing and agreed to by authorized representatives of the Division and Allstate.

G. Governing Law. This Stipulation shall be governed and construed in accordance with the laws of Missouri.

H. Authority. The signatories below represent, acknowledge, and warrant that they are authorized to sign this Stipulation, on behalf of the Division and Allstate, respectively.

I. Counterparts and Electronic Signature. This Stipulation may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single document. Execution by facsimile or by electronically transmitted signature shall be fully and legally effective and binding.

J. Effect of Stipulation. This Stipulation shall not become effective until entry of an Order by the Director approving this Stipulation.

K. Request for an Order. The signatories below request that the Director issue an Order approving this Stipulation and ordering the relief agreed to in the Stipulation, and consent to the issuance of such Order.

DATED: September 18, 2026



Teresa Kroll
Chief Market Conduct Examiner
Division of Insurance Market Regulation

DATED: 9/15/2026

Name: *Tyler Bixby*

Title: State Manager
Allstate Property and Casualty
Insurance Company