

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

Missouri Collision And Comprehensive Coverage Amendment Of Policy Provisions – AIU415-2

- I. “Declarations page,” wherever it appears in the policy is replaced by “Policy Declarations.”
- II. In **Part 1—General**, the following changes are made:

- A. The first paragraph is replaced by the following:

This policy is a legal contract between **you** and **us**. A coverage applies only when a premium for it is shown on the Policy Declarations. If more than one **auto** is insured, premiums will be shown for each **auto**. **We** may find it necessary to issue **you** two or more different policy numbers for this one policy. Even if **we** issue two or more policy numbers, this shall still constitute one policy. **Your** Policy Declarations lists the policy numbers applicable. If **you** pay the premiums when due and comply with the policy terms, **Allstate**, relying on the information **you** have given **us**, makes the following agreements with **you**.

You agree to review **your** Policy Declarations to confirm which of the available coverages and limits described in this policy have been issued to **you**. **You** agree to also review those sections of this policy which relate to those coverages issued to **you** so that **you** fully understand the insurance protection **you** are receiving. Failure to review this policy, including **your** Policy Declarations, will not relieve **you** of this obligation. **You** should contact **Allstate**, or the agent listed on **your** Policy Declarations, immediately if **you** have any questions about the coverages or limits, if **you** believe there is any mistake about the coverages or limits issued to **you**, or if **you** have any questions or do not understand anything in this policy. While **your** agent can help answer many specific questions about the coverages, only **you** can determine if **you** have selected the insurance coverages **you** need and that those coverages have actually been issued to **you**.

The terms of this policy impose joint obligations on persons defined in applicable sections of this policy as

insured persons. This means that the responsibilities, acts and omissions of a person defined as an insured person will be binding upon other person(s) defined as insured person(s).

- B. The following provisions are added:

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 **auto**, a covered **auto** accident, or any other occurrence for which coverage applies under this policy happens outside Missouri, 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, 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 **auto**, a covered **auto** accident, or any other occurrence for which coverage applies under this policy happens outside Missouri, 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.

- C. Under **Definitions** the following is added:
9. **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 covered under Sound System Coverage.
- D. The **Termination** provision is replaced by the following:
- Termination**
- If **we** offer to renew **your** policy and **your** required premium payment is not received when due, **you** will have rejected **our** renewal offer. This means that the insurance coverage described in the renewal offer and any endorsements to the renewal offer will not become effective.
- E. The **Non-Renewal** provision is replaced by the following:
- Non-Renewal**
- If **we** do not intend to continue the policy beyond the current policy period, **we** will mail **you** notice at least 30 days before the end of the policy period.
- F. The **Cancellation** provision is replaced by the following:
- Cancellation**
- You** may cancel this policy by notifying **us** of the future date **you** wish to stop coverage.
- Our Right to Cancel:**
- When this policy has been in effect for less than 60 days and it is not a renewal with **us**, **we** may cancel part or all of this policy for any reason by mailing notice to **you** at least 10 days before the cancellation takes effect.
- When this policy has been in effect for 60 days or more, or if it is a renewal with **us**, **we** may cancel part or all of this policy for one or more of the following reasons:
1. **you** do not pay the premium when it is due;
 2. **you**, any member of **your** household, or any person who customarily operates an insured **auto** has had a drivers license or motor vehicle registration suspended or revoked during the policy period, and there is only one named insured or;
 3. **Allstate** has mailed notice within the first 59 days that **we** do not intend to continue the policy.
- If the cancellation is for non-payment of premium, **we** will mail **you** notice at least 10 days before the cancellation takes effect. If the cancellation is for any of the other reasons stated above, **we** will mail notice to **you** at least 30 days before the cancellation takes effect.
- Our** mailing the notice of cancellation to **you** at **your** last mailing address known to **us** shall be sufficient proof of receipt 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. **We** will refund amounts under \$2.00 only upon **your** request. However, refund of unearned premium is not a condition of cancellation.
- G. The **Loss Reduction Items** provision is replaced by the following:
- Loss Reduction And Other Items**
- From time to time and at **our** sole discretion:
1. **we** may provide **you**, or allow others to provide **you**, with:
 - a) items, memberships, special offers, merchandise, points, rewards, airline miles, services, classes, seminars, or other things of value designed to help **you** or other persons insured under this policy manage the risks **you** or they face, including, but not limited to, loss reduction or safety-related items; or
 - b) items, memberships, special offers, merchandise, points, rewards, airline miles, services, classes, seminars, or things of any other type that **we** think may be of value to **you** or someone else insured under this policy.

2. **we** may make, or allow others to make, one or more of the following: charitable contributions, donations, or gifts.

These items, memberships, special offers, merchandise, points, rewards, airline miles, services, classes, seminars, charitable contributions, donations, gifts, or other things of value may be provided in any form, including, but not limited to, redemption codes, coupons, vouchers, and gift cards.

H. In **Part I—General** the following provisions are added:

Notice

Your notice to an authorized **Allstate** agent shall be deemed to be notice to **us**.

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.

Missouri Guaranty Association

Missouri law requires **us** to inform **you** that the Missouri Property and Casualty Insurance Guaranty Association does not cover policyholder claims of insolvent insurers exceeding \$300,000.

The Missouri Property and Casualty Insurance Guaranty Association Act contains the following limitations:

1. Claims covered by the Act do not include a claim by or against an insured of an insolvent insurer if that insured has a net worth of \$25 million on the date the insurer becomes insolvent.
2. The Associations' obligation includes only the amount of each covered claim which is greater than \$100 and less than \$300,000. However the Association will not:

- a. be obligated to an insured or claimant in excess of the limits of liability of the policy from which the claim arises; or
- b. return to the insured any unearned premium in excess of \$10,000.

III. In **Part 2—Protection Against Loss To The Auto** the following changes are made:

- A. The **Auto Collision Insurance** provision is replaced by the following:

Auto Collision Insurance—Coverage DD

If a premium is shown on the Policy Declarations for Auto Collision Insurance, **Allstate** will pay for direct and accidental loss to an **insured auto** (including insured loss to an attached trailer) from a collision with another object or by upset of that **auto** or trailer.

- B. Under **Auto Comprehensive Insurance** the following sentence is added to the first paragraph:

Plastic or other materials used by the manufacturer as substitutes for glass will also be considered glass.

- C. The **Rental Reimbursement Coverage** provision is replaced by the following:

Rental Reimbursement Coverage—Coverage UU

If a premium is shown on the Policy Declarations for Rental Reimbursement Coverage, and if **you** have an **auto** accident, or the entire **insured auto** is stolen, **Allstate** will reimburse **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.

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 driveable, coverage starts the day the **auto** is taken to the garage for repairs.

Coverage ends when whichever of the following occurs first:

1. if an **insured auto** is disabled by a collision or comprehensive loss, completion of the repairs or replacement of the **auto**;
 2. if an **insured auto** is stolen, when **we** offer settlement or **your auto** is returned to use; or
 3. thirty full days of coverage.
- D. The following Coverage Agreements are added:
- Lease Or Loan Gap Coverage—Coverage LG**
If a premium is shown on the Policy Declarations for Lease Or Loan Gap Coverage, and if the amount **you** owe under the terms of the auto lease or loan agreement on **your auto** exceeds the actual cash value of the **auto**, **Allstate** will pay the difference between these amounts in the event of a total loss due to physical damage or theft of that **auto**. **We** may pay **you** and the lessor or lienholder named on the Policy Declarations.
- Lease Or Loan Gap Coverage applies only if **you** have both Auto Collision and Comprehensive Insurance in effect under this policy and the loss is covered under either coverage. This coverage applies only to the original lease or loan written on **your auto** and applies only if **your auto** was not previously titled. If, according to the information **you** have given **us**, the lease or loan ends during the policy period, **we** will stop this coverage at the end of that policy period. However, **you** must tell **us** if **you** want this coverage to end at an earlier date.
- Repair Or Replacement Cost Coverage—Coverage RC**
It will be **Allstate's** option to pay to repair or replace the **auto** to which Coverage RC applies as shown on the Policy Declarations for a covered loss if **you** have purchased both Auto Collision Insurance and Auto Comprehensive Insurance and either coverage is applicable to the loss.
- This coverage will continue until the first policy renewal after the coverage has been in effect for three years. Repair Or Replacement Cost Coverage does not automatically transfer to any replacement **auto** or additional **auto** acquired during the policy period. This coverage does not apply to any other vehicle, including, but not limited to, additional **autos**, replacement **autos**, or substitute **autos**.
- E. Under **Additional Payments Allstate Will Make** paragraphs 2 and 3 are deleted.
- F. Under **Exclusions—What Is Not Covered** the following changes are made:
1. Exclusion 1 is replaced by the following:
 1. Property damage intended by, or reasonably expected to result from the intentional or criminal acts or omissions of, an insured person. This exclusion applies even if:
 - a. such insured person lacks the mental capacity to control or govern his or her own conduct;
 - b. such insured person is temporarily insane or temporarily lacks the mental capacity to control or govern his or her conduct or is temporarily unable to form any intent to cause property damage;
 - c. such property damage is of a different kind or degree than intended or reasonably expected; or
 - d. such property damage is sustained by a different person than intended or reasonably expected.
- This exclusion applies regardless of whether an insured person is actually charged with, or convicted of, a crime.
- This exclusion precludes coverage for all insured persons under the policy regardless of whether the person seeking coverage participated in any way in the intentional or criminal acts or omissions.
2. Exclusion number 2 is replaced by the following:
 2. property damage arising out of participation in a prearranged, organized, or spontaneous:
 - 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.

3. The following exclusions are added:
 14. confiscation or seizure by a government authority.
 15. loss due to conversion or embezzlement by any person who has the vehicle due to any rental, lease, lien or sales agreement.
 16. any device that is designed for the detection of radar.
 17. any damage or loss to any non-owned **auto** with more than four wheels.
 18. loss to any **custom part 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.

G. In Part 2—**Protection Against Loss To The Auto** the following provisions are added:

No Benefit To Bailee

This insurance will not benefit any person or organization who may be caring for or handling **your** property for a fee.

Loss Payable Clause

If a lienholder is shown on the Policy Declarations, **we** may pay loss under this policy to **you** and to the lienholder as its interest may appear. The lienholder's interest will not be voided by:

1. any act or neglect of the owner of the **auto**; or
2. any change in title or ownership of the **auto** if the lienholder notifies **us** within 10 days.

If **you** do not pay the premium when due, the lienholder must, at **our** request, pay the premium; otherwise **we** may cancel this policy.

The lienholder must notify **us** of any known increase in hazard. The lienholder must pay, at

our request, the premium for any increase in hazard; otherwise this policy will be void.

We may cancel this policy according to its terms. Cancellation will also be effective with respect to the lienholder's interest. **We** may also cancel this clause of the policy. In either event, **we** will provide 10 days notice to the lienholder. **Our** mailing of notice will be proof of notice.

If **you** do not submit proof of loss within the time specified in this policy, the lienholder must do so within 60 days. Proof of loss must be submitted in the form and manner specified in the provision entitled **What You Must Do If There Is A Loss**. The lienholder will be subject to provisions relating to appraisal, time of payment, and bringing suit.

When **we** make payment to the lienholder for loss under this policy, **we** will be subrogated to the rights of party **we** pay, to the extent of **our** payment. When **we** pay a lienholder for a loss for which you are not covered, **we** are entitled to the lienholder's right of recovery against **you** to the extent of **our** payment. **We** have the option to pay the lienholder the entire amount due or which will become due on the mortgage or other security agreement with interest and receive full assignment and transfer of the mortgage or security agreement. **Our** right to subrogation will not impair the lienholder's right to recover the full amount of its claim.

H. The **Limits Of Liability** provisions are replaced by the following:

Limits Of Liability

Allstate's 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 **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 for the amount of the betterment.
- The maximum **Allstate** will pay for a covered loss to any **custom parts or equipment** is \$1000, unless otherwise excluded.
- 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, Coverage ZA, if purchased, will provide coverage in excess of the limit for loss to **sound systems** provided under Coverage HH.
- Limit Of Liability Under Lease Or Loan Gap Coverage**
If the Policy Declarations indicates a premium charge for Lease Or Loan Gap Coverage (Coverage LG), **our** limit of liability with respect to that coverage is the amount **you** owe under the terms of the **auto** lease or loan agreement to which the **auto** described on the Policy Declarations page is subject. The amount payable will be reduced by:
1. overdue payments and the financial penalties associated with those payments;
 2. the transfer or rollover of a previous outstanding lease or loan balance from another vehicle to the original lease or loan for the **auto** described on the Policy Declarations;
3. the dollar amount of unrepaired damage which occurred prior to the total loss of **your auto**, and,
 4. all refunds paid or payable to **you** as a result of the early termination of the lease or loan agreement or, to the extent financed, as a result of the early termination of any warranty or extended service agreement on **your auto**.
- Limits Of Liability Under Repair Or Replacement Cost Coverage**
Our limit of liability for a covered loss will be as follows:
- We** will pay to repair or replace the **auto** to which Coverage RC applies as shown on the Policy Declarations for a covered loss, subject to the applicable Auto Collision Insurance or Auto Comprehensive Insurance deductible, but without a deduction for depreciation.
- However, the most **we** will pay for the loss will be the lesser of the:
- a. cost of repair or replacement of the property or part using parts manufactured by or for the vehicle's manufacturer or parts from other sources, including, but not limited to, non-original equipment manufacturers as permitted by state laws and regulations.
 - b. cost of a new **auto** of the same make and model with the same equipment. If an **auto** of the same make and model with the same equipment is not available, the new **auto** must be of similar size, class, body type and equipment. A new **auto** is an **auto** that has not been previously titled and is of the latest model year available at the time of the loss.
- We** reserve the right to repair or to replace the damaged property, or to pay for the loss in money.
- The maximum **Allstate** will pay for a covered loss to any **custom parts or equipment** is \$1000, unless otherwise excluded.
- This coverage does not apply to loss caused by fire, theft, larceny or flood.
- All other provisions of this policy apply.

In no event shall an insured person be entitled to recover under both Repair Or Replacement Cost Coverage and Auto Collision Insurance, or Repair Or Replacement Cost Coverage and Auto Comprehensive Insurance.

- I. Under **If There Is Other Insurance** the following sentence is added to the end:

Lease Or Loan Gap Coverage is excess over any other collectible insurance.

All other policy terms and conditions apply.