

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

Missouri Amendatory Endorsement - PDU137-1

I. In the **General Provisions** section, the following changes are made:

A. 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 **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.

B. 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. Except in the event more than one person is named as insured and only one of the persons

named has his or her drivers license suspended or revoked, then the policy may not be canceled.

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 within 30 days of this notice. **We** will refund amounts under \$2.00 only upon **your** request. However, refund of unearned premium is not a condition of cancellation.

- II. In **Part 1—Automobile Liability Insurance Bodily Injury Liability—Coverage AA Property Damage Liability—Coverage BB**, under **Exclusions—What Is Not Covered** exclusion number 12 is replaced by the following:

12. **bodily injury** or property damage arising out of the participation in any prearranged, organized, or spontaneous:
- racing contest,
 - speed contest, or
 - 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.

- III. In **Part 2—Automobile Medical Payments—Coverage CC**, under **Exclusions—What Is Not Covered**, exclusion 7 is replaced by the following:

7. any person arising out of the participation in any prearranged, organized, or spontaneous:
- racing contest,
 - speed contest, or
 - 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.

- IV. In **Part 3—Uninsured Motorist Insurance—Coverage SS**, under **Exclusions—What Is Not Covered** exclusion number 4 is added:

4. **bodily injury** or property damage arising out of the participation in any prearranged, organized, or spontaneous:
- racing contest,
 - speed contest, or
 - 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. This exclusion applies only to the extent that the limits of liability of Coverage SS exceed the limits of liability required by the state of Missouri.

- V. In **Part 4—Underinsured Motorist Insurance—Coverage SU**, under **Exclusions—What Is Not Covered** exclusion number 5 is added:

5. **bodily injury** or property damage arising out of the participation in any prearranged, organized, or spontaneous:
- racing contest,
 - speed contest, or
 - 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.

- VI. In **Part 5—Protection Against Loss To The Auto** the following changes are made:

- A. Under **Additional Definitions For Part 5** the following is added:
5. **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.

B. Under **Losses We Do Not Cover Under Coverages DD, HH, JJ, LG, RC, UU, ZZ, and ZA** the following changes are made:

1. Exclusion 14 is replaced by the following:
 14. loss or damage arising out of the participation in any 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.
2. The following exclusion is added:
 19. loss to any **custom parts 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.

C. The **Limits Of Liability** provision is 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.

All other policy terms and conditions apply.