

Policy Endorsement

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

This Endorsement Changes Your Policy— Keep It With Your Policy

Missouri Deluxe Mobile Home Policy Amendatory Endorsement –AP1822

- I. The following changes are made in the **General** section of the policy:
 - 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 following provision is added:

Conditional Reinstatement

If **we** mail a cancellation notice because **you** didn't 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** is amended as follows:

- A. In **Part 1 — Coverage A, Mobile Home Protection**, the introductory language of the **Exclusions — Losses We Do Not Cover** provision is replaced by the following:

We do not cover loss to the property described in **Part 1 — Coverage A, Mobile Home Protection** consisting of or caused by:

- B. In **Part 1 — Coverage A, Mobile Home Protection**, under **Exclusions — Losses We Do Not Cover**, items 1 and 2 are replaced by the following:

1. Water damage, meaning:
 - a) Flood, including, but not limited to surface water, waves, tidal water or overflow of any body of water, or spray from any of these, whether or not driven by wind;
 - b) Water or any other substance that backs up through sewers or drains;
 - c) Water or any other substance that overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure; or

- d) Water or any other substance on or below the surface of the ground, regardless of its source. This includes water or any other substance which exerts pressure on, or flows, seeps or leaks through any part of the **residence premises**.

We do cover sudden and accidental direct physical loss caused by fire, explosion or theft resulting from items a) through d) listed above.

2. a) Wear and tear, marring, scratching, deterioration, inherent vice, or latent defect
b) Mechanical breakdown;
c) Rust
d) Contamination, smog, smoke from agricultural smudging or industrial operations;
e) Settling, cracking, shrinking, bulging or expansion of pavements, patios, foundations, walls, floors, roofs or ceilings;
f) Birds, vermin, rodents, insects or domestic animals.

If any of the above cause water to escape from a plumbing, heating, air conditioning system or household appliance, we cover loss caused by water. **We** also cover the cost of tearing out and replacing any part of a mobile home or other structure necessary to repair the system or appliance. **We** do not cover loss to the system or appliance from which water escaped.

- C. In **Part 1 – Coverage A, Mobile Home Protection**, under **Exclusions – Losses We Do Not Cover**, items 15, 16, 17, and 18 are added:

15. **We** do not cover loss or damage resulting directly or indirectly from one or more of the items listed below, if that item is one of two or more causes of loss or damage, and if the other cause(s) of the loss or damage is (are) excluded by this policy.
- a) Conduct, act, failure to act, or decision of any person, group, organization or governmental body whether intentional, wrongful, negligent, or without fault.
- b) Defect, weakness, inadequacy, fault or unsoundness in:
- 1) planning, zoning, development, surveying, siting; or
 - 2) design, specifications, workmanship, construction, grading, compaction; or
 - 3) materials used in construction or repair; or
 - 4) maintenance.
- of any property including but not limited to land, structures, or improvements of any kind, whether on or off the **residence premises**.
- c) Weather conditions, which includes but is not limited to heat, cold, rain, ice, snow, sleet, wind, hail or drought.
16. Earth movement of any type, including, but not limited to, earthquake, volcanic eruption, lava flow, landslide, subsidence, mudflow, pressure, sinkhole, erosion, or the sinking, rising, shifting, creeping, expanding, bulging, cracking, settling, or contracting of the earth. This exclusion applies whether or not the earth movement is combined with water.

17. Collapse, except as provided in Section I Part 3 Additional Protection under "Collapse".

18. 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 **Part 4 — Section I Conditions — Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Water Loss.**

D. In **Part 2 — Coverage B, Personal Property Protection**, under **Losses We Cover** items 11, 15, and 16 are deleted.

E. In **Part 2 — Coverage B, Personal Property Protection**, the introductory language of the **Exclusions — Losses We Do Not Cover** provision is replaced by the following:

We do not cover loss to the property described in Part 2 — Coverage B, Personal Property Protection consisting of or caused by:

F. In **Part 2 — Coverage B, Personal Property Protection**, under **Exclusions — Losses We Do Not Cover**, items 6, 7, 8 and 9 are added:

6. Water damage, meaning:

- a) Flood, including, but not limited to surface water, waves, tidal water or overflow of any body of water, or spray from any of these, whether or not driven by wind;
- b) Water or any other substance that backs up through sewers or drains;
- c) Water or any other substance that overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure; or
- d) Water or any other substance on or below the surface of the ground, regardless of its source. This includes water or any other substance which exerts pressure on, or flows, seeps or leaks through any part of the **residence premises**.

We do cover sudden and accidental direct physical loss caused by fire, explosion or theft resulting from items a) through d) listed above.

7. Earth movement of any type, including, but not limited to, earthquake, volcanic eruption, lava flow, landslide, subsidence, mudflow, pressure, sinkhole, erosion, or the sinking, rising, shifting, creeping, expanding, bulging, cracking, settling, or contracting of the earth. This exclusion applies whether or not the earth movement is combined with water.

8. **We do not cover loss or damage resulting directly or indirectly from one or more of the items listed below, if that item is one of two or more causes of loss or damage, and if the other cause(s) of the loss or damage is (are) excluded by this policy.**

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- a) Conduct, act, failure to act, or decision of any person, group, organization or governmental body whether intentional, wrongful, negligent, or without fault.
 - b) Defect, weakness, inadequacy, fault or unsoundness in:
 - 1) planning, zoning, development, surveying, siting; or
 - 2) design, specifications, workmanship, construction, grading, compaction; or
 - 3) materials used in construction or repair; or
 - 4) maintenance

of any property including but not limited to land, structures, or improvements of any kind, whether on or off the **residence premises**.

- c) Weather conditions, which includes but is not limited to heat, cold, rain, ice, snow, sleet, wind, hail or drought.
9. 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 **Part 4 — Section I Conditions — Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Water Loss**.

III. In **Section I—Your Property**, under **Part 3—Additional Protection**, item 1, **Loss Of Use Of Your Mobile Home**, is replaced by the following:

1. **Loss of Use of Your Mobile Home**

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- a) **We** will pay the reasonable increase in living expenses necessary to maintain the normal standard of living of **your** household, when a loss **we** cover makes **your residence premises** uninhabitable.

Payment shall not exceed three consecutive months from the time of loss, or the period of time required:

- 1) using due diligence and dispatch, to repair or replace the damaged or destroyed property:
 - or
- 2) for **you** to permanently relocate;

whichever is less.

- b) **We** will pay **your** loss of fair rental income resulting from a covered loss, less charges and expenses which do not continue, while the part of the **residence premises you** rent to others, or hold for rental, uninhabitable. **We** will pay for this loss of fair rental income for the shortest time required to repair or replace the rented part, not to exceed three consecutive months from the time of loss.

- c) **We** will pay the reasonable and necessary increase in living expenses and the loss of fair rental income for up to two weeks should civil authorities prohibit the use of **your residence premises** due to a loss at a neighboring premises caused by a type of loss **we** cover.

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 **Part 4 — 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 will not pay for loss or expense due to the cancellation of a lease or agreement.

No deductible applies to this coverage.

IV. In **Section I — Your Property**, under **Part 3 - Additional Protection**, the following is added:

11. **Collapse**

We will cover:

- 1) entire or partial collapse of a covered mobile home or building; and
- 2) physical loss to covered property directly caused by entire or partial collapse of a mobile home or building.

For coverage to apply, the collapse must be directly caused by one or more of the following items:

- 1) a loss **we** cover under **Personal Property Protection** coverage.
- 2) hidden decay or vermin damage.
- 3) weight of persons, animals, equipment or contents.
- 4) weight of rain or snow which collects on a roof.
- 5) defective methods or materials used in construction, repair, remodeling or renovation, but only if the collapse occurs in the course of the construction, repair, remodeling or renovation.

Collapse does not include settling, cracking, shrinking, bulging or expansion.

This coverage does not change the limit of liability that applies to the covered property.

V. The following changes are made in **Part 4 — Section I Conditions**:

A. Item 4, **Our Settlement Options**, is retitled **Options** and the following is added:

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.

B. Item 8, **Appraisal**, is replaced by the following:

8. **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.

C. 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.

D. The following is added:

18. **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 **Part 1 - Coverage A, Mobile Home Protection** or **Part 2 - Coverage B - 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 **Part 1 - Coverage A, Mobile Home Protection** or **Part 2 - Coverage B, Personal Property Protection** damaged by a covered loss, including payment for any reasonable charges 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 **Part 1 - Coverage A, Mobile Home Protection** or **Part 2 - Coverage B, Personal Property Protection**.

VI. In **Section II— Family Liability** under **Part 1 — Coverage X, Family Liability Protection**, **Exclusions — Losses We Do Not Cover**, the following are added:

13. **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.

14. **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.

VII. In **Section II—Family Liability**, under **Part 2—Coverage Y—Guest Medical Protection, Exclusions—Losses We Do Not Cover**, the following is added:

12. **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.

VIII. In **Section II, Additional Protection**, item 1 **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 terms and conditions of the policy apply.