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May 21, 2012

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**RE: Allstate Flood Policies, Your Letter of April 27, 2012**

Dear Bob:

It was nice to hear from you. I hope that you and yours are well. My clients and I appreciate the fact that Allstate took the time to examine and respond to NAPAA's concerns.

We do in fact understand the National Flood Insurance Program, and we have no objection to Allstate providing flood policy holders a renewal notice. Our concern is with any attempt by Allstate to mislead consumers about the status of the former Allstate agent, either with respect to that agent's ability to service the policy until renewal, or, with respect to the agent's ability to write a new policy with a new carrier.

One of the sample letters we provided was from \_\_\_\_\_ and dated October 12, 2011. Mr. B\_\_\_\_\_ had worked with former Allstate agent \_\_\_\_\_. Mr. A\_\_\_\_\_ terminated with Allstate September 30, 2011. On September 29, 2011, Mr. A\_\_\_\_\_ had exchanged email correspondence with Sandy McKernan with Allstate Agency Services confirming his options relative to flood policies. That same day, they spoke by phone, and Mr. A\_\_\_\_\_ confirmed his intent to roll the flood policies. In her email to him, Ms. McKernan had provided book of business transfer instructions confirming his ongoing ability to service the policies until renewal.

Allstate's letter to Mr. B\_\_\_\_\_ sent 12 days after Mr. A\_\_\_\_\_s termination, indicates that Mr. A\_\_\_\_\_ was not available to service the policy. That was plainly a false statement. The letter also strongly, and improperly, implies that Mr. A\_\_\_\_\_ would not be available to write a new policy and that the insured must obtain a new agent to continue coverage.

You indicate that Allstate's service provider has discontinued its use of the objectionable letter. I assume this is precisely because of the false and misleading nature of the letter. We appreciate this proactive change by Allstate and/or its service provider. Unless and until we learn otherwise, we will assume that

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Allstate's new notice processes relative to flood policies written by terminated agents do not misstate the rights and opportunities available to insureds.

Thank you, again, for the courtesy of your attention and your prior response.

Very truly yours,

Dirk A. Beamer

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DAB/ds

Enclosures

cc. National Association of Professional Allstate Agents

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Attn: Jim Fish