

STATE ENDORSEMENT – MISSOURI

The following amendments change the policy. Please read your entire policy for full details about your coverages.

Throughout the policy and endorsements attached to it, reference to minimum limits means the following limits of liability as required by Missouri law, to be provided under a policy of automobile liability insurance:

1. \$25,000 for each person, subject to \$50,000 for each accident, with respect to "bodily injury"; and
2. \$25,000 for each accident with respect to "property damage".

PART A – LIABILITY COVERAGE

For the purposes of **PART A – LIABILITY COVERAGE**, the definition of "your covered auto" includes a "temporary loaned vehicle".

"Temporary loaned vehicle" means a vehicle you do not own provided to you or any "family member" with or without charge by a person engaged in the business of selling, repairing or servicing motor vehicles:

1. To demonstrate the vehicle; or
2. While any "antique vehicle" or "classic vehicle" shown in the Declarations or Schedule is being serviced or repaired.

Under the **Insuring Agreement**, Paragraph A. is replaced by the following:

- A. We will pay damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident involving "your covered auto". We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this Policy.

Under **Supplementary Payments**, the following is added:

Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay our limit of liability, we will not pay any prejudgment interest based on that period of time after the offer.

Under **Exclusions**, the following changes are made:

The following is added to Exclusion 3.:

This exclusion (3.) does not apply to "property damage" to a "temporary loaned vehicle".

The following Exclusion is added:

We do not provide Liability Coverage for any "insured" for "bodily injury" to you or any "family member" to the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the Missouri Motor Vehicle Financial Responsibility Law.

PART B – MEDICAL PAYMENTS COVERAGE

Under the **Limit Of Liability** provision, Paragraph B. is replaced by the following:

- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 1. **PART A** of this Policy; or
 2. Any **UNDERINSURED MOTORISTS COVERAGE** provided by this Policy.

PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO

Under **Exclusions**, Exclusion 10. is replaced by the following:

We will not pay for:

10. Loss or damage intentionally caused or directed by you or any "family member". Intentional loss means any loss arising out of any act an "insured" commits or conspires to commit with the intent to cause a loss.

However, this exclusion shall not apply to an innocent co-insured who did not cooperate or contribute to the creation of the loss, if the loss arose out of a pattern of criminal domestic violence. The innocent co-insured must file a police report and complete a sworn affidavit that indicates both the cause of the loss and a pledge to cooperate in any criminal prosecution of the person committing the act causing the loss.

If we pay a claim pursuant to Exclusion 10., our payment to the innocent co-insured is limited to that innocent co-insured's ownership interest in the property less any payments we first made to other parties with a legal secured interest in the property. We will not make any subsequent payment to any other insured for the part of any loss for which the innocent co-insured has received payment. We shall have all rights of subrogation to recover against the perpetrator of the loss. In no event will we pay more than the Limit of Liability.

The **Limit Of Liability** provision is replaced by the following:

LIMIT OF LIABILITY

- A. We will pay the limit shown under **PART D** in the Declarations or Schedule for the applicable vehicle, which is agreed to be the Guaranteed Value® of "your covered auto", in case of a total loss or "constructive total loss". This is the most we will pay for a loss in any one accident, inclusive of all fees, taxes or any other amounts. Our payment will not include an amount for sales tax for the damaged or stolen property, however we will provide you with a certification, as described in MO. REV. STAT. § 144.027.
- B. For all other loss or damage to "your covered auto", we will pay the amount necessary to repair or replace the property, whichever is less, provided you actually repair or replace the property, with similar kind and quality, without regard to depreciation or betterment, but we will not pay more than the Guaranteed Value® per vehicle shown under **PART D** in the Declarations or Schedule.

Under the **Appraisal** provision, Paragraph A. is replaced by the following:

- A. If we and you do not agree on the amount of loss, either may demand in writing an appraisal of the loss. However, both parties must agree to the appraisal. In this event, each party will select a competent and impartial appraiser and notify the other within 20 days of such demand. The two appraisers will then select a competent and impartial umpire. If the appraisers fail to agree on such umpire within 15 days, then such umpire will 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 will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. The umpire will make the award within 30 days after receipt of appraisers' submissions of their differences. A decision agreed to by any two will be binding.

PART E – DUTIES AFTER AN ACCIDENT OR LOSS

The following duties are added:

A person seeking any coverage must cooperate with us by complying with the following additional duties as a condition of coverage:

1. Do not admit fault or assume any obligation to other persons.
2. Do nothing that would prejudice our rights or interests or our ability to provide a defense.
3. As often as we reasonably request, attend and answer to an examination under oath conducted by us or our representative, at a reasonable place chosen by us. We may require:
 - a. Examinations to be video and/or audio recorded.
 - b. Examinations to be done individually and outside the presence of witnesses or other persons or parties making claims. Legal counsel may be present.

- c. Your spouse, any “family member” and/or any person related to you who resides with you to submit to examination to help us to obtain relevant information, even if that person is not making a claim under this policy.

PART F - GENERAL PROVISIONS

The **Regular Use Vehicle Requirement** provision is replaced by the following:

REGULAR USE VEHICLE REQUIREMENT – PURCHASING & MAINTAINING OTHER INSURANCE COVERAGE FOR YOU AND YOUR REGULAR USE VEHICLE

- A. This policy provides the coverage(s) you have elected and paid for, but only for your ownership, maintenance and use of “your covered auto”. In no event will this policy:
 - 1. Provide coverage for any vehicles other than “your covered auto”; or
 - 2. Be your primary personal vehicle insurance; or
 - 3. Provide insurance for any auto or other motor vehicle, other than “your covered auto”, with respect to exposures or legal obligations arising out of the ownership, maintenance or use of that vehicle if it is owned by or regularly used by you, a “family member” or any other relative that resides with you.
- B. As a condition of the issuance of this policy, you have represented and agreed to the following:
 - 1. You must own a "regular use vehicle" listed on, and insured by, a separate insurance policy, and the separate insurance policy for that vehicle must:
 - a. Be in-force with at least the types and amounts of coverage elected by you for this policy.
 - b. Satisfy all minimum state insurance requirements, including but not limited to minimum requirements for liability coverage, uninsured motorist coverage and underinsured motorist coverage (as may be required by law), and personal injury protection (“PIP”) coverage (in states where PIP is required).
 - c. Remain in-force as described in 1.a. directly above during all policy periods, including renewal and reinstatement policy periods, and be maintained, without reduction of coverage or limits of liability (except for reduction of the aggregate limits therein in connection with an accident or loss solely by amounts paid in settlement of claims or in satisfaction of awards or judgments), with respect to your "regular use vehicle" and any other vehicle not listed on this policy but that is owned by and/or furnished or available for the regular use of, you, a “family member” or a relative who resides with you.
 - d. Be primary for, and satisfy, all minimum state insurance requirements related to vehicle ownership or use, except with respect to the use of "your covered auto" for which this policy applies.
 - 2. If you fail to maintain a "regular use vehicle" insured by a separate insurance policy that satisfies the minimum state insurance requirements, the insurance afforded by this policy shall apply in the same manner as if such policy had been maintained in force by you with underlying coverage on a primary basis. If we are required by law to provide any coverage with respect to the use of a "regular use vehicle" and/or any other vehicle, including any vehicle not listed on this policy but owned by and/or furnished or available for the regular use of, you, a “family member” or a relative who resides with you:
 - a. Coverage under this policy shall be excess to any and all other insurance, contingent insurance, self-insurance, liability bonds, certification of financial responsibility, and/or any other source of protection or recovery;
 - b. The amount we may be required to pay is limited to the minimum types and limits of such coverage required by law; and
 - c. You agree that if we are compelled by law to provide any coverage under this insurance policy with respect to the use of any vehicle other than “your covered auto”, all coverage and limits of

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liability other than the minimum types and limits required by law are rejected with respect to the use of that vehicle.

3. To the extent allowed by law, we have the right to cancel and/or not renew this policy if at any time during the policy period you do not have a separate insurance policy in effect with at least all of the coverages provided by this policy, and all of the types of coverage required by law, and with at least equal or higher limits of liability as this policy.

Under the **Legal Action Against Us** provision, Paragraph C. is replaced by the following:

- C. Under **PART D**, suit or action must start within 10 years of the date of loss, but this time period will be extended by the number of days between the date you file your proof of loss with us and the date we deny all or part of your claim.

Under the **Payment of Loss** provision, the second paragraph is replaced by the following:

If we pay a total loss or a "constructive total loss" for any of "your covered auto(s)" shown in the Declarations or Schedule, all coverage under this policy for such covered auto(s) will terminate simultaneously upon payment of the loss. The amount we will pay for a total loss or "constructive total loss" of "your covered auto(s)" shall be reduced by any amount previously paid for repairs not completed at the time of the total loss or "constructive total loss".

Under the **Our Right To Recover Payment**, Paragraph A. does not apply to **PART B – MEDICAL PAYMENTS COVERAGE**.

Under the **Termination** provision, the following changes are made:

Cancellation, 2.b. and 3. are replaced by the following:

2. b. At least 30 days' notice by United States Post Office certificate of mailing, first class mail using Intelligent Mail barcode (IMb), or another mail tracking method used, approved or accepted by the United States Postal Service in all other cases.
3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - b. If the named insured driver's license has been suspended or revoked. This must have occurred:
 - (1) During the policy period; or
 - (2) Since the last anniversary of the original effective date if the policy period is other than one year.

However, in the event more than one person is a named insured shown in the Declarations and only one named person's driver's license has been suspended or revoked we:

- (1) May not cancel this Policy; but
- (2) May issue an exclusion providing that coverage will not be afforded to that named person under the terms of this Policy while that person is operating "your covered auto" during any period of suspension or revocation.
- c. For any other reason permitted by state law.

Nonrenewal is replaced by the following:

Nonrenewal. If we decide not to renew or continue this Policy we will mail notice by United States Post Office certificate of mailing, first class mail using Intelligent Mail barcode (IMb), or another mail tracking method used, approved or accepted by the United States Postal Service, to the named insured shown in the Declarations at the address last known by us. Notice will be mailed at least 30 days before the end of the policy period.

If the policy period is other than one year, we will have the right not to renew or continue it only at each anniversary of the original effective date.

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The **Other Insurance Policies** provision is deleted.

The **State Law** provision is replaced by the following:

If any policy exclusion, limitation, term, condition or other policy provision is determined to be invalid and unenforceable by a court with proper jurisdiction, then that exclusion, limitation, term, condition or other policy provision will:

1. Not apply to the amount of the covered damages or loss that is less than or equal to the minimum amounts of coverage required by law; and
2. Be construed, to the extent permitted by law, to exclude any coverage that is not required by law to be provided, and exclude all amounts greater than the minimum amounts of coverage required by law.

The **Amendatory Endorsements** provision is deleted.

The following provisions are added:

MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION COVERAGE LIMITATIONS

Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association) the Association will pay claims covered under the Act if we become insolvent.

Payments made by the Association for covered claims will include only that amount of each claim which is less than \$300,000. However, the Association will not pay an amount in excess of the applicable limit of liability of the Policy from which a claim arises.

The claims covered by the Association are subject to the limitations of coverage provided by the Act. These limitations have no effect on the coverage we will provide under this Policy.

EXCESS COVERAGE

Coverage under this policy applies on a primary basis only with respect to "your covered auto", and shall be co-primary on a pro rata basis with any other insurance, self-insurance, bonds or certificate that applies on a primary basis.

If we are required by applicable law, or by a court with proper jurisdiction, to provide any insurance under this policy that would not otherwise be covered by the terms of this policy, the coverage provided under this policy shall be:

1. Excess to any and all other insurance, contingent insurance, self-insurance, liability bonds, certification of financial responsibility, and/or any other source of protection or recovery; and
2. Limited to the minimum types of coverage and the minimum limits required by that law.

The following total policy exclusion is added:

EXCLUSION OF TRANSPORTATION NETWORK COMPANY & PERSONAL VEHICLE SHARING PROGRAM USE

A. There is no coverage of any kind under this policy for any accident, loss, "bodily injury", "property damage" or any other damage, expense or loss for any person or any party that results from, arises out of, or is related to any person operating or using "your covered auto" or any other vehicle in any type of activity associated or connected with any:

1. Transportation network company (TNC). This includes the ownership, maintenance, use, occupancy or possession of any vehicle during the period of time from the moment a participating driver in a TNC logs on to the TNC's online-enabled application or platform until that driver logs off of the online-enabled application or platform, or the passenger exits the vehicle, whichever is later; or
2. Personal vehicle sharing program, use or activity.

B. For purposes of this exclusion:

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1. Transportation network company (TNC) means any type of organization or entity that provides prearranged transportation services for compensation using an online-enabled application or platform to connect passengers with drivers using a personal vehicle.
2. Personal vehicle sharing program means a group or legal entity engaged in the business or activity of facilitating or promoting the sharing of private passenger vehicles for noncommercial use by individuals other than the vehicle's owner.

All other policy provisions apply.