

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY.

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. \$10,000 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 is being serviced or repaired.

INSURING AGREEMENT

Paragraph A. is deleted and 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.

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.

EXCLUSIONS

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

Paragraph B. of the **Limit Of Liability** Provision is deleted and 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

Paragraph A. of the **LIMIT OF LIABILITY** provision is deleted and replaced by the following:

- A. We will pay the limit shown under Coverage D in the Declarations for each scheduled vehicle, which is agreed to be the 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.

Paragraph A. of the **Appraisal** Provision is deleted and replaced by the following:

- A. If we and you do not agree on the amount of loss, then an appraisal of the loss may be made. However, both parties must agree to the appraisal. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. 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. A decision agreed to by any two will be binding.

PART F - GENERAL PROVISIONS

Paragraph C. of the **Legal Action Against Us** provision is deleted and 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.

The second paragraph of the **Payment of Loss** Provision is deleted and 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, 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".

OUR RIGHT TO RECOVER PAYMENT

Paragraph A. does not apply to **Part B – Medical Payments Coverage**.

TERMINATION

A. Cancellation, 2.b. and 3. are deleted and 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 your 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.

B. Nonrenewal is deleted and replaced by the following:

B. 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.

The **Amendatory Endorsements** Provision is deleted.

The following provision is 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.

All other policy provisions apply.