

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, minimum limits means the following limits of liability as required by Missouri law, to be provided under a policy of automobile liability insurance:

- A. \$25,000 for each person, subject to \$50,000 for each accident, with respect to “bodily injury”; and
- B. \$25,000 for each accident with respect to “property damage”.

PART A – LIABILITY COVERAGE

For the purposes of **PART A**, 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 a “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.

Under the **Insuring Agreement** provision, 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 the amount we pay for damages resulting from the occurrence equals the limit of liability shown in the Declarations. We have no duty to defend any suit or settle any claim for “bodily injury” or “property damage” not covered under this policy.

Under the **Supplementary Payments** provision, 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 the **Exclusions** provision, the following changes are made:

The following is added to Exclusion D.:

This exclusion 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 a “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 the **Exclusions** provision, Exclusion G. is replaced by the following:

We will not pay for:

- G. Loss or damage intentionally caused or directed by you or a “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 G., 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.

Under the **Limit of Liability** provision, paragraph A. is replaced by the following:

- A. In the event of a total loss or "constructive total loss", we will pay the "Guaranteed Value[®]" shown in the Declarations for the applicable scheduled vehicle. 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.

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 party 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 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 F – GENERAL PROVISIONS

The **Concealment or Misrepresentation** provision is replaced by the following:

All insurance provided by this policy will be void if, at any time, you or any person or entity with an interest in the property conceal or misrepresent any material fact regardless of intent. No action or inaction by us will be deemed a waiver of this provision.

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 **Our Right to Recover Payment** provision, paragraph A. does not apply to **PART B**.

Under the **Regular Use Vehicle Requirement – Purchasing and Maintaining Other Insurance Coverage for You and Your Regular Use Vehicle** provision, paragraph B.3. is replaced by the following:

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 **State Law** provision, paragraph A. is removed.

The following is added to the **Payment of Loss** provision:

Within 15 working days after we receive all forms necessary to establish the nature and extent of any claim, we shall advise you of our intent to accept or deny the claim.

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.

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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's 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 1 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 1 year, we will have the right not to renew or continue it only at each anniversary of the original effective date.

The following is added to the **Two or More Auto Policies** provision:

This policy provision and limitation does not apply to **Uninsured Motorists Bodily Injury Coverage**, but only if and when required by Missouri law, as amended, and then only to the extent set forth in the terms under **Uninsured Motorists Bodily Injury Coverage**.

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.