

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF POLICY PROVISIONS – MISSOURI

I. Definitions

The following is added to the **Definitions** section:

Throughout the Policy, "minimum limits" refers to 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".

Definition **K.** is replaced by the following:

K. "Newly acquired auto":

1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:
 - a. A private passenger auto; or
 - b. A pickup or van, for which no other insurance policy provides coverage, that:
 - (1) Has a Gross Vehicle Weight Rating of 10,000 lbs. or less; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
 - (b) For farming or ranching.
2. Coverage for a "newly acquired auto" is provided as described below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for a "newly acquired auto" will begin at the time you request the coverage.

- a. For any coverage provided in this Policy except Coverage For Damage To Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a "newly acquired auto" which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 30 days after you become the owner.

If a "newly acquired auto" replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.

- b. Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
 - (1) 30 days after you become the owner if the Declarations indicates that Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
 - (2) Four days after you become the owner if the Declarations does not indicate that Collision Coverage applies to at least one auto. If you comply with the four-day requirement and a loss occurred before you asked us to insure the "newly acquired auto", a Collision deductible of \$500 will apply.

c. Other Than Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

- (1) 30 days after you become the owner if the Declarations indicates that Other Than Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
- (2) Four days after you become the owner if the Declarations does not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the four-day requirement and a loss occurred before you asked us to insure the "newly acquired auto", an Other Than Collision deductible of \$500 will apply.

II. Part A – Liability Coverage

Part A is amended as follows:

A. The **Insuring Agreement** is replaced by the following:

Insuring Agreement

We will pay damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident. 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.

"Insured" as used in this Part means:

1. You for the ownership, maintenance or use of any auto or "trailer".
2. Any "family member":
 - a. Who does not own an auto, for the maintenance or use of any auto or "trailer".
 - b. Who owns an auto, but only for the use of "your covered auto".

3. Any person using "your covered auto".
4. For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
5. For any auto or "trailer", other than "your covered auto", any other person or organization but only with respect to legal responsibility for acts or omissions of you or any "family member" for whom coverage is afforded under this Part. This provision (5.) applies only if the person or organization does not own or hire the auto or "trailer".

B. Paragraph 6. is added to the **Supplementary Payments** Provision:

We will pay on behalf of an "insured":

6. 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.

C. Exclusion A.3. is replaced by the following:

We do not provide Liability Coverage for any "insured":

3. For "property damage" to property:
 - a. Rented to;
 - b. Used by; or
 - c. In the care of;that "insured".

This exclusion (A.3.) does not apply to "property damage" to:

- (1) A residence or private garage; or
- (2) Any motor vehicle loaned to you, with or without consideration, by a person, firm or corporation engaged in the "business" of selling, repairing or servicing motor vehicles while such vehicle is being used by any "insured":
 - (a) For demonstration purposes; or
 - (b) As a temporary substitute for any vehicle you own which is out of normal use because of its breakdown, repair or servicing.

D. The following exclusion is added to **EXCLUSIONS A**. We do not provide Liability Coverage for any "insured":

10. 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.

E. The **Other Insurance** Provision is replaced by the following:

Other Insurance

If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance unless such vehicle is loaned to you, with or without consideration, by a person, firm or corporation engaged in the "business" of selling, repairing or servicing motor vehicles and such vehicle is used by any "insured":

- 1. For demonstration purposes; or
- 2. As a temporary substitute for a vehicle you own which is out of normal use because of its breakdown, repair or servicing.

III. Part B – Medical Payments Coverage

Part B is amended as follows:

B. Paragraph B. of the **Limit Of Liability** Provision of Part B is replaced by the following:

Limit Of Liability

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.

IV. Part D – Coverage For Damage To Your Auto

Part D is amended as follows:

A. Paragraph C. of the **Insuring Agreement** is replaced by the following:

Insuring Agreement

"Non-owned auto" means:

- 1. Any private passenger auto, pickup, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member" while in the custody of or being operated by you or any "family member"; or

2. Any auto or "trailer" you do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. Loss; or
- e. Destruction.

However, "non-owned auto" does not include any vehicle loaned to you, with or without consideration, by a person, firm or corporation engaged in the "business" of selling, repairing or servicing motor vehicles while such vehicle is being used by any "insured":

- 1. For demonstration purposes; or
- 2. As a temporary substitute for a vehicle you own which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair; or
 - c. Servicing.

B. Exclusion 7. is replaced by the following:

We will not pay for:

- 7. Loss to:
 - a. A "trailer", camper body, or motor home, which is not shown in the Declarations; or
 - b. Facilities or equipment used with such "trailer", camper body or motor home. Facilities or equipment include but are not limited to:
 - (1) Cooking, dining, plumbing or refrigeration facilities;
 - (2) Awnings or cabanas; or
 - (3) Any other facilities or equipment used with a "trailer", camper body or motor home.

This exclusion (7.) does not apply to a:

- (1) "Trailer", and its facilities or equipment, which you do not own; or
- (2) "Trailer", camper body or the facilities or equipment in or attached to the "trailer" or camper body, which you:
 - (a) Acquire during the policy period; and
 - (b) Ask us to insure within 30 days after you become the owner.

D. The **Appraisal** Provision is replaced by the following:

Appraisal

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. Each party will:

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

B. We do not waive any of our rights under this Policy by agreeing to an appraisal.

V. Part F – General Provisions

Part F is amended as follows:

A. Paragraph **A.** of the **Our Right To Recover Payment** Provision does not apply to Part **B.**

B. The **Termination** Provision is replaced by the following:

Termination

Cancellation

This Policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations may cancel on a pro rata basis by:
 - a. Returning this Policy to us; or
 - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel on a pro rata basis by mailing to the named insured shown in the Declarations at the address last known by us:
 - a. At least 10 days' notice:
 - (1) If cancellation is for nonpayment of premium; or
 - (2) If notice is mailed during the first 60 days this Policy is in effect and this is not a renewal or continuation policy; or
 - b. At least 30 days' notice by United States Post Office certificate of mailing 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.

Nonrenewal

If we decide not to renew or continue this Policy we will mail notice by United States Post Office certificate of mailing 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. Subject to this notice requirement, if the policy period is:

1. Less than six months, we will have the right not to renew or continue this Policy every six months, beginning six months after its original effective date.
2. Six months or longer, but less than one year, we will have the right not to renew or continue this Policy at the end of the policy period.
3. One year or longer, we will have the right not to renew or continue this Policy at each anniversary of its original effective date.

Automatic Termination

If we offer to renew or continue and you or your representative do not accept, this Policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this Policy will terminate as to that auto on the effective date of the other insurance.

Other Termination Provisions

1. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this Policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.

VI. Snowmobile Endorsement

If the Snowmobile Endorsement is attached to this Policy, the provisions of the Snowmobile Endorsement apply except as follows:

Paragraph **D.** of the **Definitions** section is replaced by the following:

- D.** The term "your covered auto" is replaced by the term "your covered snowmobile". "Your covered snowmobile" means:
1. Any "snowmobile" shown in the Schedule or in the Declarations.
 2. Any "snowmobile" on the date you become the owner. This provision applies only if you:
 - a. Acquire the "snowmobile" during the policy period; and
 - b. Ask us to insure it within 30 days after you become the owner.
 3. Any "snowmobile" you do not own while used as a temporary substitute for any other "snowmobile" described in this definition which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.
- This provision **(3.)** does not apply to **Coverage For Damage To Your Auto.**

VII. Named Non-owner Coverage Endorsement

If the Named Non-owner Coverage Endorsement is attached to this Policy, the provisions of the Named Non-owner Coverage Endorsement apply except as follows:

Paragraph **D.** of the **Definitions** section is replaced by the following:

- D.** The definition of "newly acquired auto" is replaced by the following:

"Newly acquired auto" means any of the following types of vehicles on the date you become the owner:

- a. A private passenger auto; or
 - b. A pickup or van that:
 - (1) Has a Gross Vehicle Weight Rating of 10,000 lbs. or less; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your "business" of maintaining or repairing furnishings or equipment; or
 - (b) For farming or ranching.
1. If you acquire the vehicle during the policy period; and
 2. For 30 days after you become the owner.

This insurance does not apply if other insurance applies with respect to newly acquired vehicles.

VIII. 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.