

Automobile Policy Amendment Missouri

Policy Number:

Your policy is amended as follows:

SECTION I-LIABILITY COVERAGES

DEFINITIONS

The following definitions are revised:

- **3.** *Farm auto* means a truck type vehicle with a gross vehicle weight of 15,000 pounds or less, not used for commercial purposes other than farming.
- **11.** *Utility auto* means a vehicle, other than a *farm auto*, with a gross vehicle weight of 15,000 pounds or less and is of a pick-up body, van, or panel truck type not used for commercial purposes.

The following definitions are added:

- **12.** *Personal vehicle sharing program* means a business, organization, network or group facilitating the sharing of private passenger motor vehicles for use by individuals or businesses.
- 13. *Ride-sharing* means the use of any vehicle by any *insured* in connection with a *transportation network company* from the time an *insured* logs on to or signs in to any computer or digital application or platform that connects or matches driver(s) with passenger(s) until the time an *insured* logs out of or signs off of any such application or platform, including while en route to pick up passenger(s) and while transporting passenger(s).
- **14.** *Transportation network company* means a company or organization facilitating and/or providing transportation services using a computer or digital application or platform to connect or match passengers with drivers for compensation or a fee.

ADDITIONAL PAYMENTS WE WILL MAKE UNDER THE LIABILITY COVERAGES

Item 3. is revised as follows:

- 3. Interest calculated on that part of a judgment that is within our limit of liability and accruing:
 - (a) Before the judgment, where owed by law, and until we pay, offer to pay, or deposit in court the amount due under this coverage;
 - (b) After the judgment, and until we pay, offer to pay, or deposit in court, the amount due under this coverage.

After item 5. the items 1., 2., and 3. are renumbered as follows:

- (a) Costs incurred by any *insured* for first aid to others at the time of an accident involving an *owned auto* or *non-owned auto*.
- (b) Loss of earnings up to \$50 a day, but not other income, if we request an *insured* to attend hearings and trials.
- (c) All reasonable costs incurred by an *insured* at our request.

EXCLUSIONS

When Section I Does Not Apply

The paragraph is added:

Section I does not apply to any claim or suit for damage if one or more of the exclusions listed below applies:

Item 2. is revised as follows:

2. Section I does not apply in excess of the minimum financial responsibility limits required by Missouri law for bodily injury or property damage arising out of the ownership, maintenance, or use of any vehicle used to carry persons or property for compensation or a fee, including but not limited to delivery of food or any other products. However, there is no coverage for a vehicle while being used for ride-sharing. A vehicle used in an ordinary car pool is covered.

Item 17. is revised as follows:

17. We do not cover **bodily injury** or property damage caused by an auto driven in or preparing for any racing, speed, or demolition contest or stunting activity of any nature, whether or not prearranged or organized.

The following exclusion is added:

19. There is no coverage under this Section in excess of the minimum financial responsibility limits required by Missouri law for any person or organization while any motor vehicle is operated, maintained or used as part of personal vehicle sharing facilitated by a **personal vehicle sharing program**.

SECTION II-AUTO MEDICAL PAYMENTS

EXCLUSIONS

Item 1. is revised as follows:

- 1. There is no coverage for **bodily injury** sustained by any occupant of an **owned auto** or **non-owned auto**:
 - (a) used to carry persons or property for compensation or a fee, including but not limited to delivery of food or any other products; or
 - (b) while being used for *ride-sharing*.

However, a vehicle used in an ordinary car pool is covered.

Item 9. is revised as follows:

9. We do not cover **bodily injury** or property damage caused by an auto driven in or preparing for any racing, speed, or demolition contest or stunting activity of any nature, whether or not prearranged or organized.

The following exclusion is added:

10. There is no coverage under this Section for any person or organization while any motor vehicle is operated, maintained or used as part of personal vehicle sharing facilitated by a *personal vehicle sharing program*.

SECTION III - PHYSICAL DAMAGE COVERAGES

DEFINITIONS

The definitions of *personal vehicle sharing program*, *ride-sharing* and *transportation network company* under Section I apply to Section III also.

The following definition is revised:

9. Trailer means a trailer designed to be towed by a private passenger auto and not used as a home, residence, office, store, display or passenger trailer. Trailer does not mean a trailer with built-in sleeping facilities designed for recreational or camping use.

LOSSES WE WILL PAY FOR YOU

Comprehensive (Excluding Collision) is revised as follows:

- 1. We will pay for each *loss*, less the applicable deductible, caused other than by *collision*, to the *owned* or *non-owned auto*. This includes glass breakage or *loss* caused by:
 - (a) Missiles;

(j) Windstorm;

(b) Falling objects;

(k) Hail;

(c) Fire;

(I) Water;(m) Flood;

(d) Lightning;(e) Theft;

(n) Malicious mischief;

(f) Larceny;

(o) Vandalism;

(g) Explosion;

(p) Riot; or

(h) Earthquake;

- (q) Civil commotion.
- (i) Colliding with a bird or animal;

At the option of the *insured*, breakage of glass caused by *collision* may be paid under the Collision Coverage, if included in the policy.

- 2. We will pay, up to \$200 per occurrence, less any applicable deductible, for *loss* to personal effects due to:
 - (a) Fire;

(e) Earthquake:

(b) Lightning:

(f) Explosion; or

(c) Flood;

(g) Theft of the entire auto.

(d) Falling objects;

The property must be owned by you or a relative, and must be in or upon an owned auto.

3. Losses arising out of a single occurrence shall be subject to no more than one deductible.

EXCLUSIONS

The following exclusions are revised:

- 1. An auto:
 - (a) used to carry passengers or goods for hire is not covered, including but not limited to the delivery of food or any other products; or
 - (b) while being used for *ride-sharing* is not covered.

However, a vehicle used in an ordinary car pool is covered.

17. There is no coverage for any physical damage caused by participation in or preparing for any racing, speed, or demolition contest or stunting activity, whether or not prearranged or organized.

The following exclusion is added:

18. There is no coverage under this Section for any person or organization while any motor vehicle is operated, maintained or used as part of personal vehicle sharing facilitated by a *personal vehicle sharing program*.

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LIMIT OF LIABILITY

Item 2. is revised as follows:

2. Will not exceed the prevailing competitive price to repair or replace the property at the time of loss, or any of its parts, including parts from non-original equipment manufacturers, with other of like kind and quality and will not include compensation for any diminution of value claimed to result from the loss. Although you have the right to choose any repair facility or location, the limit of liability for repair or replacement of such property is the prevailing competitive price which is the price we can secure from a competent and conveniently located repair facility. At your request, we will identify a repair facility that will perform the repairs or replacement at the prevailing competitive price;

Item 6. is deleted.

CONDITIONS

The following condition is added:

10. ASSIGNMENT

With respect to Section III, Physical Damage Coverages, an Assignment of interest under this policy will not bind us without our consent. Any nonconforming assignment shall be void and invalid. Moreover, the assignee of a nonconforming assignment shall acquire no rights under this contract and we shall not recognize any such assignment.

SECTION IV-UNINSURED MOTORISTS

COVERAGE DEFINITIONS

Item 1. Hit-and-run vehicle, part (d) is revised as follows:

(d) If there is no physical contact with the *hit-and-run vehicle*, the facts of the accident must be proven. We will accept competent evidence.

LOSSES WE PAY

The following is revised:

Under the Uninsured Motorists Coverage we will pay damages for **bodily injury** which the **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** or **hit-and-run vehicle** arising out of the ownership, maintenance or use of that auto.

The amount of the *insured's* recovery for these damages will be determined by agreement between the *insured* or his representative and us. The dispute may be arbitrated if an agreement cannot be reached.

EXCLUSIONS

When Section IV Does Not Apply

Item 1 is revised:

1. This coverage does not apply to **bodily injury** to an **insured** if the **insured** or his legal representative has made a settlement with an uninsured motorist without our prior written consent, or has been awarded a judgment of his claim.

Item 3 is deleted.

Item 10. is revised as follows:

10. This coverage does not apply to damage caused by an *insured's* participation in or preparation for any racing, speed or demolition contest or stunting activity of any kind, whether or not prearranged or organized.

The following exclusions are added:

- **11.** There is no coverage under this Section for any person or organization while any motor vehicle is operated, maintained or used as part of personal vehicle sharing facilitated by a *personal vehicle sharing program*.
- **12.** There is no coverage for **bodily injury** under this Section for any person or organization while an **owned auto** or **non-owned auto**:
 - (a) is being used to carry persons or property for compensation or a fee, including but not limited to the delivery of food or any other products; or
 - (b) is being used for *ride-sharing*.

However, a vehicle used in an ordinary car pool is covered.

CONDITIONS

The following conditions apply only to the Uninsured Motorists Coverage:

Item 4. Second paragraph in PROOF OF CLAIM is revised as follows:

4. PROOF OF CLAIM - MEDICAL REPORTS

The *insured* and other persons making a claim must submit to an examination under oath by any person named by us when and as often as we may reasonably require. Proof of claim must be made on forms furnished by us unless we have not furnished these forms within 10 days after receiving notice of claim.

SECTION V - GENERAL CONDITIONS

These Conditions Apply To All Coverages In This Policy

7. CANCELLATION BY THE INSURED

If this policy is canceled, *you* may be entitled to a premium refund. The premium refund, if any, will be computed on a pro rata basis.

We affirm this amendment.

W. C. E. Robinson Secretary William E. Roberts President

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