

The following endorsement changes your policy.
Please read this document carefully and keep it with your policy.

Missouri Off-Road Vehicle Policy Amendatory Endorsement - AU14115-2

I. The following changes are made in the **General Provisions** section of the policy:

A. The provision titled **Conditional Reinstatement** is replaced by the following:

Conditional Reinstatement

If **we** mail a cancellation notice because **you** did not pay the required premium when due, **your** policy will terminate on the date and time shown on the cancellation notice. If **you** tender payment by check, draft, or other remittance after cancellation of the policy, and the check, draft, or other remittance is honored, **your** policy will reinstate, with a lapse in coverage, on the date such payment is accepted by **us**. This means that **we** will not be liable under this policy for claims or damages that occur after the date and time indicated on the cancellation notice and before the date and time indicated on the reinstatement notice.

B. The provision titled **Fraud Or Misrepresentation** is replaced by the following:

Fraud Or Misrepresentation

Your policy was issued in reliance on the information **you** provided on **your** Off-Road Vehicle Insurance Application and is conditioned upon the truthfulness of that information. **You** agree that if **your** policy was obtained through material misrepresentation, fraud or concealment of material facts, **we** may void or rescind **your** policy. However, **we** will not void or rescind third party liability coverage for losses occurring before the policy is voided or rescinded due to fraud, misrepresentation or concealment used in the obtaining of the policy.

C. The provision titled **Cancellation** is replaced by the following:

Cancellation

You may cancel this policy by notifying **us** of the future date **you** wish to stop coverage.

Our Right to Cancel:

When this policy has been in effect for less than 60 days and it is not a renewal with **us**, **we** may cancel part or all of this policy for any reason by mailing notice to **you** at least 10 days before the cancellation takes effect. When this policy has been in effect for 60 days or more or if it is a renewal with **us**, **we** may cancel part or all of this policy for one or more of the following reasons:

1. **you** do not pay the premium when it is due; or
2. the policyholder named on the Policy Declarations has had a drivers license suspended or revoked during the policy period. Except in the event more than one person is named as insured and only one of the persons named has his or her drivers license suspended or revoked, then the policy may not be canceled.

We will mail notice within the first 59 days that **we** do not intend to continue the policy. If the cancellation is for non-payment of premium, **we** will mail **you** notice at least 10 days before the cancellation takes effect. If the cancellation is for any of the other reasons stated above, **we** will mail notice to **you** at least 30 days before the cancellation takes effect.

Our mailing the notice of cancellation to **you** at **your** last mailing address known to **us** shall be sufficient proof of receipt of notice. Coverage under this policy will terminate on the effective date and hour stated on the cancellation notice. **Your** return premium, if any, will be calculated using the rules, rates, and forms in effect, and on file if required, for **our** use in **your** state. **Your** premium, if any, will be calculated on a pro rata basis and refunded within 30 days of this notice. **We** will refund amounts under \$2.00 only upon **your** request. However, refund of unearned premium is not a condition of cancellation.

D. The provision titled **Action Against Us** is replaced by the following:

Action Against Us

No suit or action may be brought against **us** unless there has been full compliance with all policy terms and conditions.

E. The following provisions are added:

What Law Will Apply

This policy is issued in accordance with the laws of Missouri and covers property or risks principally located in Missouri. Subject to the following paragraph, any and all claims or disputes in any way related to this policy shall be governed by the laws of Missouri.

If a covered loss to the **off-road vehicle**, a covered **off-road vehicle** accident, or any other occurrence for which coverage applies under this policy happens outside Missouri, claims or disputes regarding that covered loss to the **off-road vehicle**, covered **off-road vehicle** accident, or other covered occurrence may be governed by the laws of the jurisdiction in which that covered loss to the **off-road vehicle**, covered **off-road vehicle** accident, or other covered occurrence happened, only if the laws of that jurisdiction would apply in the absence of a contractual choice of law provision such as this.

Where Lawsuits May Be Brought

Subject to the following two paragraphs, any and all lawsuits in any way related to this policy shall be brought, heard, and decided only in a state or federal court located in Missouri. Any and all lawsuits against persons not parties to this policy but involved in the sale, administration, performance, or alleged breach of this policy or involved in any other way with this policy, shall be brought, heard, and decided only in a state or federal court located in Missouri, provided that such persons are subject to or consent to suit in the courts specified in this paragraph.

If a covered loss to the **off-road vehicle**, a covered **off-road vehicle** accident, or any other occurrence for which coverage applies under this policy happens outside Missouri, law suits regarding that covered loss to the **off-road vehicle**, covered **off-road vehicle** accident, or other covered occurrence may also be brought in the judicial district where that covered loss to the **off-road vehicle**, covered **off-road vehicle** accident, or other covered occurrence happened.

Nothing in the provision, **Where Lawsuits May Be Brought**, shall impair any party's right to remove a state court lawsuit to a federal court.

Missouri Guaranty Association

Missouri law requires **us** to inform **you** that the Missouri Property and Casualty Insurance Guaranty

Association does not cover policyholder claims of insolvent insurers exceeding \$300,000. The Missouri Property and Casualty Insurance Guaranty Association Act contains the following limitations:

1. Claims covered by the Act do not include a claim by or against an insured of an insolvent insurer if that insured has a net worth of \$25 million on the later of the end of the insured's most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes insolvent.
 2. The Associations' obligation includes only the amount of each covered claim which is less than \$300,000. However, the Association will not:
 - a. Be obligated to an insured or claimant in excess of the limits of liability of the policy from which the claim arises; or
 - b. Return to the insured any unearned premium in excess of \$25,000.
- F. Under **Definitions Used Throughout The Policy**, the definition of **Off-Road Vehicle** is replaced by the following:
4. **Off-Road Vehicle** means a vehicle which is self-propelled and designed primarily for use off public roads.
- II. The following changes are made in **Part 1—Liability Insurance—Bodily Injury and Liability Insurance—Property Damage**:
- A. Under **Exclusions—What Is Not Covered**, item 11. is replaced by the following:
 11. bodily injury or property damage arising out of the participation in any prearranged, organized or spontaneous:
 - a) racing contest;
 - b) speed contest;
 - c) demolition contest;
 - d) stunt contest;
 - e) **off-road vehicle** performance, maneuvering, or endurance contest;
 - f) snowmobile skimming, skipping, or water cross; or

in practice or preparation for any contest or use of this type.
 - B. The provision titled **Action Against Us** is replaced by the following:

Action Against Us

No **insured person** may sue **us** under this coverage unless there is full compliance with all the policy terms.

If liability has been determined by judgment after trial, or by written agreement among the insured, the other person, and **us**, then whoever obtains this judgment or agreement against an **insured person** may sue **us** up to the limits of this policy. However, no one has the right to join **us** in a suit to determine legal responsibility.

- C. The provision titled **If There Is Other Insurance** is replaced by the following:

If There Is Other Insurance

If more than one policy applies on a primary basis to an accident involving **your insured off-road vehicle**, **we** will bear **our** proportionate share with other collectible liability insurance.

If an **insured person** is using a **substitute off-road vehicle** or **non-owned off-road vehicle**, **our** liability insurance will be excess over other collectible insurance. However, if an **insured person** is operating an insured **off-road vehicle** which is owned by a person, firm, or corporation in the business of selling, leasing, repairing, servicing, delivering, testing, road testing, parking, or storing motor vehicles, **our** liability insurance will apply on a primary basis.

- III. The following changes are made in **Part 2—Medical Payments Coverage**:

- A. The **General Statement Of Coverage** is replaced by the following:

General Statement Of Coverage

If a premium is shown on the Policy Declarations for Medical Payments, **we** will pay to or on behalf of an **insured person** all reasonable expenses actually incurred for necessary medical treatment, medical services or medical products actually provided to the **insured person** by a state licensed health care provider. Ambulance, hospital, medical, surgical, X-ray, dental, orthopedic and prosthetic devices, professional nursing services, pharmaceuticals, eyeglasses, hearing aids, funeral service expenses are also covered. Payments will be made only when **bodily injury** is caused by a motor vehicle accident. The

treatment, services, or products must be rendered within one year of the date of the accident. However, no claim will be denied based upon the insured's failure to provide notice within such specified time, unless this failure operates to prejudice the rights of the insurer. This will be extended to five years if the amount of insurance shown on the Policy Declarations for this coverage is more than \$5,000. This coverage does not apply to any person to the extent that the treatment is covered under any workers' compensation law.

- B. Under **Exclusions—What Is Not Covered**, item 6. is replaced by the following:

6. arising out of the participation in any prearranged, organized or spontaneous:
 - a) racing contest;
 - b) speed contest;
 - c) demolition contest;
 - d) stunt contest;
 - e) **off-road vehicle** performance, maneuvering, or endurance contest;
 - f) snowmobile skimming, skipping, or water cross; or

in practice or preparation for any contest or use of this type.

- C. The provision titled **Action Against Us** is replaced by the following:

Action Against Us

No **insured person** may sue **us** under this coverage unless there is full compliance with all the policy terms.

- IV. The following changes are made in **Part 3—Protection Against Loss To The Off-Road Vehicle**:

- A. In **Exclusions—What Is Not Covered**, exclusions 1. and 10. are replaced by the following:

1. property damage intended by, or reasonably expected to result from, the intentional or criminal acts of an **insured person**. This exclusion applies even if:
 - a) such **insured person** lacks the mental capacity to control or govern his or her conduct;

- b) such **insured person** is temporarily insane or temporarily lacks the mental capacity to control or govern his or her conduct or is temporarily unable to form any intent to cause property damage;
- c) such property damage is of a different kind or degree than intended or reasonably expected; or
- d) such property damage is sustained by a different person than intended or reasonably expected.

Payment to the innocent insured may be limited in accordance with his or her ownership interest in the property or reduced by payments to a mortgagee or other holder of a secured interest.

All other policy terms and conditions apply.

This exclusion applies regardless of whether an **insured person** is actually charged with, or convicted of, a crime.

This exclusion will not apply to the interest of an innocent co-insured who did not contribute to the loss.

10. loss or damage arising out of the participation in any prearranged, organized or spontaneous:
- a) racing contest;
 - b) speed contest;
 - c) demolition contest;
 - d) stunt contest;
 - e) **off-road vehicle** performance, maneuvering, or endurance contest;
 - f) snowmobile skimming, skipping, or water cross; or

in practice or preparation for any contest or use of this type.

- B. The provision titled **Action Against Us** is replaced by the following:

Action Against Us

No **insured person** may sue **us** under this coverage unless there is full compliance with all the policy terms.

- C. In the provision titled **Loss Payable Clause**, the following paragraph is added after item 3:

Subsections 1-3 do not apply to loss or damage resulting from an act, or pattern, of abuse or domestic abuse if **you** did not cooperate in or contribute to the creation of the loss or damage and if the person who committed the act or acts that caused the loss or damage is criminally prosecuted for the act or acts.