

MISSOURI CHANGES

This endorsement modifies insurance provided under the following:

FAMILY CAR POLICY

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement.

- I. IF **YOU** HAVE AN AUTO ACCIDENT OR LOSS introductory sentence is removed and replaced with:

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- (1) has a Gross Vehicle Weight Rating of 10,000 pounds or less; and
- (2) is not used for the delivery or transportation of goods and materials unless such use is for farming or ranching.

- II. DEFINITIONS USED THROUGHOUT THIS POLICY is changed as follows:

A. The following definitions are added:

1. **American Family Insurance Group of companies** means one or more of the following:

- a. American Family Mutual Insurance Company;
- b. American Standard Insurance Company of Wisconsin;
- c. American Family Insurance Company;
- d. American Standard Insurance Company of Ohio;
- e. any affiliates.

2. **Any Person** means any human being, including the **insured person** and any class of persons.

B. The definition of **your insured car** is removed and replaced with:

M. **Your insured car** means:

1. any vehicle **you** own shown in the Declarations.
2. any **trailer**:
 - a. that **you** own; or
 - b. while attached to **your insured car**
3. any **nonowned car**.
4. any **car** or **trailer** that **you** do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
 - a. breakdown;
 - b. repair;
 - c. servicing;
 - d. loss; or
 - e. destruction.
5. any of the following types of vehicles on the date **you** become the owner:
 - a. a **private passenger car**;
 - b. a motor home not used for business purposes; or
 - c. a pickup, van, sedan delivery or panel truck type that:

This provision (M.5.) applies only if:

- a. **you** acquire the vehicle during the policy period;
- b. **you** ask **us** to insure it within 30 days after **you** become the owner; and
- c. **you** pay **us** any additional premium.

If the vehicle **you** acquire replaces one shown in the Declarations, it will have the same coverages as the vehicle it replaced. **You** must ask **us** to insure a replacement vehicle within 30 days.

If the vehicle **you** acquire is in addition to any shown in the Declarations and **we** insure all of **your** other **cars**, it will have the broadest coverage **we** now provide you for any of **your** vehicles **we** insure. If **we** and **you** both agree to continue coverage, it will be under a new policy specifically insuring this vehicle.

- III. PART I - LIABILITY COVERAGE is changed as follows:

1. INSURING AGREEMENT is replaced with:

You have this coverage if Bodily Injury Liability and Property Damage Liability coverage is shown in the Declarations.

We will pay compensatory damages an **insured person** is legally liable for because of **bodily injury** or **property damage** as a result of an auto accident:

- a. due to the ownership, maintenance or use of a **car** or **trailer**; or
- b. while operating a motor home **you** do not own and not used for business purposes.

We will defend any suit or settle any claim for damages payable under this policy as **we** think proper.

HOWEVER, **WE** WILL NOT DEFEND ANY SUIT AFTER **OUR** LIMIT OF LIABILITY HAS BEEN EXHAUSTED BY PAYMENT OF JUDGMENTS OR SETTLEMENTS.

2. Paragraph D. EXCLUSIONS is removed and replaced with:

D. EXCLUSIONS

1. This coverage does not apply, to the extent the limits of liability of this policy exceed the limits required by the Missouri Motor Vehicle Financial Responsibility Law, to:
 - a. **bodily injury or property damage** arising out of the use of a vehicle to carry persons for a charge. This exclusion does not apply to shared-expense car pools or the charitable carrying of persons.
 - b. **bodily injury to the insured person's** employee which arises out of that employee's employment.
 - c. **bodily injury or property damage** when a person is covered under nuclear energy liability insurance. This exclusion applies even if that insurance is exhausted.
 - d. **bodily injury or property damage** arising out of **auto business** operations. But this exclusion does not apply to the ownership, maintenance or use of **your insured car** in **auto business** operations by **you**, a **relative**, any partner or employee of **you** or a **relative**.
 - e. **bodily injury or property damage** arising out of the ownership, maintenance or use of any:
 - (1) motorized vehicle with less than four wheels;
 - (2) recreational all terrain vehicle regardless of the number of wheels; or
 - (3) vehicle designed for use off public roads.
 - f. **bodily injury or property damage** arising out of the ownership, maintenance or use of any vehicle, other than **your insured car**, which is owned by or furnished or available for regular use by **you** or a **relative**.
 - g. **bodily injury to**:
 - (1) **any person** injured while operating **your insured car**;
 - (2) **you** or a **relative**; or
 - (3) **any person** related to and residing in the household of the operator.
 - h. **bodily injury or property damage** occurring while **your insured car** is rented or leased to others.
 - i. **bodily injury or property damage** occurring in or resulting from any organized or agreed-upon racing or speed contest or demonstration in which **your insured car** has active

participation, or in practice or preparation for any such contest.

2. This coverage does not apply to:
 - a. **bodily injury** to an **employee** of an **insured person** arising in the course of employment. But a domestic employee is covered unless benefits are payable or are required to be provided for the domestic employee under a workers' compensation or disability benefits law or any similar law.
 - b. damage to property owned by, or in the charge of, an **insured person**.
 - c. damage to property rented to an **insured person** except a residence or private garage.
 - d. punitive or exemplary damages and any interest thereon, fines or penalties, or court ordered restitution.
 - e. **bodily injury or property damage** which was caused intentionally by **any person**, even if the actual injury or damage is different than that which was expected or intended.

- C. Paragraph E. 2. LIMITS OF LIABILITY is deleted and replaced with the following:

1. The limits of liability shown in the Declarations apply, subject to the following:
 - a. the **bodily injury** liability limit for "each person" is the maximum for all damages sustained by all persons as the result of **bodily injury** to one person in any one occurrence, including but not limited to damages for care, loss of consortium, loss of services or death.
 - b. subject to the **bodily injury** liability limits for "each person," the **bodily injury** liability limits for "each occurrence" is the maximum for **bodily injury** sustained by two or more persons in any one occurrence.
 - c. The **property damage** liability limit for "each occurrence" is the maximum for all damages to all property in any one occurrence.
2. The limits of liability are the most **we** will pay regardless of the number of:
 - a. **insured persons**;
 - b. claims made;
 - c. vehicles or premiums shown on the declarations
 - d. vehicles involved in the loss; or
 - e. policies issued to **you** or a **relative** by **us** or any other member company of the **American Family Insurance Group of companies**.

Coverages on more than one vehicle insured with **us** or any other member company of the **American Family Insurance Group of companies** cannot be added, combined or stacked together.

3. A **car** and attached **trailer** are considered as one **car**.
4. No one will be entitled to duplicate payments for the same elements of loss. Any amount **we** pay under this Part to or for an injured person will be reduced by any payment made to that person under any other Part of this policy. In no event shall a coverage limit be reduced below any amount required by law.

D. Paragraph F.2. ADDITIONAL CONDITIONS is deleted and replaced with the following:

2. Other Insurance.

a. Other Policies Issued By **Us**

If two or more auto liability insurance policies are issued to **you** or a **relative** by **us** or any other member company of the **American Family Insurance Group of companies**, apply to the same auto accident, the total limits of liability under all such policies shall not exceed the highest limit of liability under any one policy.

b. Other Liability Coverage From Other Sources

If there is other valid and collectible automobile liability protection or insurance available from a source other than **us** or any member company of the **American Family Insurance Group of companies**, and it is sufficient to satisfy the applicable requirements of the Missouri Motor Vehicle Financial Responsibility Law, then no damages may be collected under this policy.

IV. PART II - CAR DAMAGE COVERAGES is changed as follows:

A. The following is added to Paragraph C. ADDITIONAL COVERAGES:

3. Custom Vehicle Coverage

We will pay up to \$1,000 for custom vehicle equipment installed in or on **your insured car** that was not furnished or supplied by the motor vehicle manufacturer. This amount is excess over any limit shown in the Declarations for Additional Customized Vehicle Coverage.

B. Paragraph D.5. EXCLUSIONS, is deleted and replaced with the following:

5. **loss** to the following equipment unless it is furnished or supplied by the motor vehicle manufacturer:
 - a. special or custom paint finishes;

- b. any ornamental or protective accessories which may include shields, bras, engine accessories, racing slicks, oversized or special tires, special wheels, or special wheel covers;

- c. any equipment which changes the use or appearance of the interior of **your insured car**, which may include swivel chairs, appliances, furniture, special carpeting, bars, or paneling; or

- d. any equipment which mechanically or structurally changes **your insured car**, or results in an increase in performance or change in appearance except as provided in C.3., ADDITIONAL COVERAGES above.

This exclusion does not apply to a cap, cover or bedliner in or on **your insured car** which is a pickup.

C. Paragraph D.6. EXCLUSIONS, is deleted and replaced with the following:

6. **loss** to a van for:

- a. any furnishings, carpeting, and other household equipment built into the van;

- b. any height-extending roof mounted on the van; or

- c. any customized painting and decorating applied to the van except as provided in C.3., ADDITIONAL COVERAGES above.

V. GENERAL CONDITIONS is changed as follows:

A. Paragraph 5. Concealment Or Fraud is deleted and replaced with the following:

5. Concealment Or Fraud

There is no coverage under this policy if **you** or **any person** insured under this policy have:

- a. intentionally concealed or misrepresented any material fact or circumstance;

- b. engaged in fraudulent conduct; or

- c. made false statements;

relating to this insurance.

Except for claims made by innocent third parties for coverage up to the minimum limits, **we** may void this policy due to an intentional misrepresentation, concealment, or an incorrect statement of a material fact in connection with a claim, even after the occurrence of an accident or loss. This means that **we** will not be liable for any claims or damages that would otherwise be covered. If **we** void a policy in accordance with this provision it will be voided from its inception.

After the loss, **we** will void coverage for future losses except for claims made by innocent third parties up to the minimum limits as required by the Missouri Motor Vehicle Financial Responsibility Law.

B. Paragraph 12. Two Or More **Cars** Insured By **Us**, is deleted and replaced with the following:

12. Two Or More **Cars** Insured By **Us**

If two or more auto insurance policies issued to **you** by **us** or any other member company of the **American Family**

Insurance Group of companies apply to the same auto accident, the total limits of liability under all such policies shall not exceed the highest limit of liability under any one policy.

This provision does not apply to Uninsured Motorist Coverage provided to **you** or a **relative**.

All other terms, agreements, conditions, and provisions remain unchanged.

SPECIMEN