



## 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.

### 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. There is no coverage for **bodily injury** sustained by any occupant of an **owned auto** used to carry persons or property for compensation or a fee, including but not limited to delivery of food or any other products. However, a vehicle used in an ordinary car pool on a ride sharing or cost sharing basis 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.

### 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** used to carry persons or property for compensation or a fee, including but not limited to delivery of food or any other products. However, a vehicle used in an ordinary car pool on a ride sharing or cost sharing basis 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.

### SECTION III - PHYSICAL DAMAGE COVERAGES

#### DEFINITIONS

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;                            | (l) Water;              |
| (d) Lightning;                       | (m) Flood;              |
| (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

Item 17. is revised as follows:

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.

### 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.

**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



O. M. Nicely  
President

