

REQUIRED CHANGE - MISSOURI
11040 01/13

SECTION I - Your Property Coverages

The following is added:

Your Additional Benefits

We may work with merchants to provide the best possible value for services and replacement of your property. If we are able to negotiate discounts or other benefits with merchants, we will extend those discounts or other benefits to you. You may contact the merchants directly. When you do, you may be afforded additional discounts and services. You are under no obligation to purchase any property or services from these merchants, nor are we obligated to provide these benefits.

If your Declarations Page displays Coverage D - Loss Of Rents, the following SECTION I provision applies:

Coverage D - Loss Of Rents is changed to read:

Coverage D - Loss Of Rents

If an insured loss occurs at that part of your **premises** that you rent to others or that you hold for rental, we will pay for your loss of rents resulting from that insured loss while the rented part of the dwelling is not fit to live in or use, less charges and expenses that do not continue during that time.

We will pay loss of rents only for the shortest time needed to make that part of your **premises** that you rent to others or that you hold for rent habitable. This coverage will pay actual loss of rents up to a monthly maximum rate of one-twelfth of the Amount of Insurance shown on the Declarations Page for Coverage D. The total amount we will pay will not exceed the Amount of Insurance described on the Declarations Page for Coverage D.

If damage caused by an Insured Peril occurs at a neighboring premises, we will pay any resulting loss of rents for up to two weeks if civil authorities prohibit occupancy of your dwelling.

We will not pay expenses due to cancellation of any lease or written or oral agreement.

The periods of time are not limited by the expiration of this policy.

No deductible will apply to this coverage.

SECTION I - Exclusions

Exclusion 1. is changed to read:

1. Loss of or to any property otherwise insured by this policy if that loss is intentionally caused by any of you or performed at any of your direction.

The exclusion of loss or damage caused by any of you or performed at your direction does not apply to property of any of you who did not know or suspect that the loss would occur and who did not participate in or contribute to the loss in any way, either actively or passively.

SECTION I - Our Payment Methods

COVERAGE A - Dwelling

COVERAGE B - Other Structures

COVERAGE C - Personal Property is changed to include:

Partial damage caused by the peril of fire:

We will, at your option, pay you, up to the amount of insurance that applies to the damaged property, the repair cost or repair the damage so that the property will be in as good condition as before the fire.

If your Declarations Page displays Coverage F - Personal Liability and Coverage G - Medical Payments to Others, the following SECTION II provisions and exclusions apply:

SECTION II - Your Liability Coverages

Coverage F - Personal Liability is changed to read:

Coverage F - Personal Liability

If a claim is made or a suit is brought against you for damages because of **bodily injury** or **property damage** caused by an accident to which this coverage applies, we will:

1. Pay up to the Limit of Liability shown on the Declarations Page for the damages for which you are legally liable; and
2. Provide a defense at our expense by attorneys of our choice.

We may make any investigations and settle any claims or suits that we decide appropriate. Our obligation to defend any claim or suit ends when the amount we pay in settlement or judgment equals the Limit of Liability. Coverage F - Personal Liability applies to **bodily injury** and **property damage** only if the **bodily injury** or **property damage** occurs during the Policy Period shown on the Declarations Page.

Policy Conditions

3. **Concealment or Fraud** is changed to read:
3. **Concealment or Fraud.** We do not provide coverage for you if you:
 - a. intentionally conceal or misrepresent any material fact or circumstance;
 - b. engage in fraudulent conduct; or
 - c. make false statements;whether before or after a loss or claim relating to this insurance.

4. **What to Do When You Have a Loss.**

The fifth paragraph is changed to read:

We may require that you submit to us a notarized statement of loss. That statement must be submitted within 90 days of our request that you do so. You may be required to show us the damaged property and submit to examination under oath. You will be required to cooperate with us in our effort to investigate the accident or loss, settle any claims against you and defend you. If you fail to cooperate, we have the right to deny you coverage in this policy only if the lack of cooperation would result in prejudicing our rights.

The last paragraph is changed to read:

We will offer to make settlement within 15 working days after we receive an acceptable proof of loss from you and the amount of loss is determined as provided in this policy.

5. **Appraisals** is changed to read:

5. **Appraisals.** If you and we fail to agree on the amount of the loss, then both you and we have the right to select a competent and disinterested appraiser within 20 days from the day of disagreement. The appraisal procedure will take place if both parties agree to the appraisal and to be bound by the results of that appraisal. The appraisers will determine the amount of the loss. Each appraiser will submit his amount of the loss to an umpire selected by them; and failing for 15 days to agree upon such umpire, then on request of the insured or this company, such umpire will be selected by a court having jurisdiction. The umpire shall make the award within 30 days after the umpire receives the appraisers' submissions of their differences. The agreement of any two will determine the amount of loss for damage to your property.

You pay your appraiser and we pay our appraiser. You and we share equally the expenses of the umpire and all other expenses of the appraisals.

In no event will an appraisal be used for the purpose of interpreting any policy provision, determining causation or determining whether any item or loss is insured by this policy. If there is an appraisal, we still retain the right to deny the claim.

8. **Legal Action Against Us** is changed to read:

8. **Legal Action Against Us.** You may not bring legal action against us concerning this policy unless you have fully complied with all of the policy terms. If you and we have failed to agree on the amount of the loss, then you may not bring legal action against us until you have submitted and resolved that dispute through appraisal as described in Condition 5. Suit must be brought within ten years after the loss occurs.

10. **Changes in Your Policy** is changed to read:

10. **Changes.**

a. Policy Changes

- (1) If any provision of this policy is in conflict with any governmental requirements at the

time your policy is written, it is automatically changed to conform to them.

- (2) If we broaden the coverages provided by this edition of the policy without additional premium charges during the Policy Period, we will give you the benefit of these broadened coverages.
- (3) The only other way this policy can be changed is if we change it in writing, which will be made a part of this policy. Any change in your premium will be made at this time.
- (4) If your policy is renewed, we will furnish you any form revisions applicable to your policy.

b. Midterm Rate Changes

The premium you are charged for this policy is based on information that you provided to us, and on information we gather from other sources. You must immediately inform us if any of the information you have provided to us changes, is incomplete, or is incorrect. Based on the changed, completed or corrected information, we may decrease or increase the premium for your policy during the Policy Period.

Any premium increase or decrease will be based on the rules and rates in effect at the inception of the Policy Period.

16. **Your Duties to Maintain Policy Amounts of Insurance** is changed to read:

16. **Your Duties to Maintain Policy Amounts of Insurance.** It is your responsibility to maintain adequate Amounts of Insurance on your dwelling, other structures and personal property. But to help you do that we may, but are not obligated to, adjust your policy Amounts of Insurance. If an adjustment is made, it will become effective on the renewal date of your policy and will be based upon data supplied to us by recognized agencies or organizations.

You will be notified in advance of the new Amounts of Insurance. Payment of your renewal is all that is necessary to indicate your acceptance of the new Amounts of Insurance.

If you want to change the new Amounts of Insurance, you may do so by contacting your insurance representative.

The following conditions are added:

17. **Cancellation.** You may cancel your policy by returning the Declarations Page to us or by mailing to us a written notice telling us the advance date cancellation is to become effective.

If a mortgagee is named on the Declarations Page, we will provide acknowledgment to the mortgagee regarding cancellation of the mortgagee's interest in this policy by any legal means available.

We may cancel this policy for any reason during the first 60 days we insure you. After the first 60 days we may cancel your policy if:

- a. the risk has changed substantially since the policy was issued; or

if you or your representative:

- b. conceal, omit or misrepresent any material facts or circumstances; or
- c. make a false or fraudulent claim; or
- d. have not paid the premium.

We will mail a cancellation notice to you at least 30 days (10 days if you have not paid the premium) before this policy is cancelled. If you reside in a three or four family dwelling, we will mail a cancellation notice to you at least 60 days before this policy is cancelled for any reason not described in 17.a. through 17.c.

Your mortgagee may cancel this policy if your dwelling has been foreclosed or the mortgagee has otherwise acquired ownership of it. The mortgagee may then cancel this on behalf of all parties who have an interest insured by this policy and upon surrender of the policy.

If there is any refund of premium due you, we will mail it to you with your cancellation notice or within 30 days after we mail the notice. Return premium will be calculated pro rata. If you cancel, return premiums will be subject to the "Minimum Earned Premium" shown on the Declarations page of this policy. Pro rata

cancellation means that we keep premium only for the period of time you were insured. If your premium is financed, that financing interest will be recognized in any refund due.

18. **Nonrenewal.** We agree to offer to renew your policy unless we mail to you, at least 30 days (60 days if you reside in a 3 or 4 family dwelling) before the ending policy term date shown on the Declarations Page, written notice of our intention not to renew this policy.
19. **Automatic Termination.** If we offer to renew or continue this policy, but you or your representatives do not accept our offer, then this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due will mean that you have not accepted our offer.
20. **Notice of Cancellation or Nonrenewal.** We will address the cancellation or nonrenewal notice to your address shown in the policy. Under the authority of federal law, the United States Postal Service and its authorized agents or vendors may forward the cancellation or nonrenewal notice to an updated address per any change of address that you have presented to or filed with the United States Postal Service. If notice is mailed, proof of mailing will be sufficient proof of notice.