

FE-7225.7 AMENDATORY ENDORSEMENT (Missouri)

DECLARATIONS CONTINUED

This section is replaced with the following:

We agree to provide the insurance described in this policy:

1. based on your payment of premium for the coverages you chose;
2. based on your compliance with all applicable provisions of this policy; and
3. in reliance on your statements in these **Declarations**.

You agree, by acceptance of this policy, that:

1. you will pay premiums when due and comply with the provisions of the policy;
2. the statements in these **Declarations** are your statements and are true;
3. we insure you on the basis your statements are true; and
4. this policy contained all of the agreements between you and us and any of our agents.

Unless otherwise indicated in the application, you state that during the three years preceding the time of your application for this insurance you have not had any losses, insured or not.

SECTION I – LOSSES NOT INSURED

Fungus, the following is added:

However, we will not deny a covered claim due to the presence of **fungus** on any property damaged by an otherwise covered loss.

SECTION I – CONDITIONS

Suit Against Us, reference to “one year” is changed to “ten years”.

Our Option is replaced with the following when the peril of fire causes partial destruction to covered property:

Upon partial damage to covered property caused by the peril of fire, at your option we will pay for the damage done or repair the property to the extent of the damage, not exceeding the amount written in this policy, so that the damaged property shall be in as good condition as before the fire, pursuant to Section 379.150 RS Mo. 1986.

Intentional Acts is replaced by the following:

- a. We do not provide any coverage under this policy for loss to property covered under this policy arising

out of any act committed by or at the direction of any **insured** for the purpose of obtaining insurance benefits.

- b. However, paragraph a. of this condition will not apply to deny coverage to an innocent coinsured who did not cooperate in or contribute to the creation of the loss, provided the loss is otherwise covered under this policy and the loss arose out of domestic violence. Such coverage will be provided only if the innocent coinsured files a police report and completes a sworn affidavit indicating both:

- (1) the cause of the loss; and
- (2) a pledge to cooperate in any criminal prosecution of the person committing the act causing the loss.

Our payment to the innocent coinsured will be limited to that insured's ownership interest in the property as reduced by any payment to a mortgagee or other secured interest; however, we shall not be required to make any subsequent payment for any loss for which the innocent coinsured has received payment. In no event will we pay more than the limit of liability.

If we pay an innocent coinsured for a loss described in this paragraph, the rights of the innocent coinsured to recover damages from the perpetrator of the domestic violence are transferred to us to the extent of our payment. Following the loss, the innocent coinsured may not waive such rights to recover against the perpetrator in the domestic violence.

SECTION I AND SECTION II – CONDITIONS

Cancellation, item b. is replaced with the following:

- b. We may cancel this policy only for the reasons stated in this condition. We will notify you in writing of the date cancellation takes effect, stating the reason for cancellation. This cancellation notice may be delivered to you, or mailed to you at your last mailing address shown in the **Declarations**. Proof of mailing shall be sufficient proof of notice:

- (1) When you have not paid the premium, we may cancel at any time by notifying you at least 10 days before the date cancellation takes effect. This condition applies whether the premium is payable to us or our agent or under any finance or credit plan.

CONTINUED

- (2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by notifying you at least 30 days before the date cancellation takes effect.
- (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:
 - (a) if there has been a material misrepresentation of fact which, if known to us, would have caused us not to issue this policy; or
 - (b) if the risk has changed substantially since the policy was issued.We may cancel this policy by notifying you at least 30 days before the date cancellation takes effect.
- (4) When this policy is written for a period longer than one year, we may cancel for any reason at anniversary. We may cancel by notifying you at least 30 days before the date cancellation takes effect.

Nonrenewal is replaced by the following:

Nonrenewal: We may elect not to renew this policy. If we elect not to renew, a written notice will be delivered to you, or mailed to you at your last mailing address

shown in the **Declarations**. The notice will state the reason for the refusal to renew and will be mailed or delivered at least 30 days before the expiration date of this policy. Proof of mailing shall be sufficient proof of notice.

Premium: The following is added:

When you request changes to this policy, or the information or factors used to determine the premium for this policy change during the policy period, we may adjust the premium in accordance with the change during the policy period. If we decrease the premium during the policy period, we will provide a refund or a credit in the amount of the decrease. If we increase the premium during the policy period, you must pay any additional premium due within the time we specify.

SECTION II – EXCLUSIONS

The last paragraph of item 1.e. is replaced with the following:

This exclusion does not apply to **bodily injury** to a **residence employee** arising out of and in the course of the **residence employee's** employment by an **insured**. Exclusion e.(2) does not apply to an all-terrain vehicle or motorized bicycle owned by an **insured** while on an **insured location**. Exclusion e.(3) does not apply while the watercraft is on the **residence premises**.

All other policy provisions apply.

MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION COVERAGE LIMITATIONS

1. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.
2. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:
 - a. Claims covered by the Association do not include a claim by or against an insured of an insolvent insurer, if the insured has a net worth of more than \$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; provided that an insured's net worth on such date shall be deemed to include the aggregate net worth of the insured and all of its affiliates as calculated on a consolidated basis.
 - b. Payments made by the Association for covered claims will include only that amount of each claim which is less than \$300,000.
However, the Association will not:
 - (1) Pay an amount in excess of the applicable limit of insurance of the policy from which a claim arises; or
 - (2) Return to an insured any unearned premium in excess of \$25,000.

These limitations have no effect on the coverage we will provide under this policy.