



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS - MISSOURI

OTHER COVERAGES - SECTION I

Provision 5. Locks is deleted and replaced by the following:

5. LOCKS

We will pay up to \$250 in the aggregate per policy period to replace the exterior door lock or lock cylinder of the **residence premises** with a lock of like kind and quality when a key to the lock has been stolen during a **theft** of other personal property for which coverage is provided by this policy.

You must promptly report the **theft** to **us** and to the police.

The policy deductible does not apply to this coverage.

This is provision 4. in **our** Premier Select Policy.

This provision does not apply to **our** Premier Renters Policy.

WHAT LOSSES ARE NOT COVERED - EXCLUSIONS - SECTION I

Provision 1. m. is added as follows:

1. m. **We** do not insure for loss by a cause of loss identified under WHAT LOSSES ARE COVERED, that alters the physical appearance of a tile or slate roof but does not result in the penetration of water through the tile or slate roof or does not result in the failure of the tile or slate roof to perform its intended function of keeping out the elements over an extended period of time.

We do insure for loss, by a cause of loss identified under WHAT LOSSES ARE COVERED, to a tile or slate roof that will allow the penetration of water through the tile or slate roof or that results in the failure of the tile or slate roof to perform its intended function of keeping out the elements over an extended period of time.

This is provision 1. l. in **our** Premier Select Policy.

For Premier Plus Homeowners Policies, provisions 2. e., f. and g. are added as follows:

2. e. WEATHER CONDITIONS.

- f. ACTS OR DECISIONS, including the failure to act or decide, whether intentional or unintentional, or whether negligent, wrongful or without fault, of any person, group, organization or governmental body, whether an **insured** or not.

This provision does not apply to an **insured's** acts or decisions, including the failure to act or decide, excluded under provision 1., sections d. and h. above.

g. FAULTY, DEFECTIVE OR INADEQUATE:

- (1) planning, zoning, development, surveying or siting;
- (2) establishment or enforcement of building codes or standards for construction or materials;
- (3) design, specifications, construction, renovation, remodeling, repair, grading, compaction or workmanship;
- (4) materials, parts or equipment used in construction, renovation, remodeling, repair, grading or compaction; or
- (5) maintenance;

of part or all of any property whether on or off the **residence premises**. This exclusion does not apply to the use of defective materials or methods for which coverage is afforded under section f. of provision 11. ABRUPT COLLAPSE of OTHER COVERAGES - SECTION I.

CONDITIONS - SECTION I

The following paragraph is added to 3. Loss Settlement:

In the event of partial loss to covered property caused by fire, at **your** option **we** shall, up to the limit of liability of this policy:

- (1) pay **you** a sum of money equal to the damage done to the property; or
- (2) repair the damage so that **your** property is returned to the same condition it was in prior to the fire.

Under provision 7. Appraisal, paragraph 2 is deleted and replaced by the following:

The two appraisers shall then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 calendar days, **you** or **we** can request a judge of the court of record in the state and county (or city if the city is not within a county) in which the covered property is located to select an umpire with adequate notice to the other party.

WHAT LOSSES ARE COVERED - COVERAGE F - SECTION II

The first paragraph is deleted and replaced by the following:

We will pay reasonable expenses actually incurred for necessary medical and funeral services because of **bodily injury** sustained as a result of an accident to which this coverage applies. **We** will pay only for services actually incurred and reported to **us** within 3 years from the accident date. This coverage does not apply to **you** or regular residents of **your** household except **residence employees**. 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, as per Missouri regulation 20CSR100-1.020.

WHAT LOSSES ARE NOT COVERED - EXCLUSIONS - SECTION II

Provision 1. n. is deleted and replaced by the following:

1. n. **Bodily injury** or **property damage** arising out of the ownership of, custody of, or care for the following pure or mixed breed dogs:
 - (1) any pit bull type of dog (which may be known as American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, Bull Terrier, Miniature Bull Terrier, American Bulldog, Dogo Argentino or Alpha Blue Bulldog);
 - (2) Rottweiler;
 - (3) Akita (which may be known as a Japanese Akita or an Akita Inu); or
 - (4) Canary Dog (which may be known as a Presa Canario or a Perro de Presa Canario).

Provision 2. j. is added as follows:

2. j. **Bodily injury, property damage, or personal injury** arising out of bullying, cyberbullying, aggression or electronic aggression.

ADDITIONAL PAYMENTS - SECTION II

Provision 3. DAMAGE TO PROPERTY OF OTHERS, item h. is deleted and replaced by the following:

3. h. Arising out of the ownership of, custody of, or the care for the following pure or mixed breed dogs:
- (1) any pit bull type of dog (which may be known as American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, Bull Terrier, Miniature Bull Terrier, American Bulldog, Dogo Argentino or Alpha Blue Bulldog);
 - (2) Rottweiler;
 - (3) Akita (which may be known as a Japanese Akita or an Akita Inu); or
 - (4) Canary Dog (which may be known as a Presa Canario or a Perro de Presa Canario).

SECTION III - GENERAL PROVISIONS

SUBROGATION

The following paragraph is added to SUBROGATION:

If payment is made to an innocent co-~~insured~~ for a loss arising from an act of domestic violence, the rights of that ~~insured~~ to recover against the perpetrator are transferred to **us** to the extent of **our** payment. Following the loss, the innocent co-~~insured~~ may not waive such rights to recover against the perpetrator of the domestic violence.

TERMINATION

Provision 2. Cancellation by **Us** is deleted and replaced by the following:

2. Cancellation by **Us**

We may cancel by mailing to **you** at the last address known by **us**:

- a. At least 10 days notice if cancellation is for nonpayment of premium.
- b. At least 30 days notice if notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy.
- c. At least 30 days notice in all other cases.

After this policy is in effect for 60 days or more, or if this is a renewal or continuation policy, **we** will cancel only:

- a. for nonpayment of premium; or
- b. for fraud or material misrepresentation affecting the policy or in the presentation of a claim thereunder, or violation of any of the terms or conditions of the policy; or
- c. if the named **insured** or any occupant of the property has been convicted of a crime arising out of acts increasing the hazard insured against; or
- d. upon the occurrence of physical changes in the property insured which increases the hazards originally insured.

This can be done by letting **you** know at least 30 days before the date cancellation takes effect.

Provision 6. Premium Refund is deleted and replaced by the following:

6. Premium Refund

- a. If this policy is cancelled, **you** may either be entitled to a refund, or **you** may owe additional premium. If **you** are entitled to a refund, **we** will send it to **you** within 30 days. However, making or offering to make a refund is not a condition of cancellation.
- b. If this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- c. The effective date of cancellation stated in the notice shall become the end of the policy period.

MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION LIMIT

Missouri law requires all companies provide the following information:

If coverage provided by this policy exceeds the limits of coverage guaranteed by the Missouri Property and Casualty Insurance Guaranty Association, the Association guarantees only that amount of each covered claim which is less than \$300,000. This has no effect on the coverage **we** will provide under **your** policy.

All other provisions of this policy apply.

SAMPLE DOCUMENT

AUTO CLUB FAMILY INSURANCE COMPANY


Secretary


President