



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS - MISSOURI

SECTION I - EXCLUSIONS

The first paragraph is deleted and replaced by the following:

1. **We** do not insure for any loss caused directly or indirectly by any of the following exclusions, regardless of the cause of the excluded event or damage; other causes of the loss; whether any other cause or event acts concurrently or in any sequence with the excluded event to produce the loss; whether the loss or event occurs suddenly or gradually, involves isolated or widespread damage or occurs as a result of any combination of these; or whether the loss is caused by, results from, consists of, involves or is contributed to by a natural, human, animal or plant forces, or human inaction.

1.c. **Water Damage** is deleted and replaced by the following:

1.c. **Water Damage**, meaning loss caused by or consisting of:

- (1) Flood, surface water, waves, tidal water, tsunami, seiche, storm surge, breach or overflow or failure of levees or dikes, overflow of a body of water, or spray from any of these, whether or not driven by wind;
- (2) Water or water-borne material or any liquid or semi-liquid substance which backs up through sewers or drains or which overflows from a sump pump, sump pump well or any other device designed to remove water or water-borne material or any liquid or semi-liquid substance from the **insured premises**;
- (3) Water below the surface of the ground including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure;
- (4) Water which is released, overflows or escapes from a dam, levee or other structure designed to contain surface water; or
- (5) Damage to the interior of a building from rain, snow or sleet, unless the walls or roof of the building has first sustained a loss from a cause of loss covered in **Section I - Property**

Coverages that created an opening through which the rain, snow or sleet entered;

whether caused by or resulting from human action or inaction, animal, plant or naturally occurring forces, or however caused.

Direct loss by fire, explosion or **theft** resulting from water damage is covered.

1.h. **Intentional Loss** is deleted and replaced by the following:

1.h. **Intentional Loss**, meaning any loss arising out of any act or omission committed:

- (1) by or at the expressed or implied direction of any **insured**, and
- (2) with the intent to cause a loss, or that could reasonably be expected to cause loss.

However, this exclusion will not apply to deny payment to an innocent co-**insured** who did not cooperate in or contribute to the creation of the loss if:

- (1) such loss arose out of a pattern of criminal domestic violence; and
- (2) the innocent co-**insured** files a police report and completes a sworn affidavit for the insurer that indicates both the cause of the loss and a pledge to cooperate in any criminal prosecution of the person committing the act causing the loss.

If payment is made pursuant to Paragraph 1.h., payment to the innocent co-**insured** is limited to such innocent co-**insured's** ownership interest in the property reduced by any payment to a mortgagee or other party with a legal secured interest in the property. However, **we** shall not be required to make any subsequent payment to any other **insured** for the part of any loss for which the innocent co-**insured** has received payment. In no event will **we** pay more than the Limit of Liability. If payment is made to an innocent co-**insured**, **we** shall have all rights of subrogation to recover against the perpetrator of the loss.

2.b. is deleted and replaced by the following:

2.b. vandalism, malicious mischief or breakage of glass or safety glazing materials if the dwelling has been vacant or unoccupied for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;

SECTION I - CONDITIONS

Under 3. **An Insured's Duties After Loss**, item d. is deleted and replaced by the following:

d. prepare and submit to **us** within 60 days after **our** request an inventory of damaged personal property using the forms **we** provide showing the quantity, description, place of purchase, date of purchase, original cost, **actual cash value**, **replacement cost** and amount **you** are claiming as a loss. **You** must attach all bills, receipts and related documents that justify the figures in the inventory;

Under 4. **Loss Settlement and Limit of Liability**, item c.(1) is deleted and replaced by the following:

c. **We** will settle covered losses to buildings as follows:

(1) if the amount of the covered loss does not exceed \$5,000, **we** may, at **our** option, pay the **replacement cost** of the damaged or destroyed part of the building before repair or replacement is made.

9. **Suit Against Us** is deleted and replaced by the following:

9. **Suit Against Us**. No action can be brought unless the policy provisions have been complied with and the action is started within ten years after the date of loss.

11. **Loss Payment** is deleted and replaced by the following:

11. **Loss Payment**. **We** will adjust all losses with **you**. **We** will pay **you** unless some other person is named in the policy or is legally entitled to receive payment. Within 15 working days after **you** give **us** all forms necessary to establish the nature and extent of **your** claim, **we** will notify **you** of **our** intent to accept or deny **your** claim. But if **we** need more time to determine whether the claim should be accepted or denied, **we** will notify **you** within those 15 working days.

MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION LIMIT

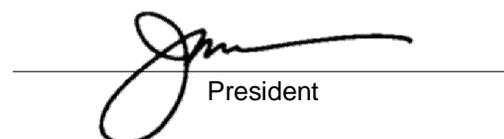
Missouri law requires all companies to provide the following information:

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.

AUTO CLUB FAMILY INSURANCE COMPANY


Secretary


President