

# AMENDMENT OF POLICY PROVISIONS MISSOURI

This Amendment forms a part of the auto policy to which it is attached, and it modifies that policy as follows:

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## DEFINITIONS

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Definition I., temporary substitute vehicle, is deleted.

The following definitions are revised:

F. **Miscellaneous vehicle** means the following motorized vehicles: motor home; golf cart; snowmobile; all-terrain vehicle; or dune buggy.

L. **Your covered auto** means:

1. Any vehicle shown on the Declarations.
2. Any **newly acquired vehicle**.
3. Any **trailer you own**.

The following definitions are added:

M. **Driving contest or challenge** includes, but is not limited to:

1. A competition against other people, vehicles, or time; or
2. An activity that challenges the speed or handling characteristics of a vehicle, or improves or demonstrates driving skills, provided the activity occurs on a track or course that is closed from nonparticipants.

N. **Fungi** means any type or form of fungi, including mold or mildew, and includes any mycotoxins, spores, scents, or byproducts produced or released by fungi.

O. **Motorcycle** means a two- or three-wheeled motor vehicle that is subject to motor vehicle licensing in the location where the **motorcycle** is principally garaged.

P. **Newly acquired vehicle**.

1. **Newly acquired vehicle** means a vehicle, not insured under another policy, that is acquired by **you** or any **family member** during the policy period and is:

- a. A private passenger auto, pickup, or **van**;
- b. A **miscellaneous vehicle** that is not used in any business or occupation; or
- c. A **motorcycle**, but only if a **motorcycle** is shown on the current Declarations.

2. **We** will automatically provide for the **newly acquired vehicle** the broadest coverages as are provided for any vehicle shown on the Declarations. If **your** policy does not provide Comprehensive Coverage or Collision Coverage, **we** will automatically provide these coverages for the **newly acquired vehicle** subject to a \$250 deductible for each loss.

3. Any automatic provision of coverage under P.2. will apply for up to 30 days after the date **you** or a **family member** becomes the owner of the **newly acquired vehicle**. If **you** wish to continue coverage for the **newly acquired vehicle** beyond this 30-day period, **you** must request it during this 30-day period, and **we** must agree to provide the coverage **you** request for this vehicle. If **you** request coverage after this 30-day period, any coverage that **we** agree to provide will be effective at the date and time of **your** request unless **we** agree to an earlier date.

4. **You** must pay an additional premium, as set out in Part E, Changes, B.3., for any coverage **we** provide under P.2. or P.3. above.

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## PART A - LIABILITY COVERAGE

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### EXCLUSIONS

Exclusion A.3.b. is revised as follows:

- b. As a temporary substitute for any vehicle **you** own which is out of normal use because of its breakdown, repair, or servicing.

Exclusion A.6. is revised as follows:

6. While employed or otherwise engaged in the **auto business**.

This exclusion (A.6.):

- a. Does not apply to the ownership, maintenance, or use of **your covered auto** by **you**, any **family member**, or any partner, agent, or employee of **you** or any **family member**.
- b. Applies only to the extent that the limits of liability for this coverage exceed \$25,000 for each person or \$50,000 for each accident and the PD limit of \$10,000 for each accident.

Exclusion B.4. is revised as follows:

4. Any vehicle while being operated in, or in practice for, any **driving contest or challenge**.

The following exclusion is added:

- E. **We** do not provide Liability Coverage for **BI** sustained as a result of exposure to **fungi**, wet or dry rot, or bacteria.

### OUT OF STATE COVERAGE

The Out of State Coverage section is replaced in its entirety by the following:

If an auto accident to which this policy applies occurs in any state or province other than the one in which **your covered auto** is principally garaged, **your** policy will provide at least the minimum amounts and types of coverages required by law. However, no one will be entitled to duplicate payments for the same elements of loss.

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## PART B - MEDICAL PAYMENTS COVERAGE

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### DEFINITIONS

Definitions A., air bag, and H., seat belt, are deleted.

### INSURING AGREEMENT

Paragraph A. of the Insuring Agreement section is replaced in its entirety by the following:

A. Medical Payments Coverage.

1. **We** will pay only the **reasonable fee** for **medically necessary and appropriate medical services** and the reasonable expense for funeral services. These fees and expenses must:
  - a. Result from **BI** sustained by a **covered person** in an auto accident; and
  - b. Be incurred for services rendered within one year of the date of the auto accident.

2. We or someone on our behalf will review, by audit or otherwise, claims for benefits under this coverage to determine if the charges are **reasonable fees for medically necessary and appropriate services** or reasonable expenses for funeral services. A provider of medical or funeral services may charge more than the amount we determine to be **reasonable fees** and reasonable expenses, but such additional charges are not covered.

Paragraph B., Air Bag and Seat Belt Benefits, is deleted.

#### LIMIT OF LIABILITY

Paragraph A.2. of the Limit of Liability section is replaced in its entirety by the following.

##### A. Medical Payments.

2. No **covered person** will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A - Liability Coverage or Part C - Underinsured Motorists Coverage.

Paragraph B. is deleted.

#### EXCLUSIONS

Exclusion 11. is revised as follows:

11. Sustained while a participant in, or in practice for, any **driving contest or challenge**.

The following exclusion is added:

12. Sustained as a result of a **covered person's** exposure to **fungi**, wet or dry rot, or bacteria.

#### OTHER INSURANCE

The Other Insurance section is replaced in its entirety by the following:

If there is other applicable auto medical payments insurance, we will pay only **our** share of the loss. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle **you** do not own shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

#### CONDITIONS

The Conditions section is deleted in its entirety.

#### ARBITRATION

The Arbitration section is deleted in its entirety.

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## PART C - UNINSURED MOTORISTS COVERAGE (referred to as UM) and UNDERINSURED MOTORISTS COVERAGE (referred to as UIM)

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#### LIMIT OF LIABILITY

The Limit of Liability section is replaced in its entirety by the following:

##### A. UNINSURED MOTORISTS COVERAGE

1. For **BI** sustained by any one person in any one accident in which **you** or any **family member** sustained **BI**, **our** maximum limit of liability for all resulting damages, including but not limited to, all direct, derivative or consequential damages recoverable by any one person, is the sum of (1) the "each

person" limit of liability shown for any one vehicle on the Declarations and (2) the minimum mandatory UM Coverage "each person" limit of \$25,000 for each additional vehicle listed on the Declarations. Subject to this limit for "each person", **our** maximum limit of liability for **BI** resulting from any one auto accident is the sum of (1) the "each accident" limit of liability shown for any one vehicle on the Declarations for "each accident" for UM Coverage, and (2) the minimum mandatory UM Coverage "each accident" limit of \$50,000 for each additional vehicle listed on the Declarations.

2. Subject to the maximum limits of liability set forth in 1. above, the most we will pay for **BI** sustained in such auto accident by a **covered person** other than **you** or any **family member** is the lesser of the "each person" limit of liability or a pro-rata share of the "each accident" limit of liability shown on the Declarations applicable to the vehicle that **covered person** was **occupying** at the time of the auto accident. **You** or any **family member** who sustains **BI** in such auto accident will also be entitled to the "each person" limit or a pro-rata share of the "each accident" limit shown on the Declarations for that vehicle.

A person's pro-rata share shall be the proportion that person's damages bears to the total damages sustained by all **covered persons**.

3. For **BI** sustained by any **covered person** other than **you** or any **family member** in any one auto accident, in which neither **you** nor any **family member** sustained **BI**, **our** maximum limit of liability for all resulting damages, including but not limited to, all direct, derivative or consequential damages recoverable by any persons, is the limit of liability shown on the Declarations for "each person" for UM Coverage. Subject to this limit for "each person", the limit of liability shown on the Declarations for "each accident" for UM Coverage is **our** maximum limit of liability for all damages for **BI** resulting from any one auto accident.
4. These limits are the most we will pay regardless of the number of **covered persons**, claims made, vehicles or premiums shown on the Declarations, or vehicles involved in the auto accident.

## B. UNDERINSURED MOTORISTS COVERAGE

1. For **BI** sustained by any one person in any one auto accident, **our** maximum limit of liability for all resulting damages, including, but not limited to, all direct, derivative or consequential damages recoverable by any persons, is the limit of liability shown on the Declarations for "each person" for UIM Coverage. Subject to this limit for "each person", the limit of liability shown on the Declarations for "each accident" for UIM Coverage is **our** maximum limit of liability for all damages for **BI** resulting from any one auto accident. These limits are the most we will pay regardless of the number of **covered persons**, claims made, vehicles or premiums shown on the Declarations, or vehicles involved in the auto accident.
2. The limit of liability shall be reduced by all sums paid because of the **BI** by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part A but does not include any amounts paid or payable under:
  - a. Part B - Medical Payments Coverage; or
  - b. Any workers' compensation law, disability benefits law or similar law.

## EXCLUSIONS

Exclusion A.5. is revised as follows:

5. While **occupying** any vehicle when it is being operated in, or in practice for, any **driving contest or challenge**.

## OTHER INSURANCE

The Other Insurance section is replaced in its entirety by the following:

If there is other applicable insurance for UM Coverage or UIM Coverage available under one or more policies or provisions of coverage:

1. Any insurance **we** provide with respect to a vehicle **you** do not own or to a person other than **you** or a **family member** will be excess over any collectible UM or UIM insurance.
2. If the coverage under this policy is provided:
  - a. On a primary basis, **we** will pay only **our** share of the loss that must be paid under insurance providing coverage on a primary basis. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
  - b. On an excess basis, **we** will pay only **our** share of the loss that must be paid under insurance providing coverage on an excess basis. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits of liability of coverage provided on an excess basis.

#### ARBITRATION

The Arbitration section is deleted in its entirety.

#### MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION COVERAGE LIMITATIONS

The Missouri Property and Casualty Insurance Guaranty Association Coverage Limitations section is moved to Part E - General Provisions.

### PART E - GENERAL PROVISIONS

#### AIR BAG

The Air Bag section is deleted in its entirety.

#### CHANGES

Paragraph B. is revised as follows:

- B. If, during the policy period, the risk exposure changes for any of the following reasons, **we** will make the necessary premium adjustments effective the date of change in exposure. Change in exposure means the occurrence of an event listed in B.1. through B.7. or in E. below, or a similar event, that may increase or decrease the policy premium. **You** agree to give **us** notice of any exposure change as soon as is reasonably possible. Changes that may result in a premium adjustment include, but are not limited to, the following:
  1. Change in location where any vehicle is garaged.
  2. Change in description, equipment, purchase date, registration, cost, usage, miles driven annually, or operators of any vehicle.
  3. Replacement or addition of any vehicle. A replacement or additional vehicle is a **newly acquired vehicle**. **You** must pay the applicable premium for the **newly acquired vehicle** beginning on the date **you** or a **family member** becomes the owner of the vehicle. See DEFINITIONS - **newly acquired vehicle**.
  4. Deletion of a vehicle. The named insured may request that a vehicle shown on the Declarations be deleted from this policy. The effective date of this change cannot be earlier than the date of the named insured's request unless **we** agree to an earlier date.
  5. Change in date of birth, marital status, driver's license information, or driving record of any operator.
  6. Addition or deletion of an operator.
  7. Change, addition, or deletion of any coverage or limits.

The following paragraph is added:

E. Deployment.

1. If, because of **your** active-duty deployment in one of the military services of the United States, **you** have reduced the coverage on **your covered auto** and placed the vehicle in storage, then, upon **your** return from the deployment, **we** will automatically reinstate the coverage that was on the vehicle prior to the deployment-caused reduction.
2. Any automatic reinstatement of coverage under E.1. will apply for up to 60 days after the date **you** returned from deployment. If **you** wish to continue the reinstated coverage beyond the 60-day period, **you** must request it during the 60-day period. If **you** request reinstated coverage after this 60-day period, any coverage **we** agree to provide will be effective at the date and time of **your** request unless **we** agree to an earlier date.
3. **You** must pay an additional premium, as set out in Part E, Changes, B.7., for the reinstated coverage.

## MISREPRESENTATION

The Misrepresentation section is replaced in its entirety by the following:

**We** do not provide coverage for any **covered person**, as defined in this policy, who has knowingly concealed or misrepresented any material fact or circumstance relating to this insurance:

1. At the time application was made; or
2. At any time during the policy period; or
3. In connection with the presentation or settlement of a claim. However, **our** liability with respect to the insurance required by Missouri's financial responsibility law will become absolute whenever injury or damage covered by this policy occurs.

## MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION COVERAGE LIMITATIONS

The Missouri Property and Casualty Insurance Guaranty Association Coverage Limitations section is replaced in its entirety by the following:

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.

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 pay an amount in excess of the applicable limit of liability of the policy from which a claims arises.

The claims covered by the Association are subject to the limitations of coverage provided by the Act. These limitations have no effect on the coverage **we** will provide under this policy.

## OWNERSHIP

The Ownership section is replaced in its entirety by the following:

For purposes of this policy, a vehicle is deemed to be owned by a person if leased under a written agreement to that person for a continuous period of at least six months.

The following section is added:

### **SPOUSE ACCESS**

- A. The named insured and **we** agree that the named insured and resident spouse are "customers" for purposes of state and federal privacy laws. The resident spouse will have access to the same information available to the named insured and may initiate the same transactions as the named insured.
- B. The named insured may notify **us** that he/she no longer agrees that the resident spouse shall be treated as a "customer" for purposes of state and federal privacy laws, and **we** will not permit the resident spouse to access policy information.

### **TERMINATION**

Paragraph A.1. is revised as follows:

- A. Cancellation. This policy may be canceled during the policy period as follows:
  - 1. **You** may cancel this policy at any time, but the effective date of cancellation cannot be earlier than the date of the request unless **we** agree to an earlier date.

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