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## AMENDMENT OF POLICY PROVISIONS - MISSOURI

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### I. DEFINITIONS

The following definition is added:

K. "Newly acquired auto":

1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:
  - a. A private passenger auto; or
  - b. A pickup or van, for which no other insurance policy provides coverage, that:
    - (1) Has a Gross Vehicle Weight Rating of 10,000 lbs. or less; and
    - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
      - (a) Incidental to your "business" of installing, maintaining or repairing furnishings and equipment; or
      - (b) For farming or ranching.
2. Coverage for a "newly acquired auto" is provided as described below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for a "newly acquired auto" will begin at the time you request the coverage.
  - a. For any coverage provided in this policy except for **DAMAGE TO YOUR AUTO**, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a "newly acquired auto" which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 30 days after you become the owner.

If a "newly acquired auto" replaces a vehicle shown in the Declarations,

coverage is provided for this vehicle without your having to ask us to insure it.

- b. Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
  - (1) 30 days after you become the owner if the Declarations indicates that Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
  - (2) Four days after you become the owner if the Declarations does not indicate that Collision Coverage applies to at least one auto. If you comply with the four-day requirement and a loss occurred before you asked us to insure the "newly acquired auto", a Collision deductible of \$500 will apply.
- c. Comprehensive Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
  - (1) 30 days after you become the owner if the Declarations indicates that Comprehensive Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
  - (2) Four days after you become the owner if the Declarations does not indicate that Comprehensive Coverage applies to at least one auto. If you comply with the four-day requirement and a loss

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occurred before you asked us to insure the "newly acquired auto", a Comprehensive deductible of \$500 will apply.

## II. LIABILITY

The Liability Section is amended as follows:

- A. The Insuring Agreement is replaced by the following:

### INSURING AGREEMENT

- A. We will pay damages for "bodily injury" (Coverage A) or "property damage" (Coverage B) for which any "insured" becomes legally responsible because of an auto accident. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for "bodily injury" (Coverage A) or "property damage" (Coverage B) not covered under this policy.
- B. "Insured" as used in these Liability Coverages:
1. You for the ownership, maintenance or use of any auto or "trailer".
  2. Any "family member":
    - a. Who does not own an auto, for the maintenance or use of any auto or "trailer".
    - b. Who owns an auto, but only for the use of "your covered auto".
  3. Any person using "your covered auto".
  4. For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under these Liability Coverages.

5. For any auto or "trailer", other than "your covered auto", any other person or organization but only with respect to legal responsibility for acts or omissions of you or any "family member" for whom coverage is afforded under these Liability Coverages. This provision (B.5.) applies only if the person or organization does not own or hire the auto or "trailer".

- B. The following is added to the Supplementary Payments provision:

### SUPPLEMENTARY PAYMENTS

In addition to our limit of liability, we will pay on behalf of an "insured":

Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay our limit of liability, we will not pay any prejudgment interest based on that period of time after the offer.

- C. Exclusion A.3. is replaced by the following:

We do not provide Liability Coverages for any person:

3. For "property damage" to property:
  - a. Rented to;
  - b. Used by; or
  - c. In the care of;that "insured".

This Exclusion (A. 3.) does not apply to "property damage" to:

- a. a residence or private garage; or
- b. any motor vehicle loaned to you, with or without consideration, by a person, firm or corporation engaged in the "business" of selling, repairing, or servicing motor vehicles while such vehicle is being used by any "insured":
  - (1) For demonstration purposes; or
  - (2) As a temporary substitute for any vehicle you own which is

out of normal use because of its breakdown, repair, or servicing.

- D. The following exclusion is added as Exclusion A.10.:

10. We do not provide Liability Coverage for any "insured" for "bodily injury" to you or any "family member" to the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the Missouri Financial Responsibility Law.

- E. The following exclusion is added as Exclusion B.4.:

4. Any vehicle operated in any prearranged or organized race, meet or contest or in practice or preparation for any such event.

- F. The Other Insurance provision is replaced by the following:

#### **OTHER INSURANCE**

If there is other applicable liability 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 for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance unless such vehicle is loaned to you, with or without consideration, by a person, firm or corporation engaged in the "business" of selling, repairing or servicing motor vehicles and such vehicle is used by any "insured":

1. For demonstration purposes; or
2. As a temporary substitute for a vehicle you own which is out of normal use because of its breakdown, repair, or servicing.

### **III. MEDICAL PAYMENTS - COVERAGE C**

- A. The following exclusion is added as Exclusion 11.:

11. Sustained while operating any vehicle in any prearranged or organized race, meet

or contest or in practice or preparation for any such event.

- B. The Limit of Liability provision of Coverage C is replaced by the following:

#### **LIMIT OF LIABILITY**

- A. The Limit Of Liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the accident.

- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:

1. The Liability Coverage of this policy; or
2. Any Underinsured Motorists Coverage provided by this policy.

### **IV. UNINSURED MOTORISTS-COVERAGE D**

The Uninsured Motorists Section is amended as follows:

- A. Paragraph A. of the Insuring Agreement is deleted and replaced by the following:

We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and
2. Caused by an "accident".

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".

No judgment for damages arising out of a suit brought against the owner or operator of an "uninsured motor vehicle" is binding on us unless we:

1. Received reasonable notice of the pendency of the suit resulting in the judgment; and
  2. Had a reasonable opportunity to protect our interests in the suit.
- B. The following definition is inserted as Paragraph B. of the Insuring Agreement:
- B. "Accident" as used in this coverage includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- C. The definition of "Insured" in the Insuring Agreement is replaced by the following:
- C. "Insured" as used in this coverage means:
1. You.
  2. Any "family member" who does not own an auto.
  3. Any "family member" who owns an auto, but only while "occupying" "your covered auto".
  4. Any other person "occupying" "your covered auto".
  5. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1., 2., 3. or 4. above.
- D. The definition of "uninsured motor vehicle" is replaced by the following:
- D. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:
1. To which no bodily injury liability bond or policy applies at the time of the "accident".
  2. To which a bodily injury liability bond or policy applies at the time of the "accident". In this case its limit for bodily injury liability must be less than the minimum limit for bodily injury liability specified by the financial responsibility law of Missouri.
  3. Which is a hit-and-run vehicle whose operator or owner cannot be identi-

fied and which hits or which causes an "accident" resulting in "bodily injury" without hitting:

- a. You or any "family member";
- b. A vehicle which you or any "family member" is "occupying"; or
- c. "Your covered auto".

If there is no physical contact with the hit-and-run vehicle the facts of the "accident" must be proved. We may request supporting evidence other than the testimony of a person making a claim under this or any similar coverage to support the validity of such claim.

4. To which a bodily injury liability bond or policy applies at the time of the "accident" but the bonding or insuring company:
  - a. Denies coverage; or
  - b. Is or becomes insolvent within two years of the date of the "accident".

However, "uninsured motor vehicle" does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you or any "family member" to the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the financial responsibility law of Missouri.
2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
3. Operated on rails or crawler treads.
4. Designed mainly for use off public roads while not on public roads.
5. While located for use as a residence or premises.

- E. The Exclusions section is deleted and replaced by the following:

### **EXCLUSIONS**

- A. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by a "family member" who does not own an auto while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- B. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":
1. If that "insured" or the legal representative settles the "bodily injury" claim and such settlement prejudices our right to recover payment to the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the financial responsibility law of Missouri.
  2. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (B.2.) does not apply to a share-the-expense car pool.
  3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (B.3.) does not apply to a "family member" using "your covered auto" which is owned by you.
  4. While "occupying", or when struck by, any motor vehicle owned by you or any "family member" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle. However, this Exclusion (B.4.) does not apply to "bodily injury" sustained by you.
  5. While "occupying" any vehicle operated in any prearranged or organized race, meet or contest or in practice or preparation for any such event.

- C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:

1. Workers' compensation law; or
2. Disability benefits law.

- D. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

- F. The Limit of Liability provision is replaced by the following:

### **LIMIT OF LIABILITY**

- A. Single Limit

If the Declarations show a single Limit Of Liability for Coverage D, the following provisions apply:

1. If "bodily injury" is sustained in an "accident" by you or any "family member", our maximum limit of liability for all damages in any such "accident" is the sum of the Limits Of Liability for Uninsured Motorists Coverage shown in the Declarations applicable to each vehicle. Subject to this maximum limit of liability for all damages:
  - a. The most we will pay for "bodily injury" sustained in such "accident" by an "insured" other than you or any "family member" is that "insured's" pro-rata share of the limit shown in the Declarations applicable to the vehicle that "insured" was "occupying" at the time of the "accident"; and
  - b. You or any "family member" who sustains "bodily injury" in such "accident" will also be entitled to a pro-rata share of the limit described in paragraph a. above.

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

The maximum limit of liability is the most we will pay regardless of the number of:

- a. "Insureds";
  - b. Claims made;
  - c. Vehicles or premiums shown in the Declarations; or
  - d. Vehicles involved in the "accident".
2. If "bodily injury" is sustained by an "insured" other than you or any "family member" in an "accident" in which neither you nor any "family member" sustained "bodily injury", the Limit Of Liability shown in the Declarations applicable to the "your covered auto" the "insured" was "occupying" at the time of the "accident" is our maximum limit of liability for all damages resulting from any such "accident".

This is the most we will pay regardless of the number of:

- a. "Insureds";
- b. Claims made;
- c. Vehicles or premiums shown in the Declarations; or
- d. Vehicles involved in the "accident".

#### B. Split Limits

If the Declarations show separate limits of liability for each person and each "accident" for Coverage D, the following provisions apply:

1. If "bodily injury" is sustained in "an accident" by you or any "family member":
  - a. Our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any such "accident" is the sum of the Limits Of Liability

shown in the Declarations for each person for Uninsured Motorists Coverage;

- b. Subject to the maximum limit for each person described in a. above, our maximum limit of liability for all damages arising out of "bodily injury" resulting from any one "accident" is the sum of the Limits Of Liability shown in the Declarations for each "accident" for Uninsured Motorists Coverage;
- c. Subject to the maximum limits of liability set forth in a. and b. above:
  - (1) the most we will pay for "bodily injury" sustained in such "accident" by an "insured" other than you or any "family member" is that "insured's" pro-rata share of the each person or each "accident" Limit Of Liability shown in the Declarations applicable to the vehicle that "insured" was "occupying" at the time of the "accident"; and
  - (2) you or any "family member" who sustains "bodily injury" in such "accident" will also be entitled to a pro-rata share of the each person or each "accident" limit described in paragraph c.(1) above.

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

The maximum limit of liability is the most we will pay regardless of the number of:

- a. "Insureds";
- b. Claims made;

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- c. Vehicles or premiums shown in the Declarations; or
  - d. Vehicles involved in the "accident".
2. If "bodily injury" is sustained by any "insured" other than you or any "family member" in an "accident" in which neither you nor any "family member" sustained "bodily injury" the Limit Of Liability shown in the Declarations for each person for Uninsured Motorists applicable to the "your covered auto" the "insured" was "occupying" at the time of the "accident" is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any such "accident". Subject to this maximum limit for each person described in 1. above, the Limit Of Liability shown in the Declarations for each "accident" for Uninsured Motorists applicable to the "your covered auto" the "insured" was "occupying" at the time of the "accident" is our maximum limit of liability for all damages for "bodily injury" resulting from any such "accident". This is the most we will pay regardless of the number of:
- a. "Insureds";
  - b. Claims made;
  - c. Vehicles or premiums shown in the Declarations; or
  - d. Vehicles involved in the "accident".
- C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
- 1. The Liability Coverage of this policy; or
  - 2. Any Underinsured Motorists Coverage provided by this policy.
- D. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Liability Coverage but does not include any amounts paid or payable under:
- 1. Medical Payments; or
  - 2. Any workers' compensation law, disability benefits law or similar law.
- G. The Other Insurance provision is deleted and replaced by the following:
- OTHER INSURANCE**
- If there is other applicable insurance similar to the insurance provided under this Coverage of the policy, 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, including any vehicle while used as a temporary substitute for "your covered auto" shall be excess over any collectible insurance, similar to the insurance provided under this Coverage of the policy.
- H. The Arbitration provision is replaced by the following:
- ARBITRATION**
- A. If we and an "insured" do not agree:
- 1. Whether that "insured" is legally entitled to recover damages; or
  - 2. As to the amount of damages which are recoverable by that "insured";
- from the owner or operator of an "uninsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this Coverage may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- B. Each party will:
  - 1. Pay the expenses it incurs; and
  - 2. Bear the expenses of the third arbitrator equally.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:
  - 1. Whether the "insured" is legally entitled to recover damages; and
  - 2. The amount of damages.

**V. DAMAGE TO YOUR AUTO**

The Damage To Your Auto section is amended as follows:

- A. Paragraph E. of the Insuring Agreement of the Damage To Your Auto Section and paragraph II.D. of the Coverage Enhancement Endorsement are replaced by the following:
 

"Non-owned auto" means:

  - 1. Any private passenger auto, pickup, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member" while in the custody of or being operated by you or any "family member"; or
  - 2. Any auto or "trailer" you do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
    - a. Breakdown;      d. Loss; or
    - b. Repair;            e. Destruction.
    - c. Servicing

However, "non-owned" auto does not include any vehicle loaned to you, with or without consideration, by a person, firm or corporation engaged in the "business" of selling, repairing or servicing motor vehicles while such vehicle is being used by any "insured":

- 1. For demonstration purposes; or

- 2. As a temporary substitute for a vehicle you own which is out of normal use because of its:
  - a. Breakdown;
  - b. Repair; or
  - c. Servicing.

B. The following is added as Exclusion 13.:

- 13. Loss to "your covered auto" or a "non-owned auto" while operated in any prearranged or organized race, meet or contest or in practice or preparation for any such event.

C. Paragraph B. under the Limit of Liability provision is replaced by the following:

- B. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss.

Note: Our limit of liability under Damage To Your Auto does not extend to any loss in market or resale value which may result from a direct and accidental loss to "your covered auto" or any "non-owned auto".

D. The Appraisal provision is replaced by the following:

**APPRAISAL**

- A. If we and you do not agree on the amount of loss, then an appraisal of the loss may be made. However, both parties must agree to the appraisal. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
  - 1. Pay its chosen appraiser; and
  - 2. Bear the expenses of the appraisal and umpire equally.
- B. We do not waive any of our rights under this policy by agreeing to an appraisal.

**VI. GENERAL PROVISIONS**

The General Provisions Section is amended as follows:

**The Changes provisions are replaced by the following:**

**A. CHANGES**

- A. This policy contains all agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B. If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
  - 1. The number, type or use classification of insured vehicles;
  - 2. Operators using insured vehicles;
  - 3. The place of principal garaging of insured vehicles;
  - 4. Coverage deductible or limits.

If a change resulting from A. or B. requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.

- C. If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This paragraph (C.) does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:
  - 1. A subsequent edition of your policy; or
  - 2. An Amendatory Endorsement.
- B. Paragraph A. of the OUR RIGHT TO RECOVER PAYMENT provision does not apply to Coverage C.

C. Paragraph A. of the Termination provision is replaced by the following:

- A. **Cancellation.** This policy may be cancelled during the policy period as follows:
  - 1. The named insured shown in the Declarations may cancel by:
    - a. Returning this policy to us; or
    - b. Giving us advance written notice of the date cancellation is to take effect.
  - 2. We may cancel by mailing to the named insured shown in the Declarations at the address last known by us:
    - a. At least 10 days notice:
      - (1) If cancellation is for non-payment of premium; or
      - (2) If notice is mailed during the first 60 days this policy is in effect and this is not a continuation policy; or
    - b. At least 30 days notice by United States Post Office certificate of mailing in all other cases.
  - 3. After this policy is in effect for 60 days, or if this is a continuation policy, we will cancel only:
    - a. For nonpayment of premium; or
    - b. If your driver's license has been suspended or revoked.  
This must have occurred:
      - (1) During the policy period; or
      - (2) Since the last anniversary of the original effective date if the policy period is other than one year.

However, in the event more than one person is a named insured shown in the Declarations and only one named person's driver's license has been suspended or revoked we:

- (1) May not cancel this policy; but
- (2) May issue an exclusion providing that coverage will not be afforded to that named person under the terms of this policy while that person is operating "your covered auto" during any period of suspension or revocation.

4. Nonpayment of Premium. Nonpayment of premium shall mean failure to pay any premium or premium installment when due whether payable directly to us or through a premium financing plan or credit extension.

D. Paragraph B. of the **Termination** provision is replaced by the following:

B. **Nonrenewal.** If we decide not to renew or continue this policy, we will mail notice by United States Post Office certificate of mailing to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 30 days before the end of the policy period. If the policy period is other than one year, we will have the right not to continue it only at each anniversary of its original effective date. If that date is the 29th, 30th, or 31st, of a month, we may consider the first day of the next month to be this anniversary.

E. The following is added to the Two or More Auto Policies provisions:

#### **TWO OR MORE AUTO POLICIES**

1. This provision does not apply to Uninsured Motorists Coverage.
2. No one will be entitled to receive duplicate payments for the same elements of loss under Uninsured Motorists Coverage.

#### **VII. MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION COVERAGE LIMITATIONS**

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 claim 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.

