

# Policy Endorsement

*The following endorsement changes your policy. Please read this document carefully and keep it with your policy.*

## Missouri Amendatory Endorsement Select Homeowners Policy – APC184-1

- I. The **General** section of **your** policy is amended as follows:
- A. The **Cancellation** provision is replaced by the following:

### **Cancellation**

**Your** Right to Cancel:

**You** may cancel this policy by notifying **us** of the future date **you** wish to stop coverage.

**Our** Right to Cancel:

**We** may cancel this policy by mailing notice to **you** at the mailing address shown on the Policy Declarations. When this policy has been in effect for less than 60 days, and it is not a renewal with **us**, **we** may cancel this policy for any reason.

When this policy has been in effect for 60 days or more, or if it is a renewal with **us**, **we** may cancel this policy for one or more of the following reasons:

- 1) non-payment of premium;
- 2) conviction of an **insured person** of a crime involving acts causing an increase in hazard at the **insured premises**;
- 3) misrepresentation, fraud or withholding of material facts when obtaining the policy or when submitting a claim; or
- 4) physical changes in the covered property which increase the hazards in the risk **we** originally agreed to insure.

If the cancellation is for non-payment of premium, **we** will give **you** at least 10 days notice. If the cancellation is for any other reason, **we** will give **you** at least 30 days notice.

**Our** mailing the notice of cancellation to **you** will be deemed to be proof of notice. Coverage under this policy will terminate on the effective date and hour stated on the cancellation notice. **Your** return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as possible. However, refund of unearned premium is not a condition of cancellation.

**Our** Right Not to Renew or Continue:

**We** have the right not to renew or continue the policy beyond the current premium period. This policy may be:

- 1) canceled;
- 2) not renewed;
- 3) reduced in amount; or

4) adversely modified,  
at any time by **our** giving **you** 30 days written notice of such action with or without tender of the excess of paid premium above the pro rata premium for the expired time, which excess, if not tendered, shall be refunded on demand. **We** will give 10 days notice where such action is based upon non-payment of premium or evidence that an **insured person** committed arson. **Our** mailing notice of non-renewal to **you** will be deemed to be proof of notice.

B. The **Action Against Us** provision is deleted.

C. The **Conditional Reinstatement** provision is added:

***Conditional Reinstatement***

If **we** mail a cancellation notice because **you** did not pay the required premium when due and **you** then tender payment by check, draft, or other remittance which is not honored upon presentation, **your** policy will terminate on the date and time shown on the cancellation notice and any notice **we** issue which waives the cancellation or reinstates coverage is void. This means that **we** will not be liable under this policy for claims or damages after the date and time indicated on the cancellation notice.

D. The **Missouri Guaranty Association** provision is added:

***Missouri Guaranty Association***

Missouri law requires **us** to inform **you** that the Missouri Property and Casualty Guarantee Association does not cover policyholder claims of insolvent insurers exceeding \$300,000.

The Missouri Property and Casualty Insurance Guaranty Association Act contains the following limitations:

1. Claims covered by the Act do not include a claim by or against an insured of an insolvent insurer if that insured has a net worth of \$25 million on the date the insurer becomes insolvent.
2. The Associations' obligation includes only the amount of each covered claim which is greater than \$100 and less than \$300,000. However the Association will not:
  - a. be obligated to an insured or claimant in excess of the limits of liability of the policy from which the claim arises; or
  - b. return to the insured any unearned premium in excess of \$10,000.

II. In **Section I Conditions**, the following changes are made:

A. Item 4, **Our Settlement Options** is replaced by the following:

4. **Our Settlement Options**

In the event of a covered loss, **we** have the option to:

- a) repair, rebuild or replace all or any part of the damaged, destroyed or stolen property with property of like kind and quality within a reasonable time; or
- b) pay for all or any part of the damaged, destroyed or stolen property as described in item 5, **How We Pay For A Loss**.

Within 15 days after **we** receive **your** signed, sworn proof of loss **we** will notify **you** of the option or options **we** intend to exercise.

If covered property is partially destroyed or damaged by fire, **you** may:

- a) receive payment for damage done to the covered property; or
- b) have **us** repair the covered property so that it will be in as good a condition as before the fire.

B. Item 7, **Appraisal** is replaced by the following:

7. **Appraisal**

In case the insured and this company shall fail to agree as to the actual cash value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within twenty (20) days of such demand. The appraisers shall first select a competent and disinterested umpire; and failing for fifteen (15) days to agree upon such umpire, then, on request of the insured or this company, such umpire shall be selected by a judge of a court of record in the state and county (or city if the city is not within a county) in which the property covered is located. The appraisers shall then appraise the loss, stating separately actual cash value and loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. The umpire shall make the award within thirty (30) days after the umpire receives the appraisers' submissions of their differences. An award in writing, so itemized, of any two when filed with this company shall determine the amount of actual cash value and loss. Each appraiser shall be paid by the party selecting such appraiser and the expenses of appraisal and umpire shall be paid by the parties equally.

C. Item 12, **Action Against Us**, is replaced by the following:

12. **Action Against Us**

No one may bring an action against **us** unless there has been full compliance with all policy terms.

D. The following is added:

20. **Missouri Domestic Abuse**

"Domestic abuse" as used in this provision is the occurrence of stalking or one or more of the following acts between family or household members:

- 1) attempting to cause or intentionally or knowingly causing **bodily injury** or physical harm;
- 2) knowingly engaging in a course of conduct or repeatedly committing acts toward another person under circumstances that place the person in reasonable fear of **bodily injury** or physical harm; or
- 3) knowingly committing forcible rape, sexual assault or forcible sodomy, as defined in Missouri Revised Statutes Chapter 566, as amended.

An "innocent coinsured" as used in this provision is an insured who did not cooperate in or contribute to the creation of a property loss and the loss arose out of a pattern of domestic violence.

In cases of domestic abuse, if an innocent coinsured files a police report and completes a sworn affidavit for **us** 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, then **we** will not deny payment to

an innocent coinsured on a property loss claim due to any policy provision that excludes coverage for intentional acts. Payment to the innocent coinsured may be limited to such innocent coinsured's ownership interest in the property as reduced by any payment to a mortgagee or other secured interest; however, **we** will not be required to make any subsequent payment to any other insured for the part of any loss for which the innocent coinsured has received payment. **We** have all rights of subrogation to recover against the perpetrator of the loss when making payment to an insured.

III. **Section II—Family Liability and Guest Medical Protection** is amended as follows:

A. In **Section II - Family Liability and Guest Medical Protection, Losses We Cover Under Coverage X** is replaced by the following:

***Losses We Cover Under Coverage X***

Subject to the terms, conditions and limitations of this policy, **we** will pay damages which an **insured person** becomes legally obligated to pay because of **bodily injury** or **property damage** arising from an **occurrence** to which this policy applies, and is covered by this part of the policy.

**We** may investigate or settle any claim or suit for covered damages against an **insured person**. If an **insured person** is sued for these damages, **we** will provide a defense with counsel of **our** choice, even if the allegations are groundless, false or fraudulent. **We** are not obligated to pay any claim or judgment after **we** have exhausted **our** limit of liability.

B. Under **Additional Protection**, under **Claim Expense** paragraph b) is replaced by the following:

b) interest accruing on damages awarded, including prejudgment interest, if any. **We** will pay this interest only until **we** have paid, formally offered, or deposited in court the amount for which **we** are liable under this policy. Interest will be paid only on damages which do not exceed **our** limits of liability.

C. Under **Section II Conditions**, item 7, **Action Against Us**, is replaced by the following:

**7. Action Against Us**

- a) No one may bring an action against **us** unless there has been full compliance with all policy terms.
- b) No one may bring an action against **us** under **Coverage X—Family Liability Protection** unless the obligation of an **insured person** to pay has been finally determined either by judgment against the **insured person** after actual trial, or by written agreement of the **insured person**, injured person and **us**.
- c) No one shall have any right to make **us** a party to an action to determine the liability of an **insured person**.

All other policy terms and conditions apply.