

Policy Endorsement

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

This Endorsement Changes Your Policy—Keep It With Your Policy

Missouri Amendatory Endorsement Manufactured Home Policy —AS75

- 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;
- 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 **us** 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.

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

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

4. **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 person** 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 person** 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:

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12. **Action Against Us**

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

III. In **Section II – Family Liability and Guest Medical Protection**, under the **Additional Protection** section, paragraph b) of the **Claim Expenses** provision 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.

IV. In **Section II – Conditions**, the **Action Against Us** provision 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.

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