



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS - MISSOURI

WHAT PROPERTY IS COVERED SUBJECT TO INDIVIDUAL LIMITS OF LIABILITY - COVERAGE C

Provision 11. is deleted in our Premier Select Policy.

For Premier Homeowners, Premier Plus Homeowners, Premier Renters and Premier Condominium Owners Policies, Provision 12. is deleted and replaced by the following:

12. a. \$10,000 for loss by **theft** of tools, not used in **business**, from the **residence premises**.
- b. \$2,500 for loss by **theft** of tools, not used in **business**, while located away from the **residence premises**.

WHAT PROPERTY IS COVERED - COVERAGE D

For Premier Homeowners, Premier Plus Homeowners and Premier Select Policies, Provision 1. is deleted and replaced by the following:

1. If a loss covered under this Section makes that part of the **residence premises** where **you** reside not fit to live in, **we** cover, at **your** choice, either of the following. However, if the **residence premises** is not **your** dwelling where **you** reside on a regular, continuous and permanent basis, **we** will not provide the option under paragraph b. below.
 - a. Additional Living Expense, meaning any necessary increase in living expenses incurred by **you** so that **your** household can maintain its normal standard of living; or
 - b. Fair Rental Value, meaning the fair rental value of that part of the **residence premises** where **you** reside less any expenses that do not continue while the premises is not fit to live in.
 Payment under a. and b. will be for the shortest time required to repair or replace the damage or, if **you** permanently relocate, the shortest time required for **your** household to permanently relocate elsewhere.

For Premier Renters and Premier Condominium Owners Policies, Provision 1. is deleted and replaced by the following:

1. If a loss covered under this Section to covered property or the building containing the property, makes the **residence premises** not fit to live in, **we** cover, at **your** choice, either of the following. However, if the **residence premises** is not **your** dwelling where **you** reside on a regular, continuous and permanent basis, **we** will not provide the option under paragraph b. below.
 - a. Additional Living Expense, meaning any necessary increase in living expenses incurred by **you** so that **your** household can maintain its normal standard of living; or
 - b. Fair Rental Value, meaning the fair rental value of that part of the **residence premises** where **you** reside less any expenses that do not continue while the premises is not fit to live in.
 Payment under a. and b. will be for the shortest time required to repair or replace the damage or, if **you** permanently relocate, the shortest time required for **your** household to permanently relocate elsewhere.

Provision 2. is deleted and replaced by the following:

2. Actual loss of rental income while that part of the **residence premises** that is actually rented or leased to others is unfit to live in. **Our** payment shall be reduced by the expenses that do not continue while the rented part of the **residence premises** is unfit to live in.

Payment shall be for the shortest time required to repair or replace the damage or, if **you** permanently relocate, the shortest time required to establish **your** household elsewhere.

Provision 3. is deleted and replaced by the following:

3. If a civil authority prohibits **you** from occupying the **residence premises** as a result of direct damage to neighboring property by a cause of loss covered under SECTION I, **we** will pay any reasonable and necessary increase in living expenses as described under 1. above, and actual loss of rental income as described under 2. above for a period not exceeding two weeks and shall not exceed \$2,500 while occupancy is prohibited. A \$500 deductible will apply.

OTHER COVERAGES - SECTION I

Provision 5. Locks is deleted and replaced by the following:

5. LOCKS

We will pay up to \$250 in the aggregate per policy period to replace the exterior door lock or lock cylinder of the **residence premises** with a lock of like kind and quality when a key to the lock has been stolen during a **theft** of other personal property for which coverage is provided by this policy.

You must promptly report the **theft** to **us** and to the police.

The policy deductible does not apply to this coverage.

This is provision 4. in our Premier Select Policy.

This provision does not apply to our Premier Renters Policy.

Provision 9. REFRIGERATED FOOD SPOILAGE is deleted.

This is provision 8. in our Premier Renters Policy and our Premier Select Policy.

Provision 12. **FUNGI, WET OR DRY ROT, OR BACTERIA** is deleted.

This is provision 10. in our Premier Select Policy.

This is provision 11. in our Premier Renters Policy.

WHAT LOSSES ARE NOT COVERED - EXCLUSIONS - SECTION I

Provision 1.b.(3) is deleted and replaced by the following:

1. b. (3) Requiring or regulating the **remediation** of **fungi**, wet rot, dry rot, or bacteria.

Provision 1.c.(2) is deleted and replaced by the following:

1. c. (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, sewage holding tank, septic system or any other device designed to remove water or water-borne material or any liquid or semi-liquid substance from the **residence premises**;

Provision 1.k. is deleted and replaced by the following:

1. k. **FUNGI, WET OR DRY ROT OR BACTERIA**, meaning any loss or cost resulting from, arising out of, caused by, consisting of, or related to, **fungi**, wet or dry rot, or bacteria. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

This is provision 1.j. in our Premier Select Policy.

Provision 1. m. is added as follows:

1. m. **We** do not insure for loss, by a cause of loss identified under WHAT LOSSES ARE COVERED, that alters the physical appearance of a tile or slate roof but does not result in the penetration of water through the tile or slate roof or does not result in the failure of the tile or slate roof to perform its intended function of keeping out the elements over an extended period of time.

We do insure for loss, by a cause of loss identified under WHAT LOSSES ARE COVERED, to a tile or slate roof that will allow the penetration of water through the tile or slate roof or that results in the failure of the tile or slate roof to perform its intended function of keeping out the elements over an extended period of time.

This is provision 1. I. in our Premier Select Policy.

For Premier Homeowners Policies, provision 2. e. (2) is deleted and replaced by the following:

2. e. (2) continuous or repeated seepage or leakage of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance;

For Premier Plus Homeowners Policies, provision 2. d. (2) is deleted and replaced by the following:

2. d. (2) continuous or repeated seepage or leakage of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance;

For Premier Plus Homeowners Policies, provisions 2. e., f. and g. are added as follows:

2. e. WEATHER CONDITIONS.
 f. ACTS OR DECISIONS, including the failure to act or decide, whether intentional or unintentional, or whether negligent, wrongful or without fault, of any person, group, organization or governmental body, whether an **insured** or not.

This provision does not apply to an **insured's** acts or decisions, including the failure to act or decide, excluded under provision 1., sections d. and h. above.

- g. FAULTY, DEFECTIVE OR INADEQUATE:
 (1) planning, zoning, development, surveying or siting;
 (2) establishment or enforcement of building codes or standards for construction or materials;
 (3) design, specifications, construction, renovation, remodeling, repair, grading, compaction or workmanship;
 (4) materials, parts or equipment used in construction, renovation, remodeling, repair, grading or compaction; or
 (5) maintenance;
 of part or all of any property whether on or off the **residence premises**. This exclusion does not apply to the use of defective materials or methods for which coverage is afforded under section f. of provision 11. ABRUPT COLLAPSE of OTHER COVERAGES - SECTION I.

CONDITIONS - SECTION I

Provision 2. Deductible is deleted and replaced with the following:

2. Deductible
We will pay only when a loss covered under SECTION I or an expense covered under OTHER COVERAGES - SECTION I exceeds the deductible shown in the declarations or as shown in the policy, and then **we** will pay only the amount exceeding the deductible.

The deductible shall apply to all losses except losses paid under the following provisions of OTHER COVERAGES - SECTION I:

3. FIRE DEPARTMENT SERVICE CHARGE
 5. LOCKS
 10. CREDIT CARD, FUND TRANSFER CARD, FORGERY AND COUNTERFEIT MONEY

With respect to any one loss, if two or more deductibles under this policy apply to the loss, only the highest deductible amount will apply.

5. LOCKS is 4. in our Premier Select Policy and is not available in our Premier Renters Policy.
 10. CREDIT CARD, FUND TRANSFER CARD, FORGERY AND COUNTERFEIT MONEY is 9. in our Premier Select Policy and our Premier Renters Policy.

The following paragraph is added to 3. Loss Settlement:

In the event of partial loss to covered property caused by fire, at **your** option **we** shall, up to the limit of liability of this policy:

- (1) pay **you** a sum of money equal to the damage done to the property; or
- (2) repair the damage so that **your** property is returned to the same condition it was in prior to the fire.

Under provision 7. Appraisal, paragraph 2 is deleted and replaced by the following:

The two appraisers shall then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 calendar days, **you** or **we** can request a judge of the court of record in the state and county (or city if the city is not within a county) in which the covered property is located to select an umpire with adequate notice to the other party.

Provisions 17. and 18. are added as follows:

17. **Our Right to Inspect**

We reserve the right to conduct inspections of **your residence premises** upon reasonable notice as often as **we** deem reasonably necessary. **We** may conduct inspections to determine insurability and the premiums to be charged. **You** must permit inspections and cooperate with **us** during the inspection process.

This is provision 16. in our Premier Renters Policy and our Premier Select Policy.

18. **Your Duty to Notify Us of Increase in Value**

You must notify **us** within 30 calendar days prior to completion of:

- a. the remodeling of or any addition to the dwelling covered under COVERAGE A; or
- b. the construction of new buildings or remodeling of or addition to existing buildings covered under COVERAGE B;

that will increase the cost to replace the buildings covered under COVERAGE A and COVERAGE B by \$15,000 or more.

This is provision 17. in our Premier Renters Policy and our Premier Select Policy.

WHAT LOSSES ARE COVERED - COVERAGE F - SECTION II

The first paragraph is deleted and replaced by the following:

We will pay reasonable expenses actually incurred for necessary medical and funeral services because of **bodily injury** sustained as a result of an accident to which this coverage applies. **We** will pay only for services actually incurred and reported to **us** within 3 years from the accident date. This coverage does not apply to **you** or regular residents of **your** household except **residence employees**. However, no claim will be denied based upon the insured's failure to provide notice within such specified time, unless this failure operates to prejudice the rights of the insurer, as per Missouri regulation 20CSR100-1.020.

WHAT LOSSES ARE NOT COVERED - EXCLUSIONS - SECTION II

Provision 1. a. (4) is added as follows:

1. Under Section II **we** do not cover:

- a. **Bodily injury** or **property damage** arising out of:

- (4) Acts or omissions of a criminal nature committed by or at the direction of any **insured** while actually or allegedly insane, even if the **insured** lacks criminal responsibility by reason of such insanity. This exclusion applies whether or not the **insured** is charged with or convicted of a crime.

Provision 1.n. is deleted and replaced by the following:

1. n. **Bodily injury or property damage** arising out of the ownership of, custody of, or care for the following pure or mixed breed dogs:
 - (1) any pit bull type of dog (which may be known as American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, Bull Terrier, Miniature Bull Terrier, American Bulldog, Dogo Argentino, Alapaha Blue Blood Bulldog or Alpha Blue Bulldog);
 - (2) Rottweiler;
 - (3) Akita (which may be known as a Japanese Akita or an Akita Inu); or
 - (4) Canary Dog (which may be known as a Presa Canario or a Perro de Presa Canario).

Provision 2. j. is added as follows:

2. j. **Bodily injury, property damage, or personal injury** arising out of bullying, cyberbullying, aggression or electronic aggression.

ADDITIONAL PAYMENTS - SECTION II

Provision 3. DAMAGE TO PROPERTY OF OTHERS, item h. is deleted and replaced by the following:

3. h. Arising out of the ownership of, custody of, or the care for the following pure or mixed breed dogs:
 - (1) any pit bull type of dog (which may be known as American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, Bull Terrier, Miniature Bull Terrier, American Bulldog, Dogo Argentino, Alapaha Blue Blood Bulldog or Alpha Blue Bulldog);
 - (2) Rottweiler;
 - (3) Akita (which may be known as a Japanese Akita or an Akita Inu); or
 - (4) Canary Dog (which may be known as a Presa Canario or a Perro de Presa Canario).

SECTION III - GENERAL PROVISIONS

The following provision, Joint Obligations of Insurance, is added as follows:

JOINT OBLIGATIONS OF INSURANCE

The terms of this policy impose joint obligations on all persons defined as persons **insured**. This means that the responsibilities, acts and failures to act of any person defined as an **insured** will be binding upon any other person defined as an **insured**.

SUBROGATION

The following paragraph is added to SUBROGATION:

If payment is made to an innocent co-**insured** for a loss arising from an act of domestic violence, the rights of that **insured** to recover against the perpetrator are transferred to **us** to the extent of **our** payment. Following the loss, the innocent co-**insured** may not waive such rights to recover against the perpetrator of the domestic violence.

TERMINATION

Provision 2. Cancellation by **Us** is deleted and replaced by the following:

2. Cancellation by **Us**

We may cancel by mailing to **you** at the last address known by **us**:

- a. At least 10 days notice if cancellation is for nonpayment of premium.
- b. At least 30 days notice if notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy.
- c. At least 30 days notice in all other cases.

After this policy is in effect for 60 days or more, or if this is a renewal or continuation policy, **we** will cancel only:

- a. for nonpayment of premium; or
- b. for fraud or material misrepresentation affecting the policy or in the presentation of a claim thereunder, or violation of any of the terms or conditions of the policy; or
- c. if the named **insured** or any occupant of the property has been convicted of a crime arising out of acts increasing the hazard insured against; or
- d. upon the occurrence of physical changes in the property insured which increases the hazards originally insured.

This can be done by letting **you** know at least 30 days before the date cancellation takes effect.

Provision 6. Premium Refund is deleted and replaced by the following:

6. Premium Refund

- a. If this policy is cancelled, **you** may either be entitled to a refund, or **you** may owe additional premium. If **you** are entitled to a refund, **we** will send it to **you** within 30 days. However, making or offering to make a refund is not a condition of cancellation.
- b. If this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- c. The effective date of cancellation stated in the notice shall become the end of the policy period.

MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION LIMIT

Missouri law requires all companies provide the following information:

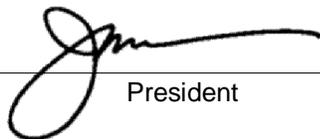
If coverage provided by this policy exceeds the limits of coverage guaranteed by the Missouri Property and Casualty Insurance Guaranty Association, the Association guarantees only that amount of each covered claim which is less than \$300,000. This has no effect on the coverage **we** will provide under **your** policy.

All other provisions of this policy apply.

AUTO CLUB FAMILY INSURANCE COMPANY



Secretary



President