

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI AMENDATORY ENDORSEMENT

THIS ENDORSEMENT INCLUDES LIMITATIONS AND RESTRICTIONS

This endorsement changes the following sections of your policy:

SECTION 1

In **Liability, Coverage A**, paragraph 1. is deleted and replaced by the following:

1. Pay up to "our" limit of liability for the damages for which the "insured" is legally liable; and

In **Exclusions - SECTION 1** item E.13. is added as follows:

13. Financial Transactions

"Bodily injury" or "property damage" arising out of any written or oral statement made by "you" or others on "your" behalf which is material to any financial transaction.

In **Additional Coverages - SECTION 1 (Includes Limitations)** the following is changed:

In item **A. Claim Expenses**, the following paragraph 6. is added:

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

In **Conditions - SECTION 1 (Includes Limitations)** the following is changed:

In item **C. Duties After Occurrence**, paragraph 7. is deleted and replaced by the following:

7. With respect to **C. Damage To Property Of Others** under **Additional Coverages - SECTION 1** "you" must submit to "us" within 60 days after the loss, a sworn statement of loss and show the damaged property, if it is in an "insured's" control.

This 60 day time limitation applies only if failure to comply is prejudicial to "us"; and

In item **F. Suit Against Us**, paragraph 4. is deleted and replaced by the following:

4. Under **Medical Payments, Coverage B** no action can be brought against "us" unless there has been full compliance with all of the terms under **SECTION 1** of this policy and the action is started within ten years after the date of "occurrence",

SECTION 5

In **A. Additional Coverages (Includes Limitations)**, the following is added as the last sentence of paragraph c. (2) in **3. Building Ordinance**:

This exception applies even if the irritant or contaminant has a function with respect to "your" property or "business".

Exclusions - SECTIONS 2 through 6

In item **A.1. Building Ordinance**, the last sentence is deleted and replaced by the following:

This exclusion **A.1.** applies whether or not the property has been physically damaged or even if the irritant or contamination has a function with respect to "your" property or "business",

Item **A.8. Intentional Loss** is deleted and replaced by the following:

8. Intentional Loss

- a. Intentional Loss means any loss arising out of any act an "insured" commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss.

- b. However, this exclusion will not apply to deny payment to an innocent co-"insured", victim of domestic violence, when such coverage would otherwise be excluded under this provision if the "insured":
 - (1) Files a police report; and
 - (2) Completes a sworn affidavit for the insurer that indicates both:
 - (a) The cause of the loss; and
 - (b) A pledge to cooperate in any criminal prosecution of the person committing the act causing the loss.
- c. If payment is made pursuant to paragraph 8.b., payment to the innocent co-"insured" may be limited to such innocent co-"insured's" ownership interest in the property reduced by any payment to a mortgagee or other secured interest. However, "we" shall not be required to make any subsequent payment to any other "insured" for the part of any loss for which the innocent co-"insured" has received payment. In no event will "we" pay more than the limit of liability.

Under the heading **A.18. Any of the following:**, the following is added as the final sentence of paragraph e.:

In this provision, any reference to "pollutants" applies even if the irritant or contaminant has a function with respect to "your" property or "business";

Conditions - SECTIONS 2 through 6 (Includes Limitations)

Item E. **Appraisal** is deleted and replaced by the following:

E. Appraisal

If "you" or "we" fail to agree on the "actual cash value" or the amount of loss, an appraisal of the loss may take place. On the written request of either, each party shall select a competent and impartial appraiser within 20 days after receiving the request from the other. The two appraisers will choose an umpire, who shall be competent in the trade or skill necessary to assess the loss. If they cannot agree upon an umpire within 15 days, "you" or "we" may request that the choice be made by a judge of a court of record in the state where the "residence premises" is located. The appraisers will separately set both the "actual cash value" and the amount of loss. If the appraisers submit a written report of an agreement to "us", the amount agreed upon will be the "actual cash value" or the amount of loss. If the appraisers fail to agree, they will submit their differences to the umpire. The umpire shall make the award within 30 days after the umpire receives the appraisers' submissions of their differences. A decision agreed to by any two will set the amount of "actual cash value" and loss.

Each party will:

- 1. Pay its own appraiser; and
- 2. Bear the other expenses of the appraisal and umpire equally.

Item G. **Suit Against Us** is deleted and replaced by the following:

G. Suit Against Us

No action can be brought against "us" unless there has been full compliance with all of the terms under **SECTIONS 2 through 6** of this policy and the action is started within ten years after the date of loss.

Item H. **Our Option** is amended by adding the following paragraph:

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

- 1. Pay "you" the actual cost of the damage; or
- 2. Repair the damage;

so that "your" property is returned to the same condition it was prior to the fire.

General Policy Conditions (Includes Limitations)

In item D. **Cancellation**, paragraphs 2.b. and 2.c. are deleted and replaced by the following:

2.b. When this policy has been in effect for less than 60 days and is not a renewal with "us", "we" may cancel for any reason by letting "you" know at least 30 days before the date cancellation takes effect.

2.c. When the policy has been in effect for 60 days or more, or at any time if it is a renewal with "us", "we" may cancel:

- (1) If there has been fraud or material misrepresentation affecting the policy or in the presentation of a claim, or violation of any of the terms or conditions of the policy; or
- (2) 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
- (3) If there has been physical changes in the property insured which increase the hazards originally insured.

This can be done by letting "you" know at least thirty (30) days in advance before the date of cancellation.

Item I. **Subrogation**, is amended by adding the following paragraph:

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.

Item Q. **Missouri Property and Casualty Insurance Guaranty Association Act** is added:

Q. Missouri Property and Casualty Insurance Guaranty Association Act

- Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (Act), if "we" are a member of the Missouri Property and Casualty Insurance Association (Association), the Association will pay claims covered under the Act if "we" become insolvent.
- Missouri law requires that this endorsement be attached to all policies that exceed the limitations of coverage provided under the Act. These limitations are shown below.

Limitations of coverage

The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following applies subject to all other provisions of the Act:

1. Claims covered by the Association do not include a claim by or against an "insured" of an insolvent insurer, if that "insured" has a net worth of \$25 million or more on the later of the end of the "insured's" most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes insolvent; provided that an "insured's" net worth on such date shall be deemed to include the aggregate net worth of the "insured" and all of its affiliates as calculated on a consolidated basis.
2. Payments made by the Association for covered claims will include only that amount of each claim which is \$300,000 or less. However the Association will not:
 - a. Pay an amount in excess of the applicable limit of liability of the policy from which a claim arises; or
 - b. Return any unearned premium to an "insured" in excess of \$25,000.

These limitations have no effect on the coverage "we" will provide under this policy.

Should you have a complaint regarding this policy, you may contact:

Customer Relations
COUNTRY Mutual Insurance Company®
P.O. Box 2100
Bloomington, Illinois 61702-2100
Telephone (800) 277-5935

Nothing contained here varies, alters, or extends any provision of this policy except as provided in this endorsement.