

THIS ENDORSEMENT CHANGES THE POICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS - MISSOURI

DEFINITIONS

The following definition is added:

- **"fuel system"** means:
 - a. One or more containers, tanks or vessels which have a total combined fuel storage capacity of 100 or more U.S. gallons; and:
 - (1) Are, or were, used to hold fuel; and
 - (2) Are, or were, located on any one location;
 - b. Any pumping apparatus, which includes the motor, gauge, nozzle, hose or pipes that are, or were, connected to one or more containers, tanks or vessels described in Paragraph a.;
 - c. Filler pipes and flues connected to one or more containers, tanks or vessels described in Paragraph a.;
 - d. A boiler, furnace or a water heater, the fuel for which is stored in a container, tank or vessel described in Paragraph a.;
 - e. Fittings and pipes connecting the boiler, furnace or water heater to one or more containers, tanks or vessels described in Paragraph a.; or
 - f. A structure that is specifically designed and built to hold escaped or released fuel from one or more containers, tanks or vessels described in Paragraph a.

A **fuel system** does not include any fuel tanks that are permanently affixed to a motor vehicle or watercraft owned by an **insured**, used for powering the motor vehicle or watercraft and not used at any time or in any manner for **business**.

SECTION I – PROPERTY COVERAGES COVERAGE C - PERSONAL PROPERTY SPECIAL LIMITS OF LIABILITY

Items 8. and 9. are deleted and replaced by the following:

8. \$5,000 on property, on the **residence premises** used at any time or in any manner for any **business** purpose.
8. \$1,000 on property away from the **residence premises** used at any time or in any manner for

any **business** purpose. However, this limit does not apply to loss to adaptable electronic apparatus as described in Special Limits 10. and 11. below.

ADDITIONAL COVERAGES

8. **Collapse** is deleted and replaced by the following:

8. **Collapse.**

a. With respect to this Additional Coverage:

- (1) Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its current intended purpose.
- (2) A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse.
- (3) A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building.
- (4) A building that is standing or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

b. We insure for direct physical loss to covered property involving collapse of a building or any part of a building if the collapse was caused by one or more of the following:

- (1) Perils Insured Against in Coverage C – Personal Property. These perils apply to covered buildings and personal property for loss insured by this Additional Coverage;
- (2) Decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
- (3) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;

- (4) Weight of contents, equipment, animals or people;
 - (5) Weight of rain which collects on a roof; or
 - (6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.
- c. Loss to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under b.(2) through (6) above unless the loss is a direct result of the collapse of a building or any part of a building.
- d. This coverage does not increase the limit of liability applying to the damaged covered property.

The following additional coverage is added:

- **Ordinance or Law. (Forms HO-2 and HO-3 only)**
 - a. You may use up to 10% of the limit of liability that applies to Coverage A for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:
 - (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
 - (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
 - (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.
 - b. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling,

renovation, repair or replacement of property as stated in a. above.

c. We do not cover:

- (1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
- (2) The costs to comply with any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants on any covered building or other structure.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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

This coverage is additional insurance.

SECTION I – PERILS INSURED AGAINST

If this endorsement or endorsements HA-15, HA-32, HA-615, 57000 MO or 58065 MO are attached to Form **HO-3**, the following is added to Paragraph **C.7.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**.

SECTION I - EXCLUSIONS

The first paragraph of this section is deleted and replaced by the following:

We do not cover any direct or indirect loss or damage caused by, resulting from, contributing to or aggravated by any of these excluded perils. Loss from any of these perils is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

These exclusions apply whether or not the loss event:

- (1) Results in widespread damage;
- (2) Affects a substantial area; or
- (3) Occurs gradually or suddenly.

These exclusions also apply whether or not the loss event arises from:

- (1) Any acts of nature;

- (2) Any human action or inaction;
- (3) The forces of animals, plants or other living or dead organisms; or
- (4) Any other natural or artificial process.

2. **Earth Movement** is deleted and replaced by the following:

2. **Earth Movement**, meaning events that include but are not limited to the following:

- a. Earthquake and earthquake aftershocks;
- b. Volcano activity including but not limited to:
 - (1) Volcanic eruption;
 - (2) Volcanic explosion;
 - (3) Effusion of volcanic material; or
 - (4) Lava flow;
- c. Mudslide, including mudflow, debris flow, landslide, avalanche, or sediment;
- d. Sinkhole;
- e. Subsidence;
- f. Excavation collapse;
- g. Erosion; or
- h. Any expansion, shifting, rising, sinking, contracting, or settling of the earth, soil or land.

This exclusion applies whether or not the earth, soil or land is combined or mixed with water or any other liquid or natural or man made material.

However, loss caused directly by the specific perils:

- a. Fire;
- b. Explosion;
- c. Breakage of building or dwelling glass or safety glazing material, including storm doors or windows; or
- d. Theft;

following any **Earth Movement** is covered.

3. **Water Damage** is deleted and replaced by the following:

3. **Water Damage**, meaning;

- a. Flood, surface water, ground water, storm surge, waves, wave wash, tidal water, tsunami, seiche, overflow of a body of water, or spray from any of these, whether or not a result of precipitation or driven by wind;

b. Any water or water borne material that enters through or backs up from a sewer or drain, or which overflows from a sump;

c. Any water or water borne material located below the surface of the ground including water or water borne material:

(1) Which exerts pressure on, seeps, leaks or flows into:

- (a) Any part of the dwelling or other structures;
- (b) The foundation of the dwelling or other structures;
- (c) Any paved surface located on the **residence premises**; or
- (d) Any spa, hot tub, or swimming pool.

(2) Which causes **earth movement**, or

d. Any overflow, release, migration or discharge of water in any manner from a dam, levee, dike, hurricane barrier or any water or flood control device.

Direct loss by fire, explosion or theft resulting from **water damage** will be covered.

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.

SECTION I - CONDITIONS

2. **Your Duties After Loss.** Paragraph **a.** is deleted and replaced by:

- a. Give us prompt notice. With respect to a loss caused by the peril of windstorm or hail, that notice must occur no later than one year after the date of loss. If you fail to notify us of your intent within the one year timeframe, such failure will not invalidate the claim unless our rights are prejudice by such failure;

3. **Loss Settlement** (Forms HO-2 and HO-3 only) paragraph **c.(4)** is deleted and replaced by the following:

- (4) We will pay no more than the actual cash value of the damage until actual repair or replacement is complete. once actual repair is complete, we will settle the loss according to the provisions of **c.(1)** and **c.(2)** above.

However, if the cost to repair or replace is less than \$2,500 we will settle the loss according to the provisions of **c.(1)** and **c.(2)** above, whether or not actual repair or replacement is complete.

6. **Appraisal** is deleted and replaced by the following:

6. **Appraisal.** If you or we fail to agree on the actual cash value or 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. 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 difference 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:

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

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

8. **Suit Against Us.** No action shall be brought unless there has been compliance with the policy provisions and the action is started within ten years after the occurrence causing loss or damage.

9. **Our Option** is amended by adding the following paragraph with respect to partial loss caused by the peril of fire:

In the event of partial loss to covered property, at your option we shall pay you, up to the limit of liability of this policy, the actual cost of the damage or repair the damage so that your property is returned to the same condition it was prior to the fire.

The following condition is added:

17. **Windstorm or Hail Deductible (Forms HO-2 and HO-3 only)**

Subject to the policy limits that apply, for loss caused directly or indirectly by windstorm or hail, we will pay only that part of the total of all loss payable under Section I that exceeds \$1,000. This deductible applies regardless of any other cause or event contributing concurrently or in any sequence to the loss.

This deductible is not combined with any other policy deductible. If the deductible applicable to all other perils exceeds the windstorm or hail deductible, that deductible will be applied to the amount of the adjusted claim for any loss caused by windstorm or hail.

SECTION II – LIABILITY COVERAGES

COVERAGE E – PERSONAL INJURY

Paragraph **a.** in all forms and endorsements **55621**, **58064** and **58065** is deleted and replaced by the following:

- a. Pay up to our limit of liability for the damages for which the **insured** is legally liable; and

SECTION II - EXCLUSIONS

1. Coverage E – Personal Liability and Coverage F – Medical Payments to Others, items m., n., o. and p. are added as follows:

m. or any loss, cost, payment or expense, including, but not limited to, defense and investigation, of any kind arising out of, resulting from, caused by or contributed to by the actual or alleged presence or actual, alleged or threatened dispersal, release, ingestion, inhalation or absorption of lead, lead pigment, lead compounds or lead in any form which is or was contained or incorporated into any material or substance. This exclusion applies, but is not limited to:

- (1) Any supervision, instructions, recommendations, warnings or advice given in connection with the above;
- (2) Any obligation to share damages, losses, costs, payments or expenses with or repay someone else who must make payment because of such **bodily injury or property damage**, damages, loss, cost, payment or expense; or
- (3) Any request, order or requirement to test for, monitor, abate, mitigate, remediate, contain, remove, dispose of, or in any way respond to or assess the effects of lead, lead pigment, lead compounds or materials or substances containing lead in any form.

n. arising out of, resulting from, caused by or contributed to by the escape or release of fuel from a **fuel system**. This exclusion applies, but is not limited to:

- (1) Any supervision, instructions, recommendations, warnings or advice given in connection with the above;
- (2) Any obligation to share damages, losses, costs, payments or expenses with or repay someone else who must make payment because of such **bodily injury or property damage**, damages, loss, cost, payment or expense; or
- (3) Any request, order or requirement to test for, monitor, abate, mitigate, remediate, contain, remove, dispose of, or in any way respond to or assess the effects of fuel in any form.

However, this exclusion does not apply to **bodily injury or property damage** arising out of fire or explosion that results from such escaped or released fuel.

- o. Arising out of failure to supervise or the negligent supervision of a person that results in one or more of the excluded events in exclusions j., k. and l. above.
- p. Arising out of any written or oral statement made by you or others on your behalf which is material to any financial transaction.

SECTION II - ADDITIONAL COVERAGES

1. **Claim Expenses.** The following paragraph is added:

- e. 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.

The following additional coverage is added:

5. **Property Damage Coverage for Military Personnel and Federal Government Employees:**

If an **insured** is:

- a. A United States Government Employee; or
- b. A member of the United States Military,

We agree to pay for property damage to United States government property, for which such **insured** is responsible under applicable rules or regulations.

Payment for such property damage will be at replacement cost. Under this endorsement "replacement cost" is defined as the amount necessary to repair or replace the damaged property with no deduction for depreciation, subject to the Limit of Liability for this Additional Coverage.

Our Limit of Liability, per **occurrence**, under this Additional Coverage for all damages resulting from any one **occurrence** shall not exceed two months basic pay for the **insured**, as of the time of the **occurrence**.

We will not pay for property damage to:

- a. **Aircraft;**
- b. Motor vehicles, including vehicles not designed for travel on public roads or subject to registration;
- c. Watercraft; or

d. Weapons.

We will not pay for **property damage**:

- a.** To the extent of any amount payable under Section I of this policy; or
- b.** Caused intentionally by any **insured** who is 13 years of age or older.

SECTION I AND SECTION II - CONDITIONS**4. Cancellation.** Subparagraph **b.** is deleted and replaced by the following:

b. We may cancel this policy for the reasons stated in this condition by notifying you in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the declarations. Proof of mailing shall be sufficient proof of notice.

- (1)** When you have not paid the premium, whether payable to us or to our agent or under any finance or credit plan, we may cancel at any time by notifying you at least 10 days before the date cancellation takes effect.
- (2)** 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 notifying you at least 30 days before the date cancellation takes effect.
- (3)** When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel if there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy or if the risk has changed substantially since the policy was issued. This can be done by notifying you at least 30 days before the date cancellation takes effect.
- (4)** When this policy is written for a period longer than one year, we may cancel for any reason at anniversary by notifying you at least 30 days before the date cancellation takes effect.

7. Subrogation. The following paragraph is added:

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.

8. Death. Paragraph **b.** is replaced by the following:

b. Insured includes:

- (1)** An **insured** who is a member of your household at the time of your death, but only while a resident of the **residence premises**; and
- (2)** With respect to your property:
 - (a)** The person having proper temporary custody of the property until appointment and qualification of a legal representative; or
 - (b)** The grantee beneficiary designated under a beneficiary deed, which has been properly recorded prior to the death of the grantor, but only for the period from the date of the person's death until the first of the following occurs:
 - (i)** A period of 30 days from the date of the **insured's** death;
 - (ii)** The date that alternative coverage is obtained on such property; or
 - (iii)** The end of the policy period as shown in the Declarations.

All other provisions of this policy apply.

