

THIS ENDORSEMENT CHANGES THE POICY. PLEASE READ IT CAREFULLY.

## SPECIAL PROVISIONS – MISSOURI

### SECTION I – PROPERTY COVERAGES ADDITIONAL COVERAGES

**12. Ordinance or Law.** The following is added to paragraph **c.(2)**:

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

(This is Additional Coverage **11.** in Form **HO-6.**)

### SECTION I – PERILS INSURED AGAINST

If this endorsement is attached to Form **HO-3** or **HO-6**, the following is added to Paragraph **2.c.(6)(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".

If one or more of the following is attached:	The above provision is added to:
<b>HO-15</b>	Paragraph <b>1.c.(5)(e)</b>
<b>HO-615</b>	Paragraph <b>A.3.e.(5)</b>
<b>HO-84</b>	Paragraph <b>3.j.(5)</b>
<b>HO-86</b>	Paragraph <b>A.3.e.(5)</b>

### 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.

1. **Ordinance Or Law.** The last sentence is deleted and replaced by the following:

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

(This is Exclusion **A.1.** in Form **HO-3** and **HO-6.**)

- A. 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 after-shocks;
- 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.

A. 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 or discharges from a sump, sump pump, or related equipment;

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.

(This is Exclusion A.8. in Form HO-3 and HO-6.)

**SECTION I – CONDITIONS**

2. **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;

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

7. **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. 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 ap-

praisers 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:

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

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

**9. Suit Against Us.** No action can be brought against us unless there has been full compliance with all of the terms under Section I of this policy and the action is started within ten years after the date of loss.

**10. 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, up to the limit of liability of this policy:

- a. Pay you the actual cost of the damage; or
- b. Repair the damage;

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

## SECTION II – LIABILITY COVERAGES COVERAGE E – PERSONAL LIABILITY

Paragraph 1. in all forms and endorsements **HO-82, HO-84, HO-85** and **HO-86** 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

## SECTION II – ADDITIONAL COVERAGES

### 1. Claim Expenses.

The following paragraph is added:

- e. Prejudgment interest awarded against an "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";
- 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 II – EXCLUSIONS

**A. Coverage E – Personal Liability and Coverage F – Medical Payments to Others:** The following exclusions are added:

- 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 **6.**, **7.** and **8.** above.
- Arising out of any written or oral statement made by you or others on your behalf which is material to any financial transaction.

## SECTION I AND SECTION II – CONDITIONS

**3. Cancellation.** Subparagraph **b.(2)** is deleted and replaced by the following:

- (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.

#### 6. 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.

#### 7. 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" 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.

