

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SPECIAL PROVISIONS - MISSOURI

### DEFINITIONS

In forms **HO 2, HO 3, HO 4, HO 5** and **HO 6, 13**.  
"Actual Cash Value" is deleted and replaced by the following:

**13.** "Actual Cash Value" means:

The cost to repair or replace covered property, at the time of loss or damage, whether that property has sustained partial or total loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence.

### SECTION I – PROPERTY COVERAGES

#### C. Coverage C- Personal Property

In forms **HO 2, HO 3** and **HO 5**, under **C. 3. Special Limits of Liability**, item **j.** (item **A. 3. j.** in **HO 4** and item **B. 3. J.** in **HO 6**) is deleted and replaced by the following:

- j.** \$1,500 for electronic equipment and antennas, while in or upon a "motor vehicle", This coverage applies only if such equipment can be operated by power from the "motor vehicle's" electrical system while still having the ability to be operated by other power sources.

In forms **HO 2, HO 3** and **HO5**, Under **C. 3. Special limits of liability**, item **k.** (item **A. 3. k.** in **HO 4** and item **B. 3. K.** in **HO 6**) is deleted and replaced by the following:

- k.** \$1,500 for electronic equipment and antennas used primarily for "business", while away from the "residence premises" and not in or upon a "motor vehicle". Such equipment must be capable of being operated by power from the "motor vehicle's" electrical system while still having the ability to be operated by other power sources.

In forms **HO 2, HO 3** and **HO5**, under **C. 4. Property not Covered**, item **c.** "Motor vehicles" (item **A. 4. c.** in **HO 4** and item **B. 4. c.** in **HO 6**) is deleted and replaced by the following:

- c.** "Motor vehicles" or all other motorized land conveyances including the following, whether furnished by the manufacturer or an individual:
- 1)** their parts or equipment, whether attached to or separated from the "motor vehicle" or motorized land conveyance; or
  - 2)** accessory equipment; or

- 3)** any device or instrument, including accessories or antennas, for the transmitting, receiving, recording or reproduction of sound or picture which can only be operated by the power from the electrical system of the "motor vehicle" or motorized land conveyance. Tapes, discs, reels, cassettes or similar items, including carrying cases for any of these, while in a motorized land vehicle shall not be considered accessory equipment. The most we will pay is \$300 in any one loss, regardless of the number of such items. The loss must be caused by a covered peril.

We do cover vehicles or conveyances not subject to motor vehicle registration which are:

- 1)** used solely to service the "insured's" residence;
- 2)** designed to assist the handicapped; or
- 3)** a motorized golf cart while being operated to or from, or on the premises of a golf course.

In Forms **HO 2, HO 3** and **HO 5, E. 4. Fire Department Services Charge** is deleted and replaced by the following:

#### 4. Fire Department Service Charge

We will pay up to \$500 for your liability assumed by contract, agreement, ordinance or statute for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against.

This coverage is additional insurance. No deductible applies to this coverage.

In Form **HO 4, C. 4. Fire Department Service Charge** is deleted and replaced by the following:

#### 4. Fire Department Service Charge

We will pay up to \$500 for your liability assumed by contract, agreement, ordinance or statute for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against.

This coverage is additional insurance. No deductible applies to this coverage.

In Form **HO 6, D. 4. Fire Department Service Charge** is deleted and replaced by the following:

#### 4. Fire Department Service Charge

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We will pay up to \$500 for your liability assumed by contract, agreement, ordinance or statute for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against.

This coverage is additional insurance. No deductible applies to this coverage.

In Form **HO 5**, under **E. 10. Landlord's Furnishings, k. 2) e)** is added:

- e. Caused by constant or repeated seepage or leakage over a period of weeks, months or years.

### E. Additional Coverages

#### 1. Debris Removal

In Forms **HO 2**, **HO 3**, and **HO 5**, item **E. 1. b.** is deleted and replaced by the following:

- b. We will also pay the reasonable expense you incur, up to \$1000, for the removal from the "residence premises" of:
  - 1) Your tree(s) felled by the peril of Windstorm or Hail or Weight of Ice, Snow or Sleet; or
  - 2) A neighbor's tree(s) felled by a Peril Insured Against under Coverage **C**;

provided the tree(s):

- a) Damage(s) a covered structure;
- b) Does not damage a covered structure, but:
  - i) Block(s) a driveway on the "residence premises" which prevents a "motor vehicle", that is registered for use on public roads or property, from entering or leaving the "residence premises"; or
  - ii) Block(s) a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling building.

The \$1000 limit is the most we will pay in any one loss regardless of the number of fallen trees. No more than \$500 of this limit will be paid for the removal of any one tree.

This coverage is additional insurance.

In Form **HO 6**, item **D. 1. b.** is deleted and replaced by the following:

- b. We will also pay the reasonable expense you incur, up to \$1000, for the removal from the "residence premises" of:

- 1) Your tree(s) felled by the peril of Windstorm or Hail or Weight of Ice, Snow or Sleet; or

- 2) A neighbor's tree(s) felled by a Peril Insured Against under Coverage **C**;

provided the tree(s):

- a) Damage(s) a covered structure;
- b) Does not damage a covered structure, but:
  - i) Block(s) a driveway on the "residence premises" which prevents a "motor vehicle", that is registered for use on public roads or property, from entering or leaving the "residence premises"; or
  - ii) Block(s) a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling building.

The \$1000 limit is the most we will pay in any one loss regardless of the number of fallen trees. No more than \$500 of this limit will be paid for the removal of any one tree.

This coverage is additional insurance.

## SECTION I – PERILS INSURED AGAINST

Item 8. in form HO2 is deleted and replaced by the following:

### 8. Vandalism Or Malicious Mischief

This peril does not include loss to property on the "residence premises", and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

Item A.2.c. 4) in form HO 3 is deleted and replaced by the following :

- 4) Vandalism and malicious mischief, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;

Item 8. in form HO4 is deleted and replaced by the following:

**8. Vandalism Or Malicious Mischief**

This peril does not include loss to property on the "residence premises", and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

Item B. 1. in form HO5 is deleted and replaced by the following:

**B. Under Coverages A and B:**

1. Caused by vandalism and malicious mischief, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;

Item 8. in form HO6 is deleted and replaced by the following:

**8. Vandalism Or Malicious Mischief**

This peril does not include loss to property on the "residence premises", and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

Item **A. 2. c. 6) g)** in form HO 3 is deleted and replaced by the following:

- g)** Birds, vermin, rodents or insects; or animals owned or kept by an "insured";

Item **A. 2. e. 7)** in form HO 5 is deleted and replaced by the following:

- 7)** Birds, vermin, rodents or insects; or animals owned or kept by an "insured";

In Forms **HO 2** and **HO 4**, under **12. Accidental Discharge Or Overflow Of Water Or Steam, b. 5)** is added:

- 5)** Caused by constant or repeated seepage or leakage over a period of weeks, months or years.

In Form **HO 3**, under **B. 12. Accidental Discharge Or Overflow Of Water Or Steam, b. 5)** is added:

- 5)** Caused by constant or repeated seepage or leakage over a period of weeks, months or years.

In Form **HO 5**, under **A.**, the first paragraph of **2. d.** is deleted and replaced by:

- d.** Constant or repeated seepage or leakage over a period of weeks, months or years from within:
- 1)** A plumbing, heating, air conditioning or automatic fire protective sprinkler system or a household appliance on the "residence premises"; or
  - 2)** A storm drain or water, steam or sewer pipes off the "residence premises".

In Form **HO-6**, under **12. Accidental Discharge or Overflow of Water Or Steam, b.6)** is added:

- 6)** Caused by constant or repeated seepage or leakage over a period of weeks, months or years.

**SECTION I - EXCLUSIONS**

**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

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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 5.**)

The first paragraph of Exclusion **B.** in forms **HO 3** and **HO 5** is deleted and replaced with the following:

**B.** We do not insure for loss to property described in Coverages **A** and **B** caused by any of the following. However, any ensuing loss to property described in Coverages **A** and **B** not excluded or excepted in this policy is covered.

### SECTION I - CONDITIONS

In forms **HO 2**, **HO 3** and **HO 5**, Item **C. 2.c** under **Loss Settlement** is deleted and replaced by the following:

- c.** If you receive a settlement under this policy for loss or damage to buildings on an "actual cash value" basis, you may then make an additional claim for payment on a replacement cost basis provided:
- 1) Repair or replacement is completed within 1 year of the date of the loss, unless you request in writing that this time limited be extended for an additional 180 days; and
  - 2) Repair or Replacement is evidenced by the original of the replacement receipt, invoice or bill; and
  - 3) You have not reached the applicable limit of liability under this policy.

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

#### **E. Appraisal**

If you and 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 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.

In form **HO 6**, **F. Other Insurance and Service Agreement** is deleted and replaced by the following:

#### **F. Other Insurance and Service Agreement**

1. If a loss covered by this policy is also covered by:
  - a. Other insurance, except insurance in the name of corporation or association of property owners, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss; or
  - b. A service agreement, except a service agreement in then name of a corporation or association of property owners, this insurance is excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, eve if it is characterized as insurance.
2. If, at the time of loss, there is other insurance or service agreement in the name of a corporation or association of property owners covering the same property covered by this policy, this insurance will be excess over the amount recoverable under such other insurance or service agreement

**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 Section I of this policy and the action is started within ten years after the date of loss.

**H. 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:

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.

**SECTION II - LIABILITY COVERAGES**

**A. COVERAGE E - Personal Liability**

Paragraph 1. is deleted and replaced by the following in all forms:

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

**SECTION II - EXCLUSIONS**

**E. COVERAGE E - Personal Liability and COVERAGE F - Medical Payments To Others**

The following Paragraphs are added:

**11. Failure To Supervise Or Negligent Supervision**

"Bodily injury" or "property damage" arising out of failure to supervise or the negligent supervision of a person that results in one or more of the excluded events in 6.

**Communicable Diseases, 7. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse and 8. Controlled Substance** above.

**12. 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.

**SECTION II - ADDITIONAL COVERAGES**

**A. Claim Expenses**

The following Paragraph is added:

5. 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.

**SECTION I AND II - CONDITIONS**

**C. Cancellation**

In forms **HO 2, HO 3, HO 4, HO 5 and HO 6, C Cancellation** is deleted and replaced by the following:

1. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
2. We may cancel this policy only for the reasons stated below by letting the first named insured know in writing of the date cancellation takes effect. This cancellation notice may be delivered or mailed to the first named insured at the first

named insured's mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.

- a. When you have not paid the premium, we may cancel at any time by letting the first named insured know at least 10 days before the date cancellation takes effect.
- 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 the first named insured know at least 10 days before the date cancellation takes effect.
- c. 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:
  - 1) If there has been a material misrepresentation in the fact which if known to us would have caused us not to issue the policy; or
  - 2) If the risk has changed substantially since the policy was issued.

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

- d. When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting the first named insured know at least 30 days before the date cancellation takes effect.
3. When this policy is cancelled, the premium for the period from the date of cancellation to he expiration date will be refunded pro rata.
4. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

**D. Nonrenewal**

In forms **HO 2, HO 3 HO 4 HO 5 and HO 6, D. Nonrenewal** is deleted and replaced by the following:

We may elect not to renew this policy. We may do so by delivering or mailing to the first named insured at the first named insured's mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

**F. Subrogation**

The following paragraph is added:

If payment is made to an innocent co-"insured" for a loss arising from an act of domestic

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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 right to recover against the perpetrator of the domestic violence.

### G. Death

Paragraph 2. is replaced by the following:

2. "Insured" includes:

- a. 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
- (b) With respect to your property:
  - (1) The person having proper temporary custody of the property until appointment and qualification of a legal representative; or
  - (2) 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:
    - (a) A period of 30 days from the date of the "insured" death;
    - (b) The date that alternative coverage is obtained on such property; or
    - (c) The end of the policy period as shown in the Declarations.

This condition applies, at the time of loss, to **COVERAGE A – Dwelling, COVERAGE B – Other Structures** and **COVERAGE C – Personal Property** as provided by this contract.

In Forms **HO 2, HO 3, HO 5, and HO 6, H. Dwelling** is deleted and replaced by the following:

### H. Dwelling

We insure the dwelling, as described in the declarations of this policy, only as the "residence

premises", while occupied by the "Insured" as the owner, for dwelling purposes and not otherwise.

In Forms **HO2, HO3, HO5 and HO6, I. Dividends** is added:

### I. Dividends

The first named insured is entitled to any dividends which are declared by the Board of Directors and are applicable to coverages in this policy.

In Form **HO4, H. Dividends** is added:

### H. Dividends

The first named insured is entitled to any dividends which are declared by the Board of Directors and are applicable to coverages in this policy.

In forms **HO 2, HO 3, HO 5 and HO 6, item J. Change in Circumstances** is added:

### J. Change in Circumstances

You have a duty to notify us as soon as reasonably possible of any change which may affect the premium or risk under this policy. This includes, but is not limited to, changes:

1. in the title/ownership of the "residence premises"; or
2. in the occupancy or use of the "residence premises".

All other provisions of this policy apply.

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