

SPECIAL STATE PROVISIONS ENDORSEMENT -
MISSOURI

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MISSOURI
4th Edition

Under Section I, Conditions, *Appraisal*, is deleted and replaced as follows:

In case the **insured** and this company shall fail to agree as to the **actual cash value** or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within twenty (20) days of such demand. The appraisers shall first select a competent and disinterested umpire; and failing for fifteen (15) days to agree upon such umpire, then, on request of the **insured** or this company, such umpire shall be selected by a judge of a court of record in the state and county (or city if the city is not within a county) in which the property covered is located. The appraisers shall then appraise the loss, stating separately **actual cash value** and loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. The umpire shall make the award within thirty (30) days after the umpire receives the appraisers' submissions of their differences. An award in writing, so itemized, of any two (2) when filed with this company shall determine the amount of **actual cash value** and loss. Each appraiser shall be paid by the party selecting such appraiser and the expenses of appraisal and umpire shall be paid by the parties equally.

Under Section I, Conditions, *Suit Against Us*, the second sentence is deleted.

Under Section I, Conditions, *Our Options*, is amended by adding the following with respect to partial loss caused by fire:

In case of partial loss to covered property, at *Your Option* and subject to the applicable limit of insurance we shall:

- 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 before the fire.

Under Section II, Additional Coverages, 1. *Claims Expenses*, item d. is deleted and replaced as follows:

- d. prejudgement interest on that part of the judgement we pay, calculated from the date 60 days after an offer of settlement of a claim has been made.

Under Section II, Condition 1. is deleted and replaced as follows:

1. *Limit of Liability*. Our total liability under Coverage E for damages resulting from one **occurrence** will not exceed the limit shown in the Declarations. This limit applies regardless of the number of **insureds**, claims made or **persons** injured.

Our total liability under Coverage F for all medical expenses for **bodily injury** to one **person** resulting from one **occurrence** will not exceed the limit shown in the Declarations.

Under General Condition 5, Cancellation Reason (2), the words "10 days" are changed to "30 days."

Under General Conditions the following is added:

Participating Clause. It is agreed that you are a member of the Company providing this insurance. You shall participate in the distribution of dividends as determined by the Board of Governors, subject to the provisions of law. (Applies only if policy is issued by the Farmers Insurance Exchange.)

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.