

MISSOURI AMENDATORY HOMEOWNERS ENDORSEMENT

This endorsement modifies such insurance as is afforded by this policy and replaces any Missouri Amendatory Homeowners Endorsement previously a part of this policy.

This policy is amended as follows:

DEFINITIONS

The following applies to all policies:

The definitions added in this endorsement are in bold print. However, definitions added in this endorsement do not appear in bold print in **your** policy.

The following is added:

Actual Cash Value means the least of the:

- a. value of damaged property;
- b. change in value of damaged property directly due to the loss;
- c. cost to repair damaged property; or
- d. cost to replace damaged property less a deduction that reflects depreciation, age, condition, and obsolescence; at the time of loss.

Actual cash value may be significantly less than replacement cost.

The following is added:

Fungi mean any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by **fungi**.

Limit is deleted and replaced by the following:

Limit means the **limit** of liability or amount of insurance that applies for the coverage.

Pollutant is deleted and replaced by the following:

Pollutant.

- a. This means any contaminant or irritant regardless if it is:
 - (1) man-made or natural;
 - (2) a solid, liquid, gas, compound; or
 - (3) thermal irritant.
- b. This includes but is **not** limited to:
 - (1) lead, mercury, radon, asbestos, formaldehyde;
 - (2) solvents, alkalis, acids;
 - (3) gasoline, diesel, alcohol, kerosene, heating oil, or any other type of petroleum based or bio-based fuel;
 - (4) garbage, refuse, other waste, material to be recycled; or
 - (5) any substance any governmental agency lists as a controlled chemical or hazardous substance.
- c. **Pollutant** does not mean:
 - (1) the excretion, secretion, or decomposition of any animal; or
 - (2) a contaminant or irritant from a fire loss covered by this policy.

You and **your** is deleted and replaced by the following:

You and **your** mean a named **insured** shown in the Declarations or, if living in the same household:

- a. a named **insured's** spouse; or
- b. a person who has entered into a domestic partnership or civil union with a named **insured** if such partnership or union:
 - (1) is recognized under the laws of the state in which a named **insured** resides;
 - (2) grants equivalent rights and responsibilities to its members as those granted to a spouse under state law; and
 - (3) has been registered with or filed with the state or local government responsible for recording such partnerships or unions.

SUPPLEMENTARY COVERAGES – SECTION I

The following applies to all policies:

The following is added:

Fungi or Bacteria. **Fungi** or bacteria must occur on the **insured premises** and be caused by or result from a cause of loss other than **fungi** or bacteria covered by this policy. The cause of loss and the actual loss itself must occur while this policy is in effect. **Fungi** or bacteria must cause direct physical loss to property covered by this policy.

We will pay up to the **limit** shown in the Declarations for:

- a. the reasonable and necessary costs for work actually performed to:

- (1) clean up, remove and dispose of **fungi** or bacteria from covered property;
 - (2) repair, restore or replace covered property damaged by **fungi** or bacteria; and
 - (3) test the air or property to confirm the absence, presence or level of **fungi** or bacteria only to the extent that there is a reason to believe that there is the presence of **fungi** or bacteria on the **insured premises**; and
- b. a necessary increase in living expenses incurred by **you** so that **your** household can maintain its normal standard of living when a covered loss caused by **fungi** or bacteria makes that part of the **insured premises** where **you** reside uninhabitable.

This coverage does not increase the **limit** applying to the property.

No other coverages apply to **fungi** or bacteria.

The **Fungi** or Bacteria exclusion does not apply to this coverage.

The following applies when this endorsement amends a MISSOURI HOMEOWNERS POLICY GOLD STAR DELUXE FORM (HO-5) and MISSOURI HOMEOWNERS POLICY CONDO-UNIT FORM 6 (HO-6):

The following is added:

Ordinance, Law or Regulation. We will cover an amount up to 10% of the **limit** that applies to Coverage A for the increased costs **you** incur due to the enforcement of any ordinance, law or regulation which requires or regulates:

- a. the construction, demolition, remodeling, renovation or repair of that part of the covered building or other structure on the **insured premises** damaged by a Peril Insured Against; or
- b. the demolition and reconstruction of the undamaged part of a covered building or other structure on the **insured premises**, when that building or other structure must be totally demolished because of damage by the Peril Insured Against to another part of that covered building or other structure.

This coverage includes any costs due to any ordinance, law or regulation **you** incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property on the **insured premises** as stated above. This coverage does not apply unless **you** repair or rebuild **your** property at the present location.

We do not cover the loss in value to any covered building or other structure on the **insured premises** due to the requirements of any ordinance, law or regulation.

We do not cover the remodeling, removal or replacement of the undamaged part of the building or other structure necessary to complete the remodeling, repair or replacement of that part of the dwelling or other structure damaged by a Peril Insured Against.

The Pollution exclusion applies to this coverage whether or not actions are taken at the direction or request of any governmental body, agency or other jurisdiction or due to the requirements of any ordinance, law or regulation.

This coverage does not increase the **limit** applying to the damaged covered property.

The following applies to all policies:

The following is deleted:

Pollutant Cleanup and Removal.

The following applies when this endorsement amends a MISSOURI HOMEOWNERS POLICY GOLD STAR SPECIAL DELUXE FORM (HO-5):

Refrigerated Food Products is deleted and replaced by the following:

Refrigerated Food Products. We will pay for loss to food products in freezers or refrigerators on the **insured premises**, but not to exceed the total **limit** of \$500 for each loss for all food products, when caused by power interruption or mechanical failure.

Power interruption or mechanical failure does not include:

- a. removal of the plug from an electrical outlet; or
- b. turning off an electrical switch unless caused by a Peril Insured Against.

This coverage does not increase the **limit** applying to the damaged property.

The Power Failure exclusion does not apply to this coverage.

The following applies when this endorsement amends a MISSOURI HOMEOWNERS POLICY BASIC FORM 1 (HO-1); MISSOURI HOMEOWNERS POLICY BROAD FORM 2 (HO-2); MISSOURI HOMEOWNERS POLICY SPECIAL FORM 3 (HO-3); MISSOURI HOMEOWNERS POLICY RENTERS BROAD FORM 4 (HO-4); MISSOURI HOMEOWNERS POLICY CONDO-UNIT FORM 6 (HO-6); MISSOURI CUSTOM VALUE HOMEOWNERS POLICY BASIC FORM 1 (CV-1) and MISSOURI CUSTOM VALUE HOMEOWNERS POLICY SPECIAL FORM 3 (CV-3):

Refrigerated Food Products is deleted and replaced by the following:

Refrigerated Food Products. We will pay for loss to food products in freezers or refrigerators on the **insured premises**, but not to exceed the total **limit** of \$250 for each loss for all food products, when caused by power interruption or mechanical failure.

Power interruption or mechanical failure does not include:

- a. removal of the plug from an electrical outlet; or
- b. turning off an electrical switch unless caused by a Peril Insured Against.

This coverage does not increase the **limit** applying to the damaged property.

The Power Failure exclusion does not apply to this coverage.

PERILS INSURED AGAINST – SECTION I

COVERAGE A – DWELLING AND DWELLING EXTENSION and COVERAGE A – REAL PROPERTY

The following applies when this endorsement amends a MISSOURI HOMEOWNERS POLICY SPECIAL FORM 3 (HO-3); MISSOURI HOMEOWNERS POLICY GOLD STAR SPECIAL DELUXE FORM (HO-5); MISSOURI HOMEOWNERS POLICY CONDO-UNIT FORM 6 (HO-6); and MISSOURI CUSTOM VALUE HOMEOWNERS POLICY SPECIAL FORM 3 (CV-3):

LOSSES NOT COVERED is deleted and replaced by the following:

LOSSES NOT COVERED

We do not cover loss to the property described in Coverage A resulting directly or indirectly from, or consisting of, or caused by one or more of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

1. Losses excluded under EXCLUSIONS – SECTION I.
2. **Collapse**, other than as provided in Supplementary Coverages – Section I, under Collapse.
3. **Continuous or Repeated Seepage** or leakage of water or steam from within a plumbing, heating, air-conditioning or automatic fire protection sprinkler system or from within a household appliance which occurs over a period of weeks, months or years.
4. **Freezing** of a plumbing, heating, air-conditioning or automatic fire protection sprinkler system or household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing while the residence is **vacant**, unoccupied or under construction, unless **you** have taken precaution to:
 - a. maintain heat in the building; or
 - b. shut off the water supply and drain the system and appliances of water.
5. **Freezing, Thawing, Pressure or Weight of Water or Ice**, whether or not driven by wind, to:
 - a. a fence, pavement, patio, foundation, retaining wall, bulkhead, pier, wharf or dock; or
 - b. an outdoor swimming pool, outdoor sauna, outdoor whirlpool or hot tub, including filters, pipes, pumps and other related equipment.
6. **Other Causes of Loss:**
 - a. wear and tear, marring, scratching, deterioration;
 - b. inherent vice, latent or inherent defect, mechanical breakdown;
 - c. smog, rust, corrosion, frost, condensation, wet or dry rot;
 - d. smoke from agricultural smudging or industrial operations;
 - e. settling, cracking, shrinking, bulging, or expansion of pavements, patios, foundations, walls, floors, roofs or ceilings;
 - f. insects, arachnids, bats, birds, rabbits, rodents, domestic or farm animals. This also includes any costs to test for, clean up, or remediate any excretion, secretion, or decomposition of any of these animals. This exclusion does not apply to breakage of glass that is part of a building.

If any of these cause water or steam to escape from a plumbing, heating, air-conditioning or automatic fire protection sprinkler system or household appliance, **we** cover loss caused by the water or steam. **We** will only pay for the tear out and repair of any surface part of a building or other structure that **we** deem necessary to access and repair any concealed part damaged by a loss covered by this policy.

We do not cover loss to the system or appliance from which this water or steam escaped.

For the purposes of this provision, a plumbing system or household appliance does not include a roof drain, sump, sump pump, gutter, downspout, drain tile or attached equipment.

7. **Theft** in or from a dwelling while under construction, or of materials and supplies for use in the construction, until completed and occupied.
8. **Vandalism or Malicious Mischief** or breakage of glass and safety glazing if the dwelling has been **vacant** for more than 30 consecutive days immediately before the loss. A dwelling under construction is not considered **vacant**.

However, **we** do cover any resulting loss to property described in Coverage A, from items 2. through 8. above, not excluded or excepted in this policy.

The following applies when the policy includes the Gold Star Elite Endorsement, END. 585:

LOSSES NOT COVERED – COVERAGE A AND COVERAGE B is amended as follows:

Other Causes of Loss is deleted and replaced by the following:

Other Causes of Loss:

- a. wear and tear, marring, scratching, deterioration;
- b. inherent vice, latent or inherent defect, mechanical breakdown;
- c. smog, rust, corrosion, frost, condensation, wet or dry rot;
- d. smoke from agricultural smudging or industrial operations;
- e. settling, cracking, shrinking, bulging, or expansion of pavements, patios, foundations, walls, floors, roofs or ceilings;
- f. birds, vermin, rodents, insects or domestic animals.

If any of these cause water or steam to escape from a plumbing, heating, air-conditioning or automatic fire protection sprinkler system or household appliance, **we** cover loss caused by the water or steam. **We** also cover the cost of tearing out and replacing any part of a building necessary to repair the system or appliance.

We do not cover loss to the system or appliance from which this water or steam escaped.

For the purposes of this provision, a plumbing system or household appliance does not include a roof drain, sump, sump pump, gutter, downspout, drain tile or attached equipment.

EXCLUSIONS – SECTION I

The following applies when this endorsement amends a MISSOURI HOMEOWNERS POLICY BASIC FORM 1 (HO-1); MISSOURI HOMEOWNERS POLICY BROAD FORM 2 (HO-2); MISSOURI HOMEOWNERS POLICY SPECIAL FORM 3 (HO-3); MISSOURI HOMEOWNERS POLICY GOLD STAR SPECIAL DELUXE FORM (HO-5); MISSOURI CUSTOM VALUE HOMEOWNERS POLICY BASIC FORM 1 (CV-1) and MISSOURI CUSTOM VALUE HOMEOWNERS POLICY SPECIAL FORM 3 (CV-3):

PART A

The following exclusions apply to Coverage A – Dwelling and Dwelling Extension, Coverage B – Personal Property, Coverage C – Loss of Use and the Supplementary Coverages – Section I. **We** do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

is deleted and replaced by the following:

PART A

The following exclusions apply to Coverage A – Dwelling and Dwelling Extension, Coverage B – Personal Property, Coverage C – Loss of Use and the Supplementary Coverages – Section I. **We** do not insure for loss consisting of, or caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

The following applies when this endorsement amends a MISSOURI HOMEOWNERS POLICY RENTERS BROAD FORM 4 (HO-4):

PART A

The following exclusions apply to Coverage B - Personal Property, Coverage C - Loss of Use and the Supplementary Coverages - Section I. **We** do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

is deleted and replaced by the following:

PART A

The following exclusions apply to Coverage B - Personal Property, Coverage C - Loss of Use and the Supplementary Coverages - Section I. **We** do not insure for loss consisting of, or caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

The following applies when this endorsement amends a MISSOURI HOMEOWNERS POLICY CONDO-UNIT FORM 6 (HO-6):

PART A

The following exclusions apply to Coverage A - Real Property, Coverage B - Personal Property, Coverage C - Loss of Use and the Supplementary Coverages - Section I. **We** do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

is deleted and replaced by the following:

PART A

The following exclusions apply to Coverage A - Real Property, Coverage B - Personal Property, Coverage C - Loss of Use and the Supplementary Coverages - Section I. **We** do not insure for loss consisting of, or caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

The following applies to all policies under:

Part A

The following is added:

Fungi or Bacteria, meaning the presence, growth, proliferation, spread or any activity of **fungi** or bacteria.

Intentional Loss is deleted and replaced by the following:

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** that 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** who is a 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 b. above, 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 **our limit**.

The following is added:

Loss in Value.

We do not cover any loss in value of any property resulting from the repair or replacement of such property.

The following is added to **Ordinance, Law or Regulation**:

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

Pollution is deleted and replaced by the following:

Pollution, meaning any actual, alleged or threatened discharge, dispersal, release, escape, seepage, trespass, wrongful entry or migration of **pollutants** from any source. This exclusion applies whether or not the property has been physically damaged or if the irritant or contaminant has a function with respect to **your** property or **business**.

The following is added:

Undamaged Part.

We will not pay to repair or replace any undamaged part of any system when any other part of such system is damaged by a covered loss.

The following applies when this endorsement amends a MISSOURI HOMEOWNERS POLICY BASIC FORM 1 (HO-1); MISSOURI HOMEOWNERS POLICY BROAD FORM 2 (HO-2); MISSOURI HOMEOWNERS POLICY SPECIAL FORM 3 (HO-3); MISSOURI HOMEOWNERS POLICY GOLD STAR SPECIAL DELUXE FORM (HO-5); MISSOURI HOMEOWNERS POLICY CONDO-UNIT FORM 6 (HO-6); MISSOURI CUSTOM VALUE HOMEOWNERS POLICY BASIC FORM 1 (CV-1) and MISSOURI CUSTOM VALUE HOMEOWNERS POLICY SPECIAL FORM 3 (CV-3):

Under:

PART C

The following is added:

Hail Cosmetic Damage to Metal Roofing Components.

We will not pay for any damage caused by hail to any metal vent, flashing, drip edge, ridge, valley, accessory, or trim unless such metal component:

- a. will no longer:
 - (1) prevent water from entering the building; or
 - (2) perform any other intended function; or
- b. is attached to a roof plane that has had its roofing surface damaged by hail to the extent that the roofing surface must be replaced. Roofing surface includes but is not limited to shingles, shakes, tiles, slates, panels, sheets, rolled materials, or any type of built-up surface.

However, this exclusion does not apply when **we** determine that such dwelling or other structure is a total loss.

CONDITIONS – SECTION I

The following applies to all policies:

Arbitration is deleted and replaced by the following:

Appraisal. If **you** and **we** fail to agree on the amount of damages as the result of a covered loss, either may demand that the **actual cash value** and the amount of the loss be set by appraisal. In this event, each party will choose a competent and disinterested appraiser within 20 days after receiving a written request from the other. The two appraisers will choose a competent and disinterested umpire. If they cannot agree on 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 **insured premises** is located. The appraisers will appraise the loss, stating separately **actual cash value** and loss to each item. If the appraisers submit a written report of an agreement to **us**, the amount agreed upon will be the amount of the loss. If they fail to agree within a reasonable time, 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. Written agreement signed by any two of these three will set the **actual cash value** and the amount of the loss. **We** will pay **our** appraiser. **You** will pay **your** appraiser. Other expenses and the compensation of the umpire will be paid equally by **you** and **us**.

Loss Payment is deleted and replaced by the following:

Loss Payment. **We** will adjust all losses with **you**. **We** will pay **you** unless some other party is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after **we** receive **your** properly completed proof of loss and:

- a. **we** reach agreement with **you**;
- b. there is an entry of a final judgment; or
- c. there is a filing of an appraisal award with **us**.

The following applies when this endorsement amends a MISSOURI HOMEOWNERS POLICY BASIC FORM 1 (HO-1); MISSOURI HOMEOWNERS POLICY BROAD FORM 2 (HO-2); MISSOURI HOMEOWNERS POLICY SPECIAL FORM 3 (HO-3); MISSOURI

HOMEOWNERS POLICY GOLD STAR SPECIAL DELUXE FORM (HO-5); MISSOURI HOMEOWNERS POLICY CONDO-UNIT FORM 6 (HO-6); MISSOURI CUSTOM VALUE HOMEOWNERS POLICY BASIC FORM 1 (CV-1) and MISSOURI CUSTOM VALUE HOMEOWNERS POLICY SPECIAL FORM 3 (CV-3) or when a policy includes the Gold Star Homeowners Amendatory Endorsement, END. 587:

The following is added to **Loss Value Determination**:

Replacement cost coverage for a damaged dwelling, real property or other structure does not include any cost to repair or replace damaged property due to the requirements of any ordinance, law or regulation, unless specifically provided under this policy.

The following applies when this endorsement amends a MISSOURI HOMEOWNERS POLICY BASIC FORM 1 (HO-1); MISSOURI HOMEOWNERS POLICY BROAD FORM 2 (HO-2); MISSOURI HOMEOWNERS POLICY SPECIAL FORM 3 (HO-3); MISSOURI HOMEOWNERS POLICY GOLD STAR SPECIAL DELUXE FORM (HO-5); MISSOURI HOMEOWNERS POLICY CONDO-UNIT FORM 6 (HO-6); MISSOURI CUSTOM VALUE HOMEOWNERS POLICY BASIC FORM 1 (CV-1) and MISSOURI CUSTOM VALUE HOMEOWNERS POLICY SPECIAL FORM 3 (CV-3):

The following is added:

Duplicate Payment. The amount **we** pay **you** for any Loss Settlement under Coverage A:

- a. will not duplicate any amount **we** have already paid **you** for any previous loss or losses to the same damaged property when such property has not been repaired or replaced; and
- b. will be reduced by the amount **we** previously paid **you** that **you** have not actually spent to repair or replace such property.

The following is added:

Matching of Undamaged Property. **We** will not pay to repair or replace undamaged property due to mismatch between undamaged material and new material used to repair or replace damaged material because of:

- a. texture, dimensional differences;
- b. color, fading, oxidation, weathering differences;
- c. wear and tear, marring, scratching, deterioration; or
- d. obsolescence or discontinuation.

We do not cover the loss in value to any property due to mismatch between undamaged material and new material used to repair or replace damaged material.

LIABILITY COVERAGES – SECTION II

The following applies to all policies:

Under:

COVERAGE D - PERSONAL LIABILITY COVERAGE:

The following is added:

Dangerous Dog and Exotic Animal Liability Limit.

The dangerous dog and exotic animal liability **limit** shown in the Declarations is the most **we** will pay for compensatory damages for which an **insured** is legally liable because of **bodily injury** or **property damage** caused by an **occurrence** arising out of:

- a. a dangerous dog **you**, any **insured**, or any member of **your** household owns or has in his or her care, custody, or control.
 - (1) Dangerous dog means any dog:
 - (a) trained or used as an attack or guard dog;
 - (b) previously deemed to be vicious, aggressive, or dangerous as defined by any state or local law, regulation, or ordinance; or
 - (c) that has a prior history of biting or vicious act that:
 - i. resulted in death to a person;
 - ii. required any type of professional medical treatment; or
 - iii. was reported to any governmental agency.
 - (2) A dangerous dog does not mean a trained attack or guard dog that is currently, or was previously, owned by a governmental agency and is in **your**, any **insured's**, or any member of **your** household's, care, custody, or control.
- b. an exotic animal **you**, any **insured**, or any member of **your** household owns or has in his or her care, custody, or control.

Exotic animal means a:

- (1) non-domesticated feline;
 - (2) non-human primate;
 - (3) venomous or poisonous animal;
 - (4) caiman, alligator, or crocodile;
 - (5) bear;
 - (6) wolf;
 - (7) jackal;
 - (8) fox; or
 - (9) coyote;
- including any hybrid of these animals.

EXCLUSIONS – SECTION II

The following applies to all policies:

Under:

Coverage D - Personal Liability and Coverage E - Medical Expense do not apply to:

Abuse is deleted and replaced by the following:

Sexual Molestation or Misconduct, Corporal Punishment, Physical or Mental Abuse.

We will not cover **bodily injury** or **property damage** arising out of or resulting from sexual molestation or misconduct, corporal punishment, physical or mental abuse.

- a. This includes any actual or alleged:
 - (1) sexual molestation or misconduct by any **insured**:
 - (a) including but not limited to personal interaction or photographic, video, or any other display of sexual activity;
 - (b) regardless of whether or not consent is given;
 - (2) corporal punishment; or
 - (3) physical or mental abuse resulting from acts or omissions of any **insured**.
- b. This exclusion applies regardless of:
 - (1) intent to cause injury; or
 - (2) the theory of relief pursued, asserted, or claimed by anyone seeking compensation under this policy.

The following is added:

Excretion, Secretion, or Decomposition of any Animal. **We** will not cover **bodily injury** or **property damage** arising out of or resulting from excretion, secretion, or decomposition of any animal.

Illegal Consumption of Alcohol is deleted and replaced by the following:

Alcohol Supply to Underage Persons.

We will not cover **bodily injury** or **property damage** arising out of any act or failure to act of any **insured** who:

- a. knowingly permits;
 - b. takes action to enable; or
 - c. fails to take reasonable action to prevent;
- any person under the legal age to consume alcohol.

Intentional Injury is deleted and replaced by the following:

Expected or Intended. **We** will not cover **bodily injury** or **property damage** arising out of an expected or intended act or omission.

- a. This includes any type of **bodily injury** or **property damage** that an **insured**:
 - (1) intends; or
 - (2) may expect to result from any intentional act or omission.
- b. This exclusion applies even if the **bodily injury** or **property damage** is:
 - (1) of a different kind, quality, or degree than intended;
 - (2) to a different person or property than intended;
 - (3) the result of a willful and malicious act, no matter at whom the act was directed;
 - (4) unexpected or unforeseen by the person injured or the owner of the property damaged; or
 - (5) sustained regardless of whether an **insured**:
 - (a) is under the influence of alcohol or any controlled substance;
 - (b) lacks the mental capacity to govern his or her conduct; or
 - (c) is deemed not to have had the mental capacity to form the legal intent to commit the act or omission.
- c. This exclusion applies regardless of the theory of relief pursued, asserted, or claimed by anyone seeking compensation under this policy.

Pollution Damage is deleted and replaced by the following:

Pollution. **We** will not cover **bodily injury** or **property damage** arising out of pollution.

- a. This includes any actual, alleged, or threatened:
 - (1) discharge, dispersal, release, escape, seepage, trespass, wrongful entry, migration; or
 - (2) ingestion, inhalation, or absorption;of any **pollutant** from any source.
- b. This includes any cost or expense to:
 - (1) abate, test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose; or
 - (2) in any way respond to, or assess the effects;of any **pollutant** from any source.

Under:

Coverage D - Personal Liability does not apply to:

Punitive Damages is deleted and replaced by the following:

Punitive, Statutorily Imposed, or Court Ordered Damages. We will not cover punitive, statutorily imposed, or court ordered damages.

This includes any Personal Liability for:

- a. punitive, exemplary, statutorily imposed, multiple, or aggravated damages;
- b. fines, penalties, or court ordered restitution; or
- c. awarded or statutorily mandated attorney fees related to a. or b. above.

GENERAL CONDITIONS

The following applies to all policies:

Subrogation is deleted and replaced by the following:

Subrogation. If we pay 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.

Waiver or Change of Policy Provisions is deleted and replaced by the following:

Waiver or Change of Policy Provisions. You are authorized to request changes in this policy, on behalf of all insureds, if we agree to those changes. A provision of this policy is waived or changed only if we put it in writing.

Our request for appraisal or examination does not waive **our** rights.

All other terms remain unchanged.

SPECIMEN