

AMENDATORY ENDORSEMENT MISSOURI

1. Guaranty Association Coverage Limitations

If "we" are a member of the Missouri Property and Casualty Insurance Guaranty Association (the Association), and subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (the Act), the Association will pay claims covered under the Act if "we" become insolvent.

The Act contains various exclusions, conditions, and limitations that control a claimant's eligibility to collect payment from the Association and affect the amount of any payment.

In accordance with other provisions of the Act, the following limitations apply:

- a. claims covered by the Association do not include a claim by or against an insured of an insolvent insurer if the insured has a net worth of more than \$25 million, as defined by Section 375.772 RSMo., on the date the insurer becomes insolvent.
- b. Payments made by the Association for covered claims will include only the amount of each claim which is less than \$300,000.

However, the Association will not:

- 1) pay any amounts greater than the applicable limit of insurance of the policy from which a claim arises; or
- 2) return to an insured any unearned premium in excess of \$25,000.

These limitations have no effect on the coverage provided by this policy.

2. Under Definitions, the following is added to the definition of "pollutant":

This includes, but is not limited to, an irritant, contaminant, or emission that serves any purpose with respect to:

- a. the ownership, maintenance, or use of:
 - 1) an "insured premises" or operations that are necessary or incidental to an "insured premises"; or
 - 2) a "motorized vehicle" or watercraft; or
- b. a "business" or "farming" operation, premises, site, or location.

3. Under How Much We Pay For Loss Or Claim, Insurance Under More Than One Policy is deleted and replaced by the following:

Insurance Under More Than One Policy --

- a. **Property Coverage** -- If there is other valid and collectible insurance that applies to the loss, "we" pay "our" share of the loss. "Our" share is that part of the loss that the "limit" of this policy bears to the total amount of insurance that applies to the loss. When a loss is also covered by the master policy of an association or corporation of property owners, this insurance is excess.
- b. **Coverage L -- Personal Liability** -- This insurance is excess over other valid and collectible insurance that applies to the loss or claim. However, this does not apply to insurance written specifically to provide coverage in excess of the "limits" that apply in this policy.

If the other insurance is also excess, "we" pay only "our" share of the loss. "We" pay only that part of the loss that the applicable "limit" under this policy bears to the total amount of insurance covering the loss.

4. Under Policy Conditions, Cancellation and Nonrenewal is deleted and replaced by:

Cancellation -- "You" may cancel this policy by returning the policy to "us" or by giving us written notice and stating at what future date coverage is to stop.

"We" may cancel this policy by written notice to "you" at the address shown on the "declarations". Proof of delivery or mailing is sufficient proof of notice.

If "we" cancel this policy, "we" will give "you" notice at least five days before cancellation is effective.

"Your" return premium, if any, will be refunded at the time of cancellation or as soon as practical. Payment or tender of the unearned premium is not a condition of cancellation.

5. Under Policy Conditions, item a. of Suit Against Us is deleted and replaced by the following:

- a. **Property Coverages** -- The suit is brought within 12 months after the loss.

If a law of the state where the premises is located makes this time period invalid, the suit must be brought within the time period allowed by the law.

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