

AMENDATORY ENDORSEMENT MISSOURI

1. The following Common Policy Conditions are deleted and replaced by the following with respect to all coverages provided by this policy:

- a. **Assignment** -- This policy may not be assigned without "our" written consent.
- b. **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. Such notice may also be delivered by electronic means if "you" have affirmatively consented to that method of delivery and have not withdrawn such consent. 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.

- c. **Change, Modification, or Waiver of Policy Terms** -- A waiver or change of the "terms" of this policy must be issued by "us" in writing to be valid.
- d. **Examination of Books and Records** -- "We" may examine and audit "your" books and records that relate to this policy during the policy period and within three years after the policy has expired.
- e. **Inspections** -- "We" have the right, but are not obligated, to inspect "your" property and operations at any time. This inspection may be made by "us" or may be made on "our" behalf. An inspection or its resulting advice or report does not

warrant that "your" property or operations are safe, healthful, or in compliance with laws, rules, or regulations. Inspections or reports are for "our" benefit only.

2. The following Common Policy Condition is added with respect to all coverages provided by this policy:

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.

3. Under Property Coverages, Additional Coverages, Debris Removal, Time Limitation is amended to include the following:

However, "your" failure to report these expenses to "us" in writing within 180 days from the date of direct physical loss to covered property will not be reason to deny "your" claim unless such failure prejudices "our" rights under this policy.

4. Under Property Coverages, Additional Coverages, Pollutant Clean Up And Removal, Restrictions, item a. is amended to include the following:

However, "your" failure to report these expenses to "us" in writing within 180 days from the date the covered peril occurs, will not be reason to deny "your" claim unless such failure prejudices "our" rights under this policy.

5. Under Property Coverages, Additional Exclusions, Criminal, Fraudulent, Dishonest, Or Illegal Acts is amended to include the following:

However, if a loss results from a pattern of domestic violence committed by or at the direction of an "insured", this exclusion will not apply to an otherwise covered loss suffered by another "insured" who did not cooperate with or contribute to the act that caused the loss. The innocent "insured" must file a police report and complete a sworn affidavit for "us" that indicates both the cause of the loss and a pledge to cooperate in any criminal prosecution of the person committing the act causing the loss.

Subject to all other "terms" of this policy, "our" payment to an "insured" who did not cooperate in or contribute to the act that caused the loss may be limited to that person's insurable interest in the property, less any payment made to a mortgagee or other party with a legal secured interest in the property.

6. Under Property Coverages, the following section is added:

INVESTIGATION OF CLAIMS

Unless "we" need more time to investigate "your" claim, "we" will give "you" notice of "our" intent to accept or deny "your" claim within 15 working days after receipt of a duly executed proof of loss.

If "we" deny "your" claim, "we" will give "you" written notice of "our" denial. "Our" notice will identify any provision of this policy on which the denial is based.

If "we" need more time to investigate "your" claim, "we" will give "you" notice of "our" need for more time within 15 working days after receipt of a duly executed proof of loss. "Our" notice will state why more time is needed.

If "our" investigation cannot be completed within 45 days of the date of "our" initial notice, "we" will give "you" written notice to state why more time is needed. "We" will give "you" such notice within 45 days of the date of "our" initial notice.

"We" will continue to give "you" written notice every 45 days thereafter to state why more time is needed until "we" give "you" notice of "our" intent to accept or deny "your" claim.

7. Under Property Coverages, Valuation Of Property Losses, Replacement Cost, Limitations, item c. is amended to include the following:

However, "your" failure to inform "us" of "your" intent to make a claim for any additional amount payable under these Replacement Cost "terms" within 180 days after the loss will not be reason to deny such claim unless such failure prejudices "our" rights under this policy.

8. Under Property Coverages, How Much We Pay is amended to include the following:

Fire Loss To Real Property -- In the event of a fire loss to covered real property the "limit" for a covered building or structure represents its value.

If other insurance applies to the loss, and in the absence of willful fraud or misrepresentation on the part of the "insured", the combined "limits" of all policies covering a building or structure represents its value.

9. Under Property Coverages, Loss Payment, Our Options is amended to include the following:

For partial loss to covered property caused by fire, at "your" option and up to "our" "limit", "we" will:

- a. pay the actual amount of the damage; or
- b. repair the damage so that the property is restored to its condition before the fire.

10. Under Property Coverages, Additional Conditions, Appraisal, the second paragraph is deleted and replaced by the following:

If either party makes a written demand for appraisal, each selects a competent, independent appraiser and notifies the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, "you" or "we" can ask a judge of a court of record in the state and county (or city if the city is not within a county) where the property is located to select an umpire.

11. Under Property Coverages, Additional Conditions, Appraisal is amended to include the following:

The umpire will make a decision within 30 days after receipt of the appraisers' differences.

12. Under Property Coverages, Additional Conditions, Subrogation is amended to include the following:

An innocent "insured" who is the subject of domestic violence by another "insured" cannot waive his or her right to recover. "We" retain all rights set forth by this Subrogation condition with regard to "our" right to recover, up to the amount "we" pay, for loss caused by an act of domestic violence.

13. Under Commercial Liability Coverages, Coverage M -- Medical Payments, item 1.b.2) is deleted and replaced by the following:

- 2) they are incurred and reported within one year of the accident. However, expenses reported to "us" later than one year after the date of the accident will not be denied solely because of the late submission unless this late submission prejudices "our" rights; and