

**MISSOURI AMENDATORY ENDORSEMENTS**

THESE ENDORSEMENTS CHANGE YOUR POLICY PLEASE READ THEM CAREFULLY

**Part I. STANDARD POLICY TERMS**

We have changed the Cancellation provisions found under the Termination section of the **STANDARD POLICY TERMS**.

Paragraph A of the Termination section of **THE STANDARD POLICY TERMS** is deleted in its entirety and replaced by the following;

**A. Cancellation.** This policy may be cancelled during the policy period as follows:

1. The **named insured** shown in the **Declarations** may cancel by:
  - a) Returning this policy to **us**; or
  - b) Giving **us** advance written notice of the date cancellation is to take effect.
2. **We** may cancel by mailing to the **named insured** shown in the **Declarations** at the address shown in this policy:
  - a) Not less than 10 days notice if cancellation is for nonpayment of premium; or
  - b) Not less than 10 days notice if notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or
  - c) Not less than 30 days notice in all other cases.
3. Except as provided for herein, **we** will cancel only for any of the reasons set forth below:
  - a) For non-payment of premium.
  - b) If **your** driver's license has been suspended or revoked. This must have occurred:
    - (1) During the policy period; or
    - (2) Since the last anniversary of the original effective date if the policy period is other than one year.However, in the event that more than one person is named as insured and only one of the persons named has his/her driver's license suspended or revoked then **we** will not cancel the policy but may issue an exclusion, providing by name, that coverage will not be provided under the terms of the policy while such **person** is operating an **insured car** during any period of suspension or revocation.
  - c) Any other reason permitted by the law of the state in which this policy was delivered.

**Part II. COVERAGE A – LIABILITY**

We have changed the definition of an **insured driver** under the **INSURING AGREEMENT** section of **COVERAGE A-LIABILITY**. Paragraph A of the **INSURING AGREEMENT** section is deleted in its entirety and replaced with the following:

**A. Insured driver** as used in, **COVERAGE A-LIABILITY**, means:

1. **You** for the ownership, maintenance or use of any **car** or **trailer**;
2. Any **family member** who does not **own** a **car** for the maintenance or use of any **car** or **trailer**;
3. Any **person** using an **insured car** with **your** consent, if the use is within the scope of that consent. Any coverage that **we** provide to a **person** using an **insured car** with **your** consent shall be excess over any other insurance coverage available to the **person** using an **insured car** with **your** consent. Any **person** using an **insured car** without **your** consent or outside the scope of that consent shall only be afforded coverage under this policy if mandated by a **Compulsory Insurance Law** of the state in which any **accident** occurs and then only to the extent mandated by law with such coverage being excess to any other insurance coverage available to the **person** using an **insured car**; and
4. A **secondary insured** for the ownership, maintenance, and use of an **insured car**. Coverage does not extend to a **secondary insured** for the ownership, maintenance, or use, of any **car** or **trailer**, except for an **insured car**, unless such **secondary insured** qualifies for such coverage as a **family member**.

**Part III. UNINSURED MOTORISTS COVERAGE**

We have added the following coverage to your policy:

**UNINSURED MOTORISTS COVERAGE**

**INSURING AGREEMENT**

- A. We** will pay compensatory damages which an **insured** is legally entitled to recover from the **owner** or operator of an **Uninsured motor vehicle** because of:
1. **Bodily injury** sustained by an **insured**; and
  2. caused by an **accident**.

The *owner's* or operator's liability for these damages must arise out of the ownership, maintenance or use of an *uninsured motor vehicle*.

Any judgment for damages arising out of a suit brought without *our* written consent is not binding on *us*.

**B. *Insured*** as used in this Part means:

1. *You*;
2. Any *family member* that does not own a *car*;
3. Any *family member* that owns a *car*, but only while *occupying your insured car*; or
4. Any other *person occupying your insured car* .

**C. *Uninsured motor vehicle*** means a land motor vehicle or *trailer* of any type:

1. To which no liability bond or policy applies at the time of the *accident*, by or through any *person* or organization, including, but not limited to, any *owner*, operator, or occupant.
2. To which a liability bond or policy does apply at the time of the *accident*, but the amount of such bond or policy is less than the minimum limit for liability specified by the financial responsibility laws of the state of Missouri.
3. Which is a hit-and-run vehicle whose operator or *owner* cannot be identified and causes an accident resulting in *bodily injury* provided that the *insured person*, or someone on his or her behalf, reports the accident to the police or civil authority within twenty-four (24) hours or as soon as practicable after the *accident*.  
If there is no physical contact with the hit-and-run vehicle the facts of the *accident* must be proved. *We* may request supporting evidence other than the testimony of a *person* making a claim under this or any similar coverage to support the validity of such claim.
4. To which a liability bond or policy applies at the time of the accident but the bonding or insuring company:
  - a) Denies coverage; or
  - b) Is or becomes insolvent within one year after an accident.

However, *uninsured motor vehicle* does not include any vehicle or equipment:

1. *Owned* by or furnished or available for the regular use of *you* or any *family member*, any *relative* or any *resident*.
2. *Owned* or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer that is or becomes insolvent.
3. Is *owned* or operated by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.
7. That is an *underinsured motor vehicle* as defined as follows – *underinsured motor vehicle* means a land motor vehicle or *trailer* of any type to which a *bodily injury* liability bond or policy applies at the time of the accident but the amount paid for *bodily injury* under that bond or policy to an *insured* is not enough to pay the full amount the *insured* is legally entitled to recover as damages.

### **EXCLUSIONS – WHAT WE DO NOT COVER**

- A.** *We* do not provide Uninsured Motorists Coverage for *bodily injury* sustained by any *person* or *insured* while *occupying* or when struck by any motor vehicle owned by *you*, any *family member*, any *relative* or any resident which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
1. *We* do not provide Uninsured Motorists Coverage for any *person* that settles, without *our* written consent, any claim against an *owner* or operator of an *uninsured motor vehicle*. This exclusion does not apply if such settlement does not prejudice *our* right to recover payment.
  2. For any *person* while *occupying* an *insured car* while it is being used in a *delivery related business*. This exclusion does not apply to a share-the-expense car pool.
  3. For any *person* who uses an *insured car* without *your* express or implied consent or outside the scope of that consent.
- B.** *We* do not provide Uninsured Motorists Coverage for punitive or exemplary damages or damages for aggravating circumstances which are the type of damages imposed to:
1. Punish a wrongdoer; or
  2. to detour others from similar conduct.

### **LIMIT OF LIABILITY**

- A.** *Our* limit of liability for each *insured* under this Part is the limit of liability shown in the *Declarations* for each *person* for Uninsured Motorists Coverage and is *our* maximum limit of liability for all damages arising out of *bodily injury* to one *person* in any *car accident*, such damages include, but are not limited to - damages for past or future care or medical expenses, loss of past or future earnings, and general damages for past or future pain and suffering. *Bodily injury* to one *person* includes all injury and damages to others deriving out of and resulting from this *bodily injury*, and all emotional distress sustained by other *persons* who do not sustain *bodily injury* such damages include, but are not limited to - costs for care or medical services, loss of companionship or services, loss of consortium, loss of support, claims for emotional distress, and wrongful death. Subject to this limit for each *person*, the limit of liability shown in the *Declarations* for each *accident* for Uninsured Motorists Coverage is *our* maximum limit of liability for all damages for *bodily injury* resulting from any one *accident*. The limit of liability is the most *we* will pay regardless of the number of:

1. *Persons* who may be eligible for coverage;
  2. Claims made;
  3. *Cars* or premiums shown in the *Declarations*; or
  4. *Cars* involved in the *accident*.
- B. Any amounts otherwise payable for damages under this coverage shall be reduced by all sums paid because of the *bodily injury* by or on behalf of *persons* or organizations who may be legally responsible. This includes all sums paid under *Coverage A - Liability*; or
1. Any workers compensation law,
  2. disability benefits law or similar law.
- C. Any payment under this coverage will reduce any amount that *insured* is entitled to recover for the same damages under *Coverage A - Liability*.

#### **OTHER INSURANCE**

If an *insured* sustains *bodily injury* as a pedestrian or while *occupying* any other vehicle other than an *insured car* this coverage applies only on an excess basis to any other applicable Uninsured Motorists Coverage. Subject to this provision, *we* are liable only for *our* share. *Our* share is that percentage of the damages that the limit of liability of this coverage bears to the total of all uninsured motor vehicle coverage applicable to the *accident*.

If an *insured* under this part is not *you*, *your spouse*, or a *family member* who does not *own a car*, *we* shall only provide coverage under this part on an excess basis over any other Uninsured Motorists Coverage available to that *insured*.

#### **INSURED'S DUTIES UNDER THIS PART**

- A. A *person* seeking Uninsured Motorists Coverage under this part must:
1. Notify the police, within 24 hours, if a hit-and-run driver is involved;
  2. Notify *us* within 30 days if a hit-and-run driver is involved;
  3. Promptly send *us* copies of the legal papers if a suit is brought.
  4. As requested provide *us* with written documentation of all economic losses including but not limited to medical records, employment records, income tax records, and insurance records.
  5. As requested provide *us* with authorizations or court orders allowing *us* to obtain medical records, employment records, income tax records and insurance records.

#### **Part IV. GUARANTY ASSOCIATION**

*We* have added the following provision to your policy as a new section under **STANDARD POLICY TERMS**

#### **MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION COVERAGE LIMITATIONS**

Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (the Act), if *we* are a member of the Missouri Property and Casualty Association (the Association) the Association will pay claims under the Act if an insurer involved with a claim becomes insolvent.

Payments made by the Association for covered claims will include only that amount of each claim which is less than \$300,000. However, the Association will not pay an amount in excess of the applicable limit of liability of the policy from which a claim arises. The Association will not pay any claims to an insured with net assets in excess of twenty-five million dollars on the date the insurer becomes insolvent. The Association will not return to the insured any unearned premiums in excess of \$25,000.00.

The claims covered by the Association are subject to the limitations of coverage provided by the Act, including but not limited to:

The association shall be obligated to the extent of the covered claims existing prior to the date of a final order of liquidation or a judicial determination by a court of competent jurisdiction in the insurer's domiciliary state that an insolvent insurer exists and arising within thirty days from the date or at the time of the first such order or determination, or before the policy expiration date if less than thirty days after such date, or at the time the insured replaces the policy or causes its cancellation, if he does so within thirty days of such date.

These limitations have no effect on the coverage *we* provide under this policy.