

MISSOURI AMENDATORY HOMEOWNERS ENDORSEMENT

This endorsement modifies such insurance as is afforded by 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**.

Business is deleted and replaced by the following:

Business means any full-time, part-time, or occasional activity engaged in for economic gain. It does not include:

1. day care services:
 - a. an **insured** provides that generate less than \$2,500 dollars in gross receipts during the policy term.
 - b. an **insured** provides for relatives in the **insured's** home or the relative's home, regardless of the gross receipts.
2. the use of any **insured premises**:
 - a. as a dwelling rental on an occasional basis; or
 - b. as a rental, in part, for up to two roomers or boarders.
3. the following activities performed by a self-employed **insured** who is under 19 years old or under 21 years old if a full-time student:
 - a. newspaper delivery,
 - b. babysitting, and
 - c. routine lawn care.
4. a hobby farm with:
 - a. fewer than seven animals (not including chickens or other domestic fowl) for personal use, consumption, or 4H projects;
 - b. fewer than 26 acres; and
 - c. actively farmed for personal use only.

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 maximum dollar amount of insurance provided by this policy for a coverage, as shown in the Declarations or otherwise specified in the policy.

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.

The following is added:

Replacement cost means the cost to repair or replace damaged, destroyed or stolen property, without deducting an allowance for depreciation, age, condition, and obsolescence.

Vacant is deleted and replaced by the following:

Vacant means being without occupant, regardless of the presence of contents, including when the **insured** has established another residence and does not intend to reoccupy this dwelling.

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 SPECIAL DELUXE FORM (HO- 5):

Increased Building Replacement Coverage is deleted and replaced by the following:

Increased Building Limit. We will settle covered losses to the dwelling under Coverage A – Dwelling and to detached garage(s) under Dwelling Extension at **replacement cost** up to a maximum of 120% of the Coverage A **limit**, subject to the following provisions:

- a. **You** have insured **your** dwelling and detached garage(s) to a minimum of 100% of the amount required to replace the dwelling as estimated by **our** residential building cost guide.
- b. **You** have notified **us** within 90 days of the start of any new detached garage valued at \$5,000 or more or any additions to or remodeling of the dwelling or detached garage which increase the amount required to replace the dwelling by \$5,000 or more. If **you** fail to notify **us** within 90 days, **our** payment will not exceed the Coverage A **limit**, as outlined in Conditions – Section I, under Loss Value Determination.
- c. **You** have paid any additional premium due for the increase in value.

The Increased Building Limit only applies to dwellings and detached garage(s) that are repaired or replaced after a covered loss. This coverage does not apply to dwellings or detached garage(s) under construction until completed and occupied.

The following applies when this endorsement amends a MISSOURI HOMEOWNERS POLICY GOLD STAR SPECIAL 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 60 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 this endorsement amends a MISSOURI HOMEOWNERS POLICY SPECIAL FORM 3 (HO-3); MISSOURI HOMEOWNERS POLICY RENTERS BROAD FORM 4 (HO-4); 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):

COVERAGE B – PERSONAL PROPERTY

Under 8., the phrase:

We do not cover loss to property on the **insured premises** if the dwelling has been **vacant** for more than 30 consecutive days immediately before the loss.

is deleted and replaced by the following:

We do not cover loss to property on the **insured premises** if the dwelling has been **vacant** for more than 60 consecutive days immediately before the loss.

Under 10., the phrase:

We do not cover loss on the **insured premises** if the dwelling has been **vacant** for more than 30 consecutive days immediately before the loss.

is deleted and replaced by the following:

We do not cover loss on the **insured premises** if the dwelling has been **vacant** for more than 60 consecutive days immediately before the 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); and MISSOURI CUSTOM VALUE HOMEOWNERS POLICY BASIC FORM 1 (CV-1):

Under 8., the phrase:

We do not cover loss to property on the **insured premises** if the dwelling has been **vacant** for more than 30 consecutive days immediately before the loss.

is deleted and replaced by the following:

We do not cover loss to property on the **insured premises** if the dwelling has been **vacant** for more than 60 consecutive days immediately before the loss.

Under 10., the phrase:

We do not cover loss on the **insured premises** if the dwelling has been **vacant** for more than 30 consecutive days immediately before the loss.

is deleted and replaced by the following:

We do not cover loss on the **insured premises** if the dwelling has been **vacant** for more than 60 consecutive days immediately before the loss.

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):

The following is added:

Estimated Amount Required to Replace Your Dwelling. The residential building cost guide **we** use develops an estimated amount required to replace **your** dwelling based on general information about **your** dwelling. It is developed from researched costs of construction materials and labor rates.

THE ACTUAL COST TO REPLACE **YOUR** DWELLING MAY BE DIFFERENT. **WE** DO NOT GUARANTEE THAT THIS FIGURE WILL REPRESENT THE ACTUAL COST TO REPLACE **YOUR** DWELLING. **YOU** ARE RESPONSIBLE FOR SELECTING THE APPROPRIATE AMOUNT OF COVERAGE. **YOU** MAY WISH TO OBTAIN A DETAILED APPRAISAL OR ESTIMATE OF THE AMOUNT REQUIRED TO REPLACE **YOUR** DWELLING FROM A CONTRACTOR.

You may select a coverage amount equal to that appraised value or that cost of construction, if the amount is greater than the amount required to replace **your** dwelling as estimated by **our** residential building cost guide, and **we** agree to that amount.

Loss Value Determination is deleted and replaced by the following:

Loss Value Determination.

a. **Personal Property, Structures, Awnings, Carpeting, Household Appliances and Outdoor Antennas.**

Loss to covered property not covered by Option 14 – Personal Property Replacement Coverage will be settled subject to the following:

We will pay the smaller of:

- (1) the **actual cash value** at the time of loss but not more than the cost to repair or replace the damaged property with property of like kind and quality; or
- (2) any policy **limit** which applies.

b. **Buildings Which Have a Permanent Foundation and Roof.**

(1) **Actual Cash Value.**

If the building is not repaired or replaced, **we** will pay the **actual cash value** at the time of loss of that part of the building damaged up to the **limit** applying to the building, but not exceeding the amount needed to replace the dwelling as estimated by the residential building cost guide **we** use.

(2) **Replacement Cost.**

If the building is repaired or replaced, **we** will pay the **replacement cost**, but not exceeding the smallest of:

- (a) the Coverage A **limit**, including any additional amount of insurance as provided by the Inflation Protection Coverage or the Increased Building Limit;
- (b) the cost to repair or replace the damaged building with like construction for similar use on the same premises; or
- (c) the amount actually and necessarily spent for repair or replacement of the damaged building.

c. **Procedures to Claim Replacement Cost Coverage.**

If **you** receive an **actual cash value** settlement for damaged or stolen property covered by **replacement cost** coverage and **you** have not reached the **limit** that applies to the damaged property, **you** may make a further claim under this condition for payment on a **replacement cost** basis provided:

- (1) **you** notify **us** within 180 days after the loss of **your** decision to repair or replace the damaged or stolen property; and
- (2) repair or replacement is completed within one year of the date of loss, unless **we** agree otherwise in writing.

d. **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;
 - (c) whose breed is banned by any local law or ordinance; or
 - (d) 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.

SUPPLEMENTARY COVERAGES - SECTION II

The following applies to all policies:

The following is deleted:

Emergency First Aid

EXCLUSIONS - SECTION II

The following applies to all policies:

The first sentence of Exclusions – Section II:

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

is deleted and replaced by the following:

The following exclusions apply to **Coverage D – Personal Liability and Coverage E – Medical Expense**. **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.

Abuse is deleted and replaced by the following:

Sexual Molestation or Sexual 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 sexual misconduct, corporal punishment, physical or mental abuse.

- a. This includes any actual or alleged:
 - (1) sexual molestation or sexual misconduct:
 - (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;
 - (3) physical or mental abuse resulting from acts or omissions of any **insured**; or
 - (4) supervision of any victim or perpetrator of sexual molestation, sexual misconduct, corporal punishment, or physical or mental abuse.
- 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.

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.

CONDITIONS – SECTION II

The following applies to all policies:

Under **What You Must Do in Case of Loss**, item e. is deleted and replaced by the following:

- e. not voluntarily make any payment, nor assume any obligation or incur expenses, except at **your** own cost.

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.