

## MISSOURI AMENDATORY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE COVERAGE PROVIDED BY THE POLICY – PLEASE READ IT CAREFULLY.

ALL CHANGES IDENTIFIED BELOW ARE EFFECTIVE ONLY FOR THE SPECIFIC COVERAGE SECTION IDENTIFIED. ALL TERMS AND CONDITIONS OF THE POLICY REMAIN IN EFFECT AND UNCHANGED UNLESS SPECIFICALLY AMENDED BY THIS ENDORSEMENT.

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### LIABILITY COVERAGE

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#### Additional Definitions

##### *Insured:*

Paragraph 2.B. of *insured* is deleted in its entirety and replaced with the following:

2.B. Any *rated driver*, with *your* express permission, for the maintenance or *use* of: (i) *your car*, (ii) a *newly acquired car*, or (iii) a *temporary substitute car*.

##### *Non-owned car* as used in this **LIABILITY COVERAGE**:

1. Means a *car* that satisfies all of the following requirements:
  - A. *You* or a *resident relative* who is a *rated driver* is in lawful possession of the *car*.
  - B. *You* or a *resident relative* who is a *rated driver* have express permission of the *owner* of the *car* to use the *car*.
  - C. None of the following *persons* have an *interest* in such *car*: (i) *you*, (ii) a *resident relative*, (iii) any *person* who resides with *you*, or (iv) an employer of any *person* described in this sentence.
  - D. The *car* is not covered by any other insurance policies or benefits. This requirement shall not apply when this policy (i) provides limits of liability greater than the limits of such other insurance policies or benefits and (ii) such other limits and benefits have been exhausted.
2. If a *car* qualifies as both a *non-owned car* and a *temporary substitute car*, then it is considered a *temporary substitute car* only.

#### Exclusions

Exclusion 12. is deleted in its entirety and replaced with the following:

12. *Bodily injury* or *property damage* to an *insured* or to any *person* who is: (i) related to any *insured* by blood, marriage, or adoption, or (ii) is the ward or foster child of any *insured*.

#### Other Insurance

The fourth paragraph is deleted in its entirety and replaced with the following:

4. Notwithstanding the limitation in Paragraph 3, if the liability limits of this policy are greater than the limits of liability coverage provided by such other insurance company, then this policy shall afford excess coverage over and above the other insurance company's liability coverage limits, but only in an amount sufficient to give the *insured* total liability limits under both policies equal to the limit afforded by this policy.
5. Nothing in this section shall be read to allow stacking any coverage included anywhere in this policy.

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### MEDICAL PAYMENTS COVERAGE

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#### Exclusions

The following **Exclusions** are added to paragraph 2:

- J. Sustained by an *insured* when a *car* is being *used* by that *insured* and that *insured* has a blood alcohol content in excess of that permitted by state law for persons operating a motor vehicle.
- K. Sustained by an *insured* when a *car* is being *used* by that *insured* and that *insured's* ability to operate a motor vehicle at the time of the loss is impaired by the influence of any illegal or controlled substance as defined by federal law.

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## PHYSICAL DAMAGE COVERAGE

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### Exclusions

Exclusions 1.A and C are deleted in their entirety and replaced with the following:

- 1.A. A *person* who operates an *insured car* on a regular basis.
- 1.C. Any *person* who has an *interest* in an *insured car*.

The following **Exclusions** are added:

27. To an *insured car* that occurs while it is being *used* by an *insured* with a blood alcohol content in excess of that permitted by state law for persons operating a motor vehicle.
28. To an *insured car* that occurs while it is being *used* by an *insured* whose ability to operate a motor vehicle is at the time impaired by the influence of any illegal or controlled substance as defined by federal law.

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## INSURED'S DUTIES UNDER POLICY

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Paragraph 5 is deleted in its entirety and replaced with the following:

5. Except as may be required under a state *compulsory insurance law*, *we* have no duty to provide coverage if the failure of any *person* seeking coverage to cooperate or failure to comply with that *person's* duties prejudices *us* in *our* ability to defend or compromises any claim under the policy.

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## STANDARD POLICY TERMS

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### Choice of Law

This section is deleted in its entirety and replaced as follows:

Without regard to choice of law, if there is a disagreement concerning the interpretation and application of any provision in this policy, this policy will be interpreted and applied in accordance with Missouri law.

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

### GUARANTY ASSOCIATION

#### Missouri Property and Casualty Insurance Guaranty Association Coverage Limits

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.

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The following **UNINSURED MOTORIST COVERAGE** is added to the policy.

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**UNINSURED MOTORIST COVERAGE**

*You* only have this coverage up to the limits shown on the *declarations*.

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**Insuring Agreement**

Subject to all provisions in this policy including, but not limited to, the **GENERAL DEFINITIONS**, and all provisions in this **UNINSURED MOTORIST COVERAGE** including, but not limited to, **Additional Definitions, Exclusions, and Coverage Limits**, *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 *bodily injury* that is (i) sustained by an *insured* and (ii) caused by an *accident*.

1. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of an *uninsured motor vehicle*.
2. Any judgment for damages arising out of a suit brought without *our* written consent is not binding on *us*.

**Additional Definitions**

1. *Insured* as used in this **UNINSURED MOTORIST COVERAGE** means any of the following:
  - A. *You* (i) when struck by a *motor vehicle* as a pedestrian or (ii) while *using* or *occupying your car*, a *newly acquired car*, a *non-owned car*, or a *temporary substitute car*.
  - B. Any *resident relative* who is a *rated driver* and who does not have any interest in a *motor vehicle* (i) when struck by a *motor vehicle* as a pedestrian or (ii) while *using* or *occupying your car*, a *newly acquired car*, a *non-owned car*, or a *temporary substitute car*.
  - C. Any *person* who is a *rated driver* (including *secondary insureds* and *resident relatives* who own a car), but only while *occupying your car*, a *temporary substitute car*, or a *newly acquired car*.
  - D. Any other *person* who does not have any interest in a *motor vehicle* while *occupying your car*, a *newly acquired car*, or a *temporary substitute car* with *your* consent and within the scope of that consent. The limits of liability for such a *person* will be equal to the minimum limits of liability specified by the Uninsured Motorist law of the state in which the *accident* occurs. **UNDER NO CIRCUMSTANCES SHALL SUCH A PERSON BE ENTITLED TO THE FULL LIMITS OF LIABILITY STATED ON THE POLICY'S DECLARATIONS FOR UNINSURED MOTORIST COVERAGE.**
  - E. Any *person* entitled to recover damages because of bodily injury to an *insured* under paragraphs A through D above.
2. *Use* or *Using* as used in this **UNINSURED MOTORIST COVERAGE** means physically controlling or attempting to physically control the movements of a *car*.
3. *Uninsured motor vehicle* as used in this **UNINSURED MOTORIST COVERAGE** means a land motor vehicle or *trailer* of any of the following types:
  - A. 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.
  - B. 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.
  - C. 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 after discovery of the *accident* and files with *us* within thirty (30) days thereafter a statement under oath that the insured and/or the *insured's* legal representative has a cause of action arising out of such *accident* for damages against a *person* or *persons* whose identity is unascertainable, and setting forth the facts in support thereof. However, no claim will be denied based upon the *insured's* failure to provide notice to *us* within such specified time, unless the failure operates to prejudice *our* rights. The facts of the *accident* must be proven. *We* may request supporting evidence other than the testimony of the person making the claim under this or any similar

coverage to support the validity of such claim. Failure of the *insured* or the *insured's* legal representative to report such an *accident* and to provide information requested concerning the *accident* shall result in a denial of coverage.

- D. To which a liability bond or policy applies at the time of the *accident* but the bonding or insuring company does one or both of the following:
- i. Denies coverage.
  - ii. Is or becomes insolvent within one year after an *accident* and did not make payment for the legal liability of its insured prior to becoming insolvent.

However, *uninsured motor vehicle* does not include any *car, motor vehicle*, or equipment that is any of the following:

- A. *Owned* by or furnished or available for the regular use of *you, your spouse*, or a *resident relative*.
- B. *You, your spouse*, or a *resident relative* has an *interest* in.
- C. *Owned* or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer that is or becomes insolvent and did not make payment for the legal liability of its insured prior to becoming insolvent.
- D. Is *owned* or operated by any governmental unit or agency.
- E. Operated on rails or crawler treads.
- F. Designed mainly for use off public roads while not on public roads.
- G. While located for use as a residence or premises.
- H. 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.
- I. That is insured under the liability coverage of this policy.

### Exclusions

*We* do not provide coverage or benefits under UNINSURED MOTORIST COVERAGE for any of the following:

1. *Bodily injury* sustained by any *person* or *insured* while *occupying* any *motor vehicle* that *you, your spouse*, or any *resident relative* *owns* or has an *interest in* that is not *your car*, a *newly acquired car*, or a *temporary substitute car*. This includes a trailer of any type used with that vehicle.
2. *Bodily injury* sustained when struck by any *motor vehicle* *you, your spouse*, or any *resident relative* *owns* or has an *interest in*. This includes a trailer of any type used with that vehicle.
3. Any *person* who 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.
4. Any *person* while *occupying* a *car* or *motor vehicle* while it is being used in a *business related use*. This exclusion does not apply to a share-the-expense car pool.
5. Any *person* who uses *your car*, a *temporary substitute*, or a *newly acquired car* without *your* express or implied consent or outside the scope of that consent.
6. The direct or indirect benefit of any insurer or self-insurer under any of the following or similar laws:
  - A. Workers compensation law; or
  - B. Disability benefits law.
7. *Bodily injury* resulting from any pre-arranged, organized, or any other type of racing, speed, or demolition contest, stunting activity, or any competitive event, in, at, or upon a public or private street, highway, track, or other facility or location, or in practice or preparation for any such contest or activity.
8. *Bodily injury* sustained by any *person* while fleeing from police or other law enforcement agents or sustained during the commission of, or flight from, a crime. This exclusion applies regardless of whether that *person* is charged with, or convicted of, a crime.
9. *Bodily injury* that is covered under a nuclear energy liability policy.
10. *Punitive* or *exemplary damages* or damages for aggravating circumstances which are the type of damages imposed to punish a wrongdoer or to deter others from similar conduct.

### Coverage Limits

1. **Our** limit of liability for each *insured* under this **UNINSURED MOTORIST COVERAGE** is the limit of liability shown in the **Declarations** for each *person* for Uninsured Motorist Coverage and is **our** maximum limit of liability for all damages arising out of **bodily injury** to one *person* in any **motor vehicle accident**, including, but 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.
2. **Bodily injury** to one *person* includes all injury and damages to others arising out of and resulting from this **bodily injury**, including, but 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, and all emotional distress sustained by other *persons* who do not sustain **bodily injury**. Only one per person limit applies to all damages and all claims arising out of one *person's* **bodily injury**, regardless of the number of claimants, claims made, or lawsuits brought.
3. Subject to paragraphs 1 and 2 above, the limit of liability shown in the **declarations** for each **accident** for **UNINSURED MOTORIST COVERAGE** is **our** maximum limit of liability for all damages arising out of and due to **bodily injury** to two or more *persons* in the same **accident**. The limit of liability is the most we will pay regardless of (i) the number of *persons* who may be eligible for coverage, (ii) claims made or lawsuits brought, (iii) *cars* or premiums shown in the **declarations**, (iv) *cars* involved in the **accident**, or (v) policies issued by **us**.
4. Subject to the law of the state in which the accident occurred, **we** will pay no more than these maximums regardless of the number of policies issued by **us**, the claims made, the *cars* or premiums shown on the **Declarations** of the policy or policies, or **motor vehicles** involved in an **accident**. These limitations barring stacking apply only after the limit of liability for the first car shown on the policy's **Declarations** has been paid in full and for all other cars shown on the **Declarations** the minimum limit of liability specified by the Uninsured Motorist law of the state in which the **accident** occurs has been *paid*.
5. Regardless of the limits of liability shown in the **Declarations** for **UNINSURED MOTORIST COVERAGE** and the provisions in Paragraphs 1 to 4 above, the limit of liability for **UNINSURED MOTORIST COVERAGE** for any *person*, other than **you**, **your spouse**, or **resident relative**, will equal the minimum per person limit of liability specified by the Uninsured Motorist law of the state in which the accident occurs. In the event more than one such person makes a claim for **UNINSURED MOTORIST COVERAGE**, the total **UNINSURED MOTORIST COVERAGE** for all such persons will equal the minimum per accident limit of liability specified by the Uninsured Motorist law of the state in which the **accident** occurs. **FURTHER, UNDER NO CIRCUMSTANCES SHALL SUCH PERSON OR PERSONS BE ENTITLED TO ADD, COMBINE, OR STACK THE LIMITS OF LIABILITY FOR UNINSURED MOTORIST COVERAGE UNDER THIS POLICY OR ANY OTHER POLICY ISSUED BY US BASED ON THE NUMBER OF CARS OR PREMIUMS SHOWN ON THE DECLARATIONS OF THE POLICY OR POLICIES, THE NUMBER OF PERSONS COVERED, THE NUMBER OF CLAIMS, OR THE NUMBER OF MOTOR VEHICLES INVOLVED IN THE ACCIDENT.**
6. Any amounts payable to an *insured* for **bodily injury** under this coverage shall be reduced by any amount:
  - A. Paid by or on behalf of *persons* or organizations who are or may be legally responsible for the **bodily injury** to the insured.
  - B. Any workers compensation law.
  - C. Disability benefits law or similar law.
  - D. Paid to an *insured* for **bodily injury** under **LIABILITY COVERAGE** of this Policy or under the liability coverage of any other policy.

#### **Other Insurance**

1. If an *insured* sustains **bodily injury** as a pedestrian, while on a bicycle, or while **occupying** any other vehicle other than your *car*, a **temporary substitute**, or a **newly acquired car**, this coverage applies only on an excess basis to any other applicable Uninsured Motorist Coverage.
2. If an *insured* under this part is not **you**, **your spouse**, or a **resident relative** who does not **own** a *car* or **motor vehicle**, **we** shall only provide coverage under this part on an excess basis over any other Uninsured Motorist Coverage available to that *insured*.

3. Subject to paragraphs 1 and 2, **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**.

#### **Compulsory Insurance Laws**

If any applicable uninsured motorist insurance law, financial responsibility law, or compulsory insurance law renders any exclusion, condition, limitation, or provision unenforceable, **we** will provide under this Uninsured Motorist Coverage the minimum limits required by that law and not the limits of liability shown on the policy's **Declarations**.

#### **Insured's Duties Under This Part**

A **person** seeking Uninsured Motorist Coverage must do all of the following:

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. Any delay in notifying us that prejudices our rights could result in reduced payments and/or denial of a claim.
3. Promptly send **us** copies of the legal papers if a suit is brought.
4. As requested by **us**, provide **us** with written documentation of all economic losses including but not limited to medical records and bills, employment records, income tax records, and insurance records.
5. As requested by **us**, provide **us** with authorizations or court orders allowing **us** to obtain medical records, employment records, income tax records and insurance records.
6. As requested by **us**, submit to examinations under oath as often as **we** require.
7. As requested by **us**, submit to physical examinations at **our** expense by doctors **we** select as often as **we** may reasonably require.

In the event of payment to any **person** under this **UNINSURED MOTORIST COVERAGE**:

1. **We** shall be entitled to the extent of the payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of that **person** against any person or organization legally responsible for that **person's bodily injury** for which that payment is made.
2. That **person** shall hold in trust for **our** benefit all rights of recovery which that **person** shall have against the other person or organization because of the damages which are the subject of claim made under this coverage.
3. That **person** shall do whatever is proper to secure and shall do nothing after loss to prejudice those rights.
4. If requested in writing by **us**, that **person** shall take, through any representative designated by **us**, such action as may be necessary or appropriate to recover the payment as damages from that other person; in the event of a recovery, **we** shall be reimbursed out of the recovery for expenses, costs and attorney fees incurred by **us** in connection with the action.
5. That **person** shall execute and deliver to **us** instruments and papers as may be appropriate to secure the rights and obligations of that **person** and **us** established by this **UNINSURED MOTORIST COVERAGE**.