

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDATORY ENDORSEMENT – MISSOURI CHANGES**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL PROPERTY COVERAGE PART**

**A.** If a partial loss or damage to Covered Property is caused by or results from fire, sub-paragraph **a.** of the **Loss Payment Loss Condition** is deleted in its entirety and replaced by the following sub-paragraph.

**a.** In the event of partial loss or damage caused by or resulting from fire, and covered by this Coverage Part, at your option we will either:

- (1) Pay you an amount of money equal to the damage done; or
- (2) Repair the damage, so that the property is in as good a condition as before the fire.

But we will not pay more than the Limit Of Insurance.

**B.** Sub-paragraph **c.** of the **Loss Payment Loss Condition** provision is deleted in its entirety and replaced with the following sub-paragraph.

**c.** In the event of loss or damage covered under this Coverage Part, we will give you notice, within 15 working days after we receive a properly executed proof of loss, that we:

- (1) Accept your claim;
- (2) Deny your claim; or
- (3) Need more time to determine whether your claim should be accepted or denied.

If we deny your claim, such notice will be in writing, and will state any policy provision, condition or exclusion used as a basis for the denial.

If we need more time to determine whether your claim should be accepted or denied the written notice will state the reason(s) why more time is needed.

If we have not completed our investigation, we will notify you again in writing, within 45 days after the date the initial notice is sent, informing you that we need more time to determine whether your claim should be accepted or denied and thereafter every 45 days. The written notice shall state why more time is needed to investigate your claim.

**C.** The **Legal Action Against Us Condition** is deleted in its entirety and replaced with the following paragraph.

#### **Legal Action Against Us**

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 10 years after the date on which the direct physical loss or damage occurred.

**D.** For the Commercial Property Coverage Part, the following exclusion and related provisions are added to paragraph **B.**, Exclusions, sub-paragraph **2.**, in the Causes of Loss Forms and to any Coverage Form or policy to which a Causes Of Loss Form is not attached:

#### **Innocent Co-insured**

(1) We will not pay for loss or damage 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 who did not commit or conspire to commit the act causing the loss.

(2) However, this exclusion will not apply to deny coverage to an innocent co-insured who did not cooperate in or contribute to the creation of the loss, provided the loss is otherwise covered under this Coverage Part and the loss arose out of domestic violence. Such coverage will be provided only if the innocent co-insured files a police report and completes a sworn affidavit indicating both:

- (a) The cause of loss; and
  - (b) A pledge to cooperate in any criminal prosecution of the person committing the act causing the loss.
- (3) If we pay a claim pursuant to paragraph **D.(2)**, above, our payment to the innocent co-insured will be limited to that insured's ownership interest in the property as reduced by any payment to a mortgagee or other secured interest; however, we shall not be required to make any subsequent payment for any loss which the innocent co-insured has received payment. In no event will we pay more than the Limit of Insurance.

E. The following paragraph is added to the **Transfer Of Rights Of Recovery Against Others To Us** Loss Condition.

**Innocent Co-insured**

If we pay an innocent co-insured for loss arising out of an act of domestic violence by another insured, the rights of the innocent co-insured to recover damages from the abuser 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 abuser.

F. The following paragraph is added with respect to the Additional Coverages of **Debris Removal** and **Pollutant Clean Up And Removal** and relates only to the requirement to report expenses to us within 180 days of the specified occurrence.

If you fail to report the expenses to us within the 180-day time frame, such failure will not invalidate a claim under **Debris Removal** or **Pollutant Clean Up and Removal** unless such failure operates to prejudice our rights.

G. When the **Replacement Cost Optional Coverage** in the Commercial Property Coverage Part applies, the following paragraph is added with respect to these provisions and relates only to the requirement to notify us of your intent to submit an additional claim (for the difference between the actual cash value and replacement cost) within 180 days after the loss or damage occurs.

If you fail to notify us of your intent within the 180-day time frame, such failure will not invalidate the claim unless such failure operates to prejudice our rights.

H. The **Transfer Of Your Rights And Duties Under This Policy** Common Policy Condition deleted in its entirety and is replaced by the following paragraphs.

**F. Transfer of Your Rights And Duties Under This Policy**

**1. Transfer By Beneficiary Deed**

If you convey real property insured under this policy to a person (known as a grantee beneficiary) designated under a beneficiary deed, which has been properly recorded prior to your death, that person will have your rights and duties with respect to the insured real property, but only for the period from the date of your death until the first of the following occurs:

- a. A period of 30 days from the date of your death;
- b. The date that alternative coverage is obtained on your property; or
- c. The end of the policy period as shown in the Declarations.

**2. Transfer By Other Means Following Death**

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties, but only with respect to that property. Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

All other terms and conditions of this policy remain unchanged.