

PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.

## SPECIAL PROVISIONS – MISSOURI

The sections of the policy listed below are amended as specified.

### DEFINITIONS USED THROUGHOUT THIS POLICY

Definition **6.** is deleted and replaced with the following:

- 6.** “Insured Premises” means:
- a.** The one- to four-family dwelling, including the building, the grounds, and other structures on the grounds; or
  - b.** Any other buildings or other structures located upon the grounds and including the grounds on which they are located which is described in the Declarations.

Definition **13.** is added:

- 13.** “Perfluoroalkyl or polyfluoroalkyl substances” means any:
- a.** Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
    - 1)** Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
    - 2)** Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acids (PFOA) and its salts or perfluorooctane sulfonic acid (PFOS) and its salts;
    - 3)** Perfluoropolyethers (PFPE);
    - 4)** Fluorotelemer-based substances; or
    - 5)** Side-chain fluorinated polymers; or
  - b.** Goods or products, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in paragraph **a.** above.

**EXCLUSIONS** are amended as indicated.

### UNDER ANY OF THE COVERAGES

Exclusion **12.** is deleted and replaced with the following:

- 12.** “We” do not cover “bodily injury” which arises out of:
- a.** The actual, alleged or threatened sexual molestation or sexual harassment of a person by any “insured person”, whether or not the “insured person” intended to commit the act of sexual molestation or sexual harassment;
  - b.** The performance of any sexual act by any “insured person”;
  - c.** Mental or emotional injury;
  - d.** Physical abuse; or
  - e.** Corporal punishment.

The following Exclusions are added:

- 19.** “We” do not cover “bodily injury” or “property damage” arising out of any “communicable disease”.
- For purposes of this exclusion, a “communicable disease” means any disease which can be transmitted by means of any substance or agent from person to person, animal to person, or animal to animal where:
- a.** The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organisms or any variation thereof, whether deemed living or not; and

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- b. The method of transmission, whether direct or indirect, includes but is not limited to airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- c. The disease, substance or agent can cause or threaten “bodily injury”, illness, emotional distress or damage to human health, animal health, human welfare or “property damage”.

**20. “We” do not cover:**

- a. “Bodily injury”, “property damage”, or “personal injury” which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any “perfluoroalkyl or polyfluoroalkyl substances”.
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, “perfluoroalkyl or polyfluoroalkyl substances”, by any insured or by any other person or entity”.

**21. “We” do not cover “bodily injury”, “property damage” or “personal injury” arising out of any “cannabis activity” or “cannabis exposure”, this includes but is not limited to:**

- a. Material that escapes, leaches, leaks, migrates, or seeps, or is discharged, dispersed, disposed of, emitted, produced, released or spilled as a result of “cannabis activity” or “cannabis exposure”. This includes any cost to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize “cannabis activity” or “cannabis exposure”.

This exclusion applies regardless of the theory of liability pursued, asserted, or claimed against the “insured”.

This exclusion applies even if “cannabis” or “cannabis activity” is legal in the state, district, or territory in which this policy was issued, or the injury or damage occurs.

- b. “Property damage” to “cannabis”.

For the purpose of this exclusion, the following definitions are added:

- a. “Cannabis” means:

- 1) Marihuana, as defined by the Federal Food and Drug Law at 21 U.S.C. Section 802, including any amendments;
- 2) Any material containing tetrahydrocannabinol (THC), whether natural or synthetic; or
- 3) Any material, good, or product taken from, containing, or made from material described in item 1) or 2) above.

- b. “Cannabis activity” means any activity that involves the cultivation, delivery, disposal, distribution, furnishing, handling, labeling, manufacture, packaging, possession, processing, production, sale, serving, storage, testing, trading, or transfer of “cannabis” in any form.

- c. “Cannabis exposure” means any actual, alleged, or threatened exposure to, presence of, or consumption, inhalation, ingestion, or absorption of “cannabis” in any form.

- d. “Hemp” means any “cannabis” material, good, or product that:

- 1) Has a THC concentration at the time of the injury or damage that is within the legal limit permitted for hemp under federal law; and
- 2) Is not illegal or prohibited at the time of the injury or damage under any applicable federal, state, or local law or regulation.

This exclusion does not apply to “bodily injury”, “property damage”, or “personal injury” arising out of the disposal, possession, or storage of “hemp” or exposure to, or the presence, consumption, inhalation, ingestion, or absorption of “hemp”.

**22. a. “We” do not cover any claim, loss, or lawsuit arising directly or indirectly out of any act or omission that violates or is alleged to violate:**

- 1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- 2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- 3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

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4) Any Federal, State, or local statute, ordinance, or regulation, other than the TCPA, CAN-SPAM Act, or FCRA, and their amendments and additions, that prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of material or information.

b. "We" do not cover any claim, loss, or lawsuit arising directly or indirectly out of act or omission that violates or is alleged to have violated any statute, ordinance, regulation, or law identified in paragraph a., above.

"We" will not defend or indemnify any "insured" for a judgment or settlement with regard to any claim, lawsuit, or other legal or administrative proceeding in which any "insured" is alleged to have violated any statute, ordinance, regulation, or law identified in paragraphs a. and b., above.

This exclusion applies regardless of the actual or alleged mental state or intent of the person alleged to have violated the statutes, ordinances, regulations, and laws identified in paragraphs a. and b. above.

## GENERAL POLICY CONDITIONS

### Under Condition 2. Cancellation:

Paragraph b. is deleted and replaced with the following:

b. "We" may cancel this policy only for the reasons stated below by mailing written notice to the first "named insured" shown in the Declarations at the last mailing address known to "us". Proof of mailing will be sufficient proof of notice. The notice will include the reason for cancellation.

1) When "you" have not paid the premium, "we" may cancel at any time by notifying the first "named insured" at least 10 days before the cancellation takes effect.

2) When this policy has been in effect for less than 60 days and is not a renewal with "us", "we" may cancel for any reason, other than nonpayment of premium, by notifying the first "named insured" at least 30 days before the date cancellation takes effect.

3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with "us" "we" may cancel for one or more of the reasons listed below by notifying the first "named insured" at least 30 days before the date cancellation takes effect:

a) Fraud or any material misrepresentation affecting the policy or in the presentation of a claim or violation of any of the terms or conditions of this policy;

b) Any "insured person" has been convicted of a crime arising out of acts increasing the hazard insured against; or

c) Physical changes in the property insured which increases the hazards originally insured.

Paragraphs c. and d. are deleted and replaced with the following:

c. If this policy cancels, "we" will return no more than the prorated unused share of "your" premium.

### Condition 7. Our Right To Recover Payment, the following paragraph is added:

If payment is made to an "insured person" for a loss arising from an act of domestic violence, the rights of that "insured person" to recover against the perpetrator are transferred to "us" to the extent of "our" payment. The "insured person" receiving the payment may not waive any rights to recover against the perpetrator of the domestic violence.

The following Conditions are added:

#### 13. Policy Communications

"We" will convey all notices and correspondence pertaining to this policy to the first "named insured" at the last address known to "us" unless "we" receive a written request by a "named insured" to forward correspondence to a different address.

#### 14. Policy Authorities

When there is more than one "Named Insured" listed on this policy, any "Named Insured" has authority to act for all "Named Insureds" to cancel, non-renew, or change this policy, or settle a loss under this policy. A "Named Insured" is the only person entitled to provide "us" with instructions regarding loss settlement and payments. An Additional "Named Insured", Additional Insured – Limited Interest, and all other "insured persons" are not entitled to cancel, non-renew, or make any changes to this policy, except as expressly authorized by law. A power of attorney, guardian, or conservator of a "Named Insured" may instruct "us" to cancel, non-renew, or make a change to the policy on behalf of that "Named Insured".

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**LIMITATION OF COVERAGE PROVIDED BY  
MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION**

The Missouri Property and Casualty Insurance Guaranty Association (hereafter referred to as the Association), will pay claims covered under the Missouri Property and Casualty Insurance Guaranty Association Act (hereafter referred to as the Act) if we become insolvent.

Various exclusions, conditions and limitations in the Act govern an insured's eligibility to collect payment from the Association and affect the amount of any payment for a covered claim. Subject to all other provisions of the Act the following limitations apply:

1. The obligation of the Association shall only include that amount of each covered claim which is less than \$300,000. However, the Association shall not be obligated to an insured for;
  - a. An amount in excess of the face amount or the limit of insurance of the policy from which the claims arises; or
  - b. Any return of unearned premium in excess of \$25,000.
2. The Association shall not be obligated to pay a covered claim if the insured has a net worth of more than \$25 million on the later of:
  - a. The end of the insured's most recent fiscal year; or
  - b. The December thirty-first of the year next preceding the date the insurer becomes insolvent;

Provided that an insured's net worth on such date shall be deemed to include the aggregate net worth of the insured and all of its affiliates as calculated on a consolidation basis.

**THE ABOVE LIMITATIONS SHALL HAVE NO EFFECT ON THE  
COVERAGE PROVIDED UNDER THIS POLICY.**

All other terms and conditions of this policy apply.