

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE PART

- A.** When forming a part of this policy, the last paragraph of **Valuation – Settlement** Condition **B.20.a.(3)** of the Crime General Provisions and the last paragraph of **Valuation – Settlement** Condition **D.2.j.(1)(c)** of Safe Depository Direct Loss Coverage Form are replaced by the following:

If we cannot agree with you upon the actual cash value or the cost of repair or replacement, the value or cost may be determined by arbitration, if both parties agree to the arbitration.

- B.** If partial loss or damage to "property other than money and securities" or to "premises" is caused by or results from fire, Paragraph **B.20.a.(3)** of the **Valuation – Settlement** Condition of the Crime General Provisions and Paragraph **D.2.j.(1)(c)** of the **Valuation – Settlement** Condition of the Safe Depository Direct Loss Coverage Form are deleted and the following applies:

In the event of partial loss or damage covered by this Coverage Form, 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.

- C.** When forming a part of this policy, the **Legal Action Against Us** Condition in the Crime General Provisions and in the Safe Depository Direct Loss Coverage Form is replaced by the following:

Legal Action Against Us

You may not bring any legal action against us involving loss:

1. Unless you have complied with all the terms of this insurance; and
2. Until 90 days after you have filed proof of loss with us; and
3. Unless brought within 10 years from the date you discover the loss.

D. Missouri Property And Casualty Insurance Guaranty Association Coverage Limitations

1. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.

2. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:

- a. Claims covered by the Association do not include a claim by or against an insured of an insolvent insurer, if the insured has a net worth of more than \$25 million on the date the insurer becomes insolvent.

If the insured prepares an annual report to shareholders, or an annual report to management reflecting net worth, then such report for the fiscal year immediately preceding the date of insolvency of the insurer will be used to determine net worth.

- b. Payments made by the Association for covered claims will include only that amount of each claim which is:

- (1) In excess of \$100; and
- (2) Less than \$300,000.

However, the Association will not:

- (1) Pay an amount in excess of the applicable limit of insurance of the policy from which a claim arises; or
- (2) Return to an insured any unearned premium in excess of \$10,000.

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