

SERFF Tracking Number: SHEL-125768061 State: Arkansas  
 Filing Company: Shelter Mutual Insurance Company State Tracking Number: #? \$50  
 Company Tracking Number: 03M34208  
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners  
 Liability  
 Product Name: BUS  
 Project Name/Number: Aufranc/

## Filing at a Glance

Company: Shelter Mutual Insurance Company

Product Name: BUS

SERFF Tr Num: SHEL-125768061 State: Arkansas

TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability

SERFF Status: Closed

State Tr Num: #? \$50

Sub-TOI: 05.0002 Businessowners

Co Tr Num: 03M34208

State Status: Fees verified

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi,  
Llyweyia Rawlins

Authors: Brian Marcks, Sue  
Burlingame

Disposition Date: 08/11/2008

Date Submitted: 08/11/2008

Disposition Status: Approved

Effective Date Requested (New): 12/14/2008

Effective Date (New): 12/14/2008

Effective Date Requested (Renewal): 12/14/2008

Effective Date (Renewal):  
12/14/2008

State Filing Description:

## General Information

Project Name: Aufranc

Status of Filing in Domicile:

Project Number:

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 08/11/2008

State Status Changed: 08/11/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

We are filing Form B-834.4-B, Amendatory Endorsement – How Losses Are Settled (Business Insurance)(Special Form) to clarify the loss settlement provisions as a result of the opinion handed down by the Missouri Court of Appeals, Western District in the Dibben v. Shelter Insurance Company case. A marked copy of the form is included for your review.

SERFF Tracking Number: SHEL-125768061 State: Arkansas  
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 Liability  
 Product Name: BUS  
 Project Name/Number: Aufranc/

## Company and Contact

### Filing Contact Information

Brian Marcks, Coordinator of Insurance BCMarcks@shelterinsurance.com  
 Department Affairs  
 1817 West Broadway (573) 214-4165 [Phone]  
 Columbia, MO 65218 (573) 446-7317[FAX]

### Filing Company Information

Shelter Mutual Insurance Company CoCode: 23388 State of Domicile: Missouri  
 1817 West Broadway Group Code: Company Type:  
 Columbia, MO 65218 Group Name: State ID Number:  
 (573) 445-8441 ext. [Phone] FEIN Number: 43-0613000  
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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation:  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Shelter Mutual Insurance Company	\$0.00	08/11/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
1374061	\$50.00	07/23/2008

SERFF Tracking Number: SHEL-125768061 State: Arkansas  
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	08/11/2008	08/11/2008

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## Disposition

Disposition Date: 08/11/2008

Effective Date (New): 12/14/2008

Effective Date (Renewal): 12/14/2008

Status: Approved

Comment:

This filing is approved contingent on receiving the filing fees the company indicates in the filing that they have sent.

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Marked copy of form	Approved	Yes
Form	Amendatory Endorsement - How Losses Are Settled (Business Insurance)(Special Form)	Approved	Yes

SERFF Tracking Number: SHEL-125768061 State: Arkansas  
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 Liability  
 Product Name: BUS  
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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Amendatory Endorsement - How Losses Are Settled (Business Insurance)(Special Form)	B-834.4-B		Endorseme New nt/Amendm ent/Condi ons		0.00	B-834.4-B (Business - How Losses Are Settled).pdf

AMENDATORY ENDORSEMENT – HOW LOSSES ARE SETTLED  
(BUSINESS INSURANCE)  
(SPECIAL FORM)

Under **CONDITIONS – SECTION I**, “2. **How Losses Are Settled**”, is deleted and replaced with the following:

**2. How Losses Are Settled**

(a) Valuation of property is established as follows:

- (1) Property of others at the amount for which the **insured** is liable but not to exceed the actual cash value. Actual cash value includes deduction for depreciation.
- (2) Books of account, manuscripts, abstracts, drawings, card index systems and other records (except film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing) for not exceeding the cost of blank books, cards or other blank material.
- (3) Film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing for not exceeding the cost of such media in unexposed or blank form. This limitation does not apply to commercially produced software available on the retail market.
- (4) Tenants Improvements and Betterments
  - (a) Actual cash value if repaired or replaced within a reasonable time after a loss occurs and at the **insured's** expense.
  - (b) If not repaired or replaced within a reasonable time after loss, a prorated proportion of the original cost of the damaged property. This amount will be determined by multiplying the original cost of improvements by the ratio of the time remaining on the lease when loss occurs and the time remaining on the lease when improvements were just made.
  - (c) If repaired or replaced at the expense of others for **your** use, **we** make no payment.
- (5) All other property at actual cash value. Actual cash value includes deduction for depreciation.

(b) Replacement Cost: Coverage A-Building(s)

- (1) If, at the time of loss, the limit of liability shown in the Declarations for the building and items covered under Coverage A-Building(s) in this policy is 80% or more of the full replacement cost, **we** will pay the full cost to repair or replace the damaged part of the dwelling or item, without deduction for depreciation up to that limit. In determining full replacement cost, do not include the cost of excavation, underground pipes, wiring and drains, foundations or other supports below the surface of the lowest basement floor. If there is no basement, do not include the cost of those supports below the surface of the ground and inside the foundation walls.
- (2) If, at the time of loss, the limit of liability shown in the Declarations for the building or items in this policy is less than 80% of the full replacement cost, **we** will pay the larger of the following amounts:
  - (a) the actual cash value of the damaged part of the building or items; or
  - (b) the full cost to repair or replace the damaged property multiplied by the ratio of the limit of liability shown in the Declarations on the building or items to 80% of its full replacement cost up to that limit.
- (3) But, **we** will pay under (1) or (2) no more than the smallest of the following:
  - (a) the limit of liability shown in the Declarations for the building or items;
  - (b) the cost to replace the damaged building or items with equivalent construction for equivalent use on the same premises; or
  - (c) the amount actually spent for necessary repair or replacement of the damaged building or items.
- (4) The replacement cost of any single item of property (other than buildings) is limited to the amount it would cost to replace the item identical to the one damaged or destroyed. When an identical item is no longer available, replacement cost is limited to the cost of a new item similar to that damaged or destroyed and of like kind and quality.
- (5) If the full cost to repair or replace the damaged property is more than \$1,000 or 5% of the limit of liability shown in the Declarations for the building or items in this policy, **we** will not be liable for full replacement cost until actual repair or replacement is completed.

- (6) If the full cost to repair or replace the damaged property is both less than \$1,000 and less than 5% of the limit of liability shown in the Declarations applying to the property, **we** will pay the full cost to repair or replace the damaged property without deduction for depreciation.
- (7) If **you** elect not to repair or replace the damaged property, **you** may disregard these replacement cost provisions and loss settlement will be for actual cash value. If **you** do, **you** have the right to make further claim for replacement cost within 180 days after the loss for any additional cost **you** incur in replacing the damaged property.
- (c) **We** may make a cash settlement and take all or part of the damaged property at its appraised or agreed on value, or repair or replace the damaged property with property of like kind and quality. **We** must give **you** notice of **our** intention within 30 days after **we** receive **your** proof of loss.
- (d) **(Missouri Only)**  
In the event of partial damage to insured property caused by the peril of fire, **we** will, at **your** option, pay **you** up to the limit of liability shown in the Declarations that applies to the property, the repair cost of the damage or repair the damage so that the property will be in as good condition as before the fire.

B-834.4-B



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TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners  
Liability  
Product Name: BUS  
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## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty **Review Status:** Approved 08/11/2008

**Comments:**

Please see attachments.

**Attachments:**

ARPCTD-1 \_B-834.4-B\_.pdf  
ARPCFFS-1 \_B-834.4-B\_.pdf

**Satisfied -Name:** Marked copy of form **Review Status:** Approved 08/11/2008

**Comments:**

A marked copy of the form is attached for your review.

**Attachment:**

Business (B-834.4-B How Losses Are Settled)(marked copy).pdf

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

<b>3. Group Name</b>	<b>Group NAIC #</b>
Shelter Insurance Companies	123

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Shelter Mutual Insurance Company	MO	23388	43-0613000	

<b>5. Company Tracking Number</b>	<b>03M34208</b>
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Brian Marcks	Coordinator of Insurance Dept. Affairs	573-214-4165	573-446-7317	BCMarcks@Shelterinsurance.com
	1817 West Broadway Columbia, MO 65218				
<b>7.</b>	Signature of authorized filer				
<b>8.</b>	Please print name of authorized filer		Brian Marcks		

**Filing information** (see General Instructions for descriptions of these fields)

<b>9.</b>	Type of Insurance (TOI)	5.0
<b>10.</b>	Sub-Type of Insurance (Sub-TOI)	5.0002 and 5.0003
<b>11.</b>	State Specific Product code(s)(if applicable)[See State Specific Requirements]	
<b>12.</b>	Company Program Title (Marketing title)	Business
<b>13.</b>	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
<b>14.</b>	Effective Date(s) Requested	New: 12/14/2008      Renewal: 12/14/2008

## Property & Casualty Transmittal Document---

<b>15.</b>	<b>Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16.</b>	<b>Reference Organization</b> (if applicable)	N/A
<b>17.</b>	<b>Reference Organization # &amp; Title</b>	N/A
<b>18.</b>	<b>Company's Date of Filing</b>	August 11, 2008
<b>19.</b>	<b>Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	03M34208
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<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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We are filing Form B-834.4-B, Amendatory Endorsement – How Losses Are Settled (Business Insurance)(Special Form) to clarify the loss settlement provisions as a result of the opinion handed down by the Missouri Court of Appeals, Western District in the Dibben v. Shelter Insurance Company case. A marked copy of the form is included for your review.

<b>22.</b>	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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**Check #:** 1374061  
**Amount:** \$50.00

**Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.**

**\*\*\*Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

## **These pages are informational only and do not need to be submitted with your filings!**

### **Notes for Uniform Property & Casualty Transmittal Document**

#### **DESCRIPTION OF ITEMS IN THE PROPERTY AND CASUALTY TRANSMITTAL DOCUMENT**

- 1. Reserved for Insurance Dept. Use Only**—this section is for anything the Dept. wishes to capture—such as date stamps, approval stamps, check routing numbers, accounting codes, etc.
- 2. Insurance Department Use Only Box:** Includes the following information: (It is up to the state to determine which, if any, of this info they wish to record—or it may be recorded in #1 box with stamps (for example))
  - a. Date the filing is received by the Insurance Dept.**
  - b. Analyst**—lead analyst who reviewed the filing and assigns final disposition
  - c. Disposition**—this is the disposition that the Dept. assigns—authorized, approved, filed, withdrawn, disapproved, informational only, etc.
  - d. Date of Disposition of the filing**—date filing is finished
  - e. Effective Date of the Filing**—date the filing goes into effect. This date may vary by state—it might be the “approval” date in some states. It might be the implementation date in some states. It might be the received date in some states. The Dept. should use the date that is applicable in their state.
  - f. State Filing #:** The number the state assigns to the filing (if applicable).
  - g. SERFF Filing #:** Some states may use SERFF to track paper filings and will use that SERFF assigned number.
  - h. Subject Codes** – This field is intended to capture one or more Subject Codes for states to track particular attributes of a filing, such as mold exclusions. The codes or terms used would be variable by state.
- 3. Group Name and Group NAIC #** as assigned by NAIC.
- 4. Company Name(s), State of Domicile, NAIC #, FEIN#, State #:** Every company to which this filing applies must be listed and the company information must be supplied, with the exception of the State # (the company specific code) if not available or not required by the filing jurisdiction. A filing that lists a group without supplying company info will not be accepted in most states.
- 5. Company Tracking Number:** The filing number assigned by the insurance company, if any.
- 6. Contact Info of Filer or Corporate Officer:** The company should supply the information on the person the state should contact if there is a question/problem with the filing. If there is more than one person (perhaps, one for rates, one for forms) then both should be listed.
- 7. Signature of authorized filer:** Some states require a signature of the authorized filer. If the filer is third party, a letter of authorization from the insurer must be submitted according to state requirements.
- 8. Please print name of authorized filer:** So we can decipher #7 above!
- 9. Type of Insurance (TOI):** Refer to Uniform Property & Casualty Product Coding Matrix. This corresponds to the column entitled “SERFF Type of Insurance” and roughly corresponds to the annual statement line of business.
- 10. Sub-type of Insurance (Sub-TOI):** Refer to Uniform Property & Casualty Product Coding Matrix). This corresponds to the column entitled “SERFF Sub-Type of Insurance”.
- 11. State Specific Product code(s):** See State Specific Requirements for these codes
- 12. Company Program Title:** Marketing title, if applicable.
- 13. Filing Type:** Choices are Rate/Loss Cost; Rules; Rates/Rules; Forms; Withdrawal; Other.

**14. Effective Date Requested:** This is the effective date the company requested when they made the filing. It is not necessarily the date the filing officially becomes effective. This is also where the company can indicate the different effective dates for new or renewal business.

**15. Reference Filing:** Yes/No

**16. Reference Organization (if applicable):** The name of the advisory organization—i.e. ISO, NCCI, AAIS, etc. or an Insurance Company name if “me too filing” is permitted. Some states allow companies to reference another company’s filing. A “me too” filing is when one company adopts another company’s filing. Usually they are not part of the same group. You should check with each state to determine their rules on these filings. If permitted, use this area to indicate either an advisory organization name or “me too” company name.

**17. Reference Organization Number & Title (if applicable):** This is the unique number that the reference organization gives to the filing. It is generally not the same number as the circular number.

**18. Company’s Date of filing:** The date the company sends the filing.

**19. Status of filing in domicile:** Place for the company to show if filing has been filed in domicile and its status.

**20. This filing transmittal is part of Company Tracking #:** This ties all of the pages of the transmittal to the same filing. It is helpful for the state.

**21. Filing Description:** This area can be used in lieu of a cover letter or filing memorandum and is free-form text.

**22. Filing Fees:** Please refer to each state’s checklist for additional state specific requirements or instructions on calculating fees.

### FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	03M34208			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> <small>(Company tracking number of rate/rule filing, if applicable)</small>	N/A			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Amendatory Endorsement-How Losses Are Settled (Business Insurance)(Special Form)	B-834.4-B	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Effective March 1, 2007

**This page is informational only and do not need to be submitted with your filings!**

**Notes for Form Filing Transmittal  
DESCRIPTION OF ITEMS IN THE FORM FILING SCHEDULE**

**FORM FILING SCHEDULE**

- 1. This filing transmittal is part of Company Tracking #:** This ties all of the pages of the transmittal to the same filing. It is helpful for the state
- 2. This filing corresponds to rate/rule filing number:** Many states require that rates and forms be submitted separately due to different review procedures that are required by law. For those states, this will tie the form filing with the associated rate filing, if there is one.
- 3. Exhibit/Form Name/Description/Synopsis:** This is a list of forms being filed. **Do not refer to the body of the filing for a separate forms listing, unless allowed by state. This is required information and is required here.** The line numbers below this are to help the Departments that track the number of forms they receive.

**AMENDATORY ENDORSEMENT – HOW LOSSES ARE SETTLED  
(BUSINESS INSURANCE)  
(SPECIAL FORM)**

Under **CONDITIONS – SECTION I**, “2. How Losses Are Settled”, is deleted and replaced with the following:

**2. How Losses Are Settled**

- (a) Valuation of property is established as follows:
  - (1) Property of others at the amount for which the **insured** is liable but not to exceed the actual cash value. Actual cash value includes deduction for depreciation.
  - (2) Books of account, manuscripts, abstracts, drawings, card index systems and other records (except film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing) for not exceeding the cost of blank books, cards or other blank material.
  - (3) Film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing for not exceeding the cost of such media in unexposed or blank form. This limitation does not apply to commercially produced software available on the retail market.
  - (4) Tenants Improvements and Betterments
    - (a) Actual cash value if repaired or replaced within a reasonable time after a loss occurs and at the **insured’s** expense.
    - (b) If not repaired or replaced within a reasonable time after loss, a prorated proportion of the original cost of the damaged property. This amount will be determined by multiplying the original cost of improvements by the ratio of the time remaining on the lease when loss occurs and the time remaining on the lease when improvements were just made.
    - (c) If repaired or replaced at the expense of others for **your** use, **we** make no payment.
  - (5) All other property at actual cash value. Actual cash value includes deduction for depreciation.
- (b) Replacement Cost: Coverage A-Building(s)
  - (1) If, at the time of loss, the ~~amount of insurance~~ **limit of liability shown in the Declarations** for the building and items covered under Coverage A-Building(s) in this policy is 80% or more of the full replacement cost, **we** will pay the full cost to repair or replace the damaged part of the dwelling or item, without deduction for depreciation **up to that limit**.  
In determining full replacement cost, do not include the cost of excavation, underground pipes, wiring and drains, foundations or other supports below the surface of the lowest basement floor. If there is no basement, do not include the cost of those supports below the surface of the ground and inside the foundation walls.
  - (2) If, at the time of loss, the ~~amount of insurance~~ **limit of liability shown in the Declarations** for the building or items in this policy is less than 80% of the full replacement cost, **we** will pay the larger of the following amounts:
    - (a) the actual cash value of the damaged part of the building or items; or
    - (b) the full cost to repair or replace the damaged property multiplied by the ratio of the ~~amount of insurance~~ **limit of liability shown in the Declarations** on the building or items to 80% of its full replacement cost **up to that limit**.
  - (3) But, **we** will pay under (1) or (2) no more than the smallest of the following:
    - (a) the limit of liability ~~shown in the Declarations in this policy~~ **shown in the Declarations** for the building or items;
    - (b) the cost to replace the damaged building or items with equivalent construction for equivalent use on the same premises; or
    - (c) the amount actually spent for necessary repair or replacement of the damaged building or items.
  - (4) The replacement cost of any single item of property (other than buildings) is limited to the amount it would cost to replace the item identical to the one damaged or destroyed. When an

identical item is no longer available, replacement cost is limited to the cost of a new item similar to that damaged or destroyed and of like kind and quality.

- (5) If the full cost to repair or replace the damaged property is more than \$1,000 or 5% of the ~~insurance~~ **limit of liability shown in the Declarations** for the building or items in this policy, **we** will not be liable for full replacement cost until actual repair or replacement is completed.
  - (6) If the full cost to repair or replace the damaged property is both less than \$1,000 and less than 5% of the ~~amount of insurance~~ **limit of liability shown in the Declarations** applying to the property, **we** will pay the full cost to repair or replace the damaged property without deduction for depreciation.
  - (7) If **you** elect not to repair or replace the damaged property, **you** may disregard these replacement cost provisions and loss settlement will be for actual cash value. If **you** do, **you** have the right to make further claim for replacement cost within 180 days after the loss for any additional cost **you** incur in replacing the damaged property.
- (c) **We** may make a cash settlement and take all or part of the damaged property at its appraised or agreed on value, or repair or replace the damaged property with property of like kind and quality. **We** must give **you** notice of **our** intention within 30 days after **we** receive **your** proof of loss.
- (d) **(Missouri Only)**  
In the event of partial damage to insured property caused by the peril of fire, **we** will, at **your** option, pay **you** up to the limit of liability **shown in the Declarations** that applies to the property, the repair cost of the damage or repair the damage so that the property will be in as good condition as before the fire.

B-834.4-B