

# HOUSE BILL NO. 2532

## 103RD GENERAL ASSEMBLY

INTRODUCED BY REPRESENTATIVE MOSLEY.

5515H.011

JOSEPH ENGLER, Chief Clerk

### AN ACT

To amend chapter 379, RSMo, by adding thereto one new section relating to insurance coverage of additional living expenses due to gun violence.

*Be it enacted by the General Assembly of the state of Missouri, as follows:*

Section A. Chapter 379, RSMo, is amended by adding thereto one new section, to be known as section 379.965, to read as follows:

**379.965. 1. As used in this section, unless the context otherwise requires, the following terms mean:**

(1) "Covered policy", any policy of:

(a) Homeowners' insurance, as defined in section 374.400;

(b) Dwelling-owners' insurance, as defined in section 374.400; or

(c) Renters' or tenants' insurance, as defined in section 374.400;

(2) "Gun violence incident", any use of a firearm, as defined in section 571.010, that results in shots or explosions regardless of whether such use targeted a specific individual or property including, but not limited to, drive-by shootings, gunfire causing structural damage, or any act of gun violence that disrupts an insured's ability to live in the insured property;

(3) "Insured", any individual covered under a covered policy;

(4) "Insurer", any insurance company, including any reciprocal or inter-insurance exchange, licensed and authorized by the director to write homeowners' insurance, dwelling-owners' insurance, or renters' or tenants' insurance upon property located within this state.

EXPLANATION — Matter enclosed in bold-faced brackets ~~thus~~ in the above bill is not enacted and is intended to be omitted from the law. Matter in bold-face type in the above bill is proposed language.

17           **2. Each insurer that offers or issues covered policies that are delivered, issued for**  
18 **delivery, continued, or renewed in this state on or after January 1, 2027, and that**  
19 **provides coverage for any damage to real or personal property caused by gun violence**  
20 **incidents shall provide coverage for any reasonable increase in living expenses incurred**  
21 **as a result of a gun violence incident that:**

22           **(1) Occurs at or near the insured property; and**

23           **(2) Causes any injury or damage, including physical damage to the insured**  
24 **property, that renders the insured property temporarily uninhabitable.**

25           **3. The coverage required under this section shall be designed to help with**  
26 **expenses such as temporary housing, meals, and other necessary living costs while the**  
27 **insured property is being repaired or replaced.**

28           **4. An insurer shall specify in the policy declarations of the covered policy the**  
29 **maximum amount the insurer will pay for additional living expenses under this section,**  
30 **which shall be either:**

31           **(1) A dollar-amount limit in which the insurer pays up to the specified dollar**  
32 **amount listed in the covered policy for additional living expenses; or**

33           **(2) An ending-date limit in which the insurer provides coverage for a period not**  
34 **to exceed the number of days specified in the covered policy, starting from the date of**  
35 **the gun violence incident or the date the insured property becomes uninhabitable.**

36           **5. The coverage required under this section shall continue for the duration**  
37 **required to repair or replace the damaged property or, if the insured permanently**  
38 **relocates, for the time required for the insured's household to settle elsewhere or until**  
39 **the insured's household can maintain its normal standard of living. The coverage**  
40 **period shall be subject to the limit defined by the covered policy as required under**  
41 **subsection 4 of this section. Payments shall be made for the time needed for repairs to**  
42 **restore the property to a habitable condition or until the insured's relocation is**  
43 **complete.**

44           **6. Expenses eligible for coverage under this section may include, but are not**  
45 **limited to:**

46           **(1) Temporary housing, such as rent for a hotel, apartment, or rental home;**

47           **(2) Increased transportation costs;**

48           **(3) Meals over and above the insured's normal expenses; and**

49           **(4) Other necessary living expenses.**

50           **7. Coverage required under this section shall not include:**

51           **(1) Expenses the insured incurs due to evacuation orders not related to the gun**  
52 **violence incident;**

53           **(2) Any living expenses unrelated to the insured's inability to live in the insured**  
54 **property following the gun violence incident; or**

55           **(3) Any expenses that are not deemed reasonable and necessary by the insurer.**

56           **8. Coverage required under this section shall apply once the insured property is**  
57 **uninhabitable due to the gun violence incident. An insurer may impose a waiting period**  
58 **of up to forty-eight hours before coverage becomes effective.**

59           **9. An insured shall not receive the coverage required under this section unless**  
60 **the insured:**

61           **(1) Notifies the insurer immediately after the gun violence incident occurs. The**  
62 **notification shall include the specific details of the gun violence incident;**

63           **(2) Provides documentation of all additional living expenses incurred; and**

64           **(3) Cooperates with the insurer's investigation, including by providing access to**  
65 **receipts and any necessary records to substantiate the claim.**

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