

FIRST REGULAR SESSION

HOUSE BILL NO. 1433

103RD GENERAL ASSEMBLY

INTRODUCED BY REPRESENTATIVE MOSLEY.

2250H.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; or

(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, 2026, and that**
19 **provide 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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