1 FARM BUREAU BOAT OWNERS POLICY 2 CU - 471 (10/98) 3 **AGREEMENT** 4 5 6 In return for the payment of premium and subject to all the terms of this policy, we (Farm Bureau Town and Country Insurance 7 Company of Missouri) agree with you (the named insured and resident spouse) as follows: 8 9 **DEFINITIONS** 10 11 Some words and phrases are defined. They are in **BOLD** when used. 12 Throughout this policy, you and your refer to: 13 a. The named insured shown on the Declaration Page, and 14 The spouse if a resident of the same household. 15 2. We, us, and our refer to Farm Bureau Town & Country Insurance Company of Missouri. 16 For purposes of this policy, a private passenger type boat will be deemed to be owned by a person if leased: 17 a. Under a written agreement to that person, and 18 For a continuous period of at least (six) 6 months. 19 4. **Bodily injury** means bodily harm, sickness, or non-communicable disease, including death that results. 20 Business means any trade, profession, or occupation. 21 Family member means a person related to you by blood, marriage, or adoption who is a resident of your household. 22 This includes a ward or foster child. 23 **Insured** means: 24 a. The named insured, shown on the Declaration Page. 25 b. Any family member, and 26 c. Any person or organization legally responsible for the use of the insured property, provided the actual use 27 is with **your** prior permission. 28 However insured does not include: 29 a. A paid master or a paid member of the crew of the insured property, or 30 b. A person, firm, corporation, or any agent or employee thereof, operating a boat repair yard, marina, 31 yacht club, sales agency, boat service station, or similar organization. 32 **Insured property** means: 33 a. Outboard boat(s) (and permanently attached equipment) shown on the Declaration Page. 34 b. Inboard-outboard and inboard boat(s) (and permanently attached equipment) shown on the Declaration Page. 35 Boat trailers (and permanently attached equipment) shown on the Declaration Page. c. 36 Miscellaneous equipment, if a premium is shown on the Declaration Page opposite "Coverage D". 37 The boat and motor(s) which **you** acquire during the policy period , provided: 38 1) It replaces **insured property** (refer to the definition in (a.), (b.), or (c.) above, or 39 2) It is an additional boat (not exceeding 31 feet in over-all length) or motor(s) intended for private 40 passenger pleasure use, 41 and, provided, you: 42 1) Notify us or our agent within thirty (30) days from the date of acquisition, and 43 2) Pay the proportionate amount of the applicable premium from the date acquired. 44 A non-owned boat (as defined). 45 9. Non-owned boat means a boat (not over 31 feet in over-all length) and motor(s) not owned by or furnished 46 for the regular use of the named insured or a family member. 47 10. Miscellaneous equipment means all boat equipment and furnishings, attached or unattached, to the boat or carried 48 on board the boat during normal operations, and life preservers. However, miscellaneous equipment does not 49 include outboard motors, fishing tackle, portable fish finding equipment, water skis, other sporting equipment, 50 cameras, other personal property, fuel, and provisions. 51 11. Loss means accidental loss of or damage to the insured property. 52 12. War means war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition 53 relating to war. 54 13. Occupying means in, upon, getting in, on, out, or off.

14. Property damage means physical injury to, destruction of, or loss of use of tangible property.

55

56 **COVERAGE FOR DAMAGE TO YOUR BOAT AND INSURED PROPERTY** 57 (COVERAGES A THROUGH D) 58 59 **INSURING AGREEMENT** 60 61 We will pay for sudden, accidental, and direct physical loss to insured property, less the deductible amount, if any, shown on the 62 Declaration Page. 63 64 65 **TOWING AND LABOR COSTS** 66 67 We will pay the necessary towing and labor costs, not to exceed \$100 for each occurrence, in case of disablement of the boat 68 described on the Declaration Page, provided the labor is performed at the place of disablement. 69 70 71 PERILS NOT COVERED 72 73 We will not pay for loss: 74 1. Caused by wear and tear, gradual deterioration, marring, denting, scratching, freezing, or ice. 75 Caused by mechanical breakdown or failure, but this exclusion will not apply to loss that is the result of: 76 a. Any manufacturing defect in the machinery or hull (except the cost of repairing or replacing the defective part), or 77 b. Other loss covered by this policy. 78 Due to theft of equipment (other than a boat trailer or dinghy) not permanently attached to the boat, but this exclusion 79 will not apply if: 80 a. There are visible signs of forcible entry into the boat, motor vehicle, or premises. 81 Loss is the result of the entire boat. 82 4. To insured property or a non-owned boat designed for racing, or while: 83 a. Competing in, or 84 b. Practicing or preparing for any racing or speed contest. 85 This exclusion (4.) does not apply to sailboats. 86 5. Any loss to insured property or any non-owned boat due to confiscation by governmental or civil authorities. 87 This exclusion (5.) does not apply to the interest of Loss Payees in the insured property. 88 Loss to any non-owned boat when used by you or any family member without a reasonable belief that you 89 or that family member is entitled to do so. 90 7. Loss to, or loss of use of, a **non-owned boat** rented by: 91 a. You, or 92 b. Any family member. 93 If a boat rental company is precluded from recovering such loss or loss of use from you or that family member, 94 pursuant to the provisions of any applicable rental agreement or state law. 95 Damage to your insured property if the actions of any insured contributed to the damage by seeking to elude lawful 96 apprehension, arrest by a law enforcement officer, or while committing a felony. 97 Due to or as a consequence of: 98 a. Radioactive contamination. 99 b. Discharge of any nuclear weapon (even if accidental). 100 c. War (declared or undeclared). 101 Civil war. d. 102 Insurrection, or 103 Rebellion or revolution. 104 105

106 107	DEDUCTIBLE
107	he deductible amount, if any, shown on the Declaration Page will be deducted from the amount of loss in any one occurrence,
109	ubject to the following provisions:
110	1. No deductible will apply if the loss is due to:
111	a. Collision with another boat insured by us , or
112	b. Towing and related labor costs.
113	2. If two or more coverages are involved in any one loss, only the largest applicable deductible will be applied.
114	3. The deductible for loss under the Personal Property Endorsement is \$50.
115	
116	
117	LIMIT OF LIABILITY
118	
119	1. Our Limit of Liability for a loss to insured property, except any non-owned boat, will be the lesser of the:
120	a. Actual Cash Value (ACV) of the stolen or damaged property.
121	b. Amount necessary to repair or replace the property with other property of like kind and quality.
122	c. The amount shown on the Declaration Page, or
123	d. Insurable interest you have in the insured property .
124	2. The most we will pay for loss to any non-owned boat is the lesser of the following:
125	a. Actual Cash Value (ACV) of the stolen or damaged property, or
126	b. Amount necessary to repair or replace the property with other property of like kind and quality.
127	3. An adjustment for depreciation and physical condition will be made in determining Actual Cash Value (ACV) in the
128	event of any covered loss.
129	4. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
130	
131	
132	PAYMENT OF LOSS
133	
134	Ve may pay for any loss in money, or may repair or replace the damaged insured property or any of its parts with like kind or
135	uality, or may, at any time before the loss is paid, at our expense, return the stolen property to:
136	1. You , or
137	2. The address shown on the Declaration Page.
138	we return stolen property, we will pay for any damage resulting from the theft. We may, at our option, take all or such part of
139	ne damaged, destroyed, or stolen and recovered property at the agreed or appraised value, but there will be no abandonment
140	f the damaged property to us . If we pay for loss in money, our settlement will include the applicable sales tax affidavit for the
141	amaged or stolen property.
142	
143	
144	OTHER INSURANCE
145	
146	the insured has other insurance against a loss covered by this section of the policy, we will not be liable for a greater
147	roportion of the loss than the applicable Limit of Liability of this policy bears to the total applicable limit of all valid and
148	ollectible insurance against the loss.
149	
150	he insurance provided by this policy for a non-owned boat is excess insurance over any other valid and collectible insurance.
151	
152	
153	APPRAISAL
154	
155	1. If we and you do not agree on the amount of loss, then an appraisal of the loss may be made. However, both parties
156	must agree to the appraisal. In this event, each party will select a competent appraiser. The two appraisers will select
157	an arbitrator. The appraisers will state separately the Actual Cash Value (ACV) and the amount of loss. If they fail to
158	agree, they will submit their differences to the arbitrator. A decision agreed to by any two will be binding on that

160		a. Pay its chosen appraiser, and			
161		b. Bear the expenses of the appraisal and arbitrator equally.			
162	2.	We do not waive any of our rights under this policy by agreeing to an appraisal.			
163					
164					
165		LIABILITY & MEDICAL PAYMENTS			
166		(COVERAGES E AND F)			
167					
168					
169		COVERAGE E – LIABILITY INSURING AGREEMENT			
170					
171	We will	pay damages for bodily injury or property damage for which any insured becomes legally obligated to pay because			
172	of a boat accident that results from the ownership, maintenance, or use of:				
173	1.	The insured property, or			
174	2.	A non-owned boat by you or a family member if the use is with the permission of the owner and is within the scope			
175		of that permission.			
176	We will	defend any suit alleging damages which are payable under the terms of this policy, even if any of the allegations of the			
177	suit are a	groundless, false, or fraudulent; but we may make whatever investigation and settlement of any claim or suit as we			
178	deem ex	pedient.			
179					
180					
181		ADDITIONAL COVERAGES			
182					
183	In additi	on to the applicable Limits of Liability, we will pay:			
184	1.	Expenses incurred by us and costs taxed against the insured in any suit defended by us .			
185	2.	Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay			
186		our Limit of Liability, we will not pay any prejudgment interest based on that period of time after the offer.			
187	3.	Premiums on appeal bonds required in any suit and premiums on bonds to release attachments for an amount not			
188		exceeding our Limit of Liability.			
189	4.	Up to \$100 a day for loss of earnings, but not other income, because of attendance at hearings or trails at our request.			
190	5.	Up to \$500 per person for expenses incurred by the insured for immediate first aid to others at the time of an accident,			
191		for injury covered by this insurance.			
192	6.	Cost or expenses of (or incidental to) the removal of the wreck of the insured property when such removal is			
193		compulsory by law, less the value of any salvage recovered from the wreck by the insured.			
194	7.	Other reasonable expenses incurred at our request.			
195					
196					
197		COVERAGE NOT INCLUDED			
198					
199	This poli	cy does not apply:			
200	1.	To bodily injury to any employee of the insured if the injury occurs in the course of their employment.			
201	2.	To liability assumed by the insured under any contract or agreement.			
202	3.	To property damage to property used by, rented to, or in the care, custody, or control of the insured , or which the			
203		insured is for any purpose exercising physical control.			
204	4.	To bodily injury or property damage with respect to which any insured under this policy is also an insured under			
205		a nuclear energy policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability			
206		Underwriters, or Nuclear Insurance of Canada, or would be an insured under any such policy but for its termination			

159

207

208

209

210

211

212

213

upon exhaustion of its Limit of Liability.

livery conveyance.

5. For liability of the **insured** for punitive or exemplary damages.

For any **insured** who intentionally causes **bodily injury** or **property damage**.

insured and us. Each party will:

8. For any insured maintaining or using any boat while that insured is employed or otherwise engaged in any business.
9. For any insured using a boat without a reasonable belief that the insured is entitled to do so.

7. For that insured's liability arising out of the ownership or operation of a boat while it is being used as a public or

214 10. For bodily injury which arises out of the transmission of a communicable disease by any insured. 215 11. For **bodily injury** to **you**, or any **family member**, or 216 12. For bodily injury or property damage to any insured if such insured's conduct contributed to the bodily injury 217 or property damage by seeking to elude lawful apprehension, arrest by a law enforcement office, or while 218 219 13. To bodily injury or property damage resulting from any boat designed for racing, or any insured property while: 220 a. Competing in, or 221 b. Practicing or preparing for any racing or speed contest. 222 223 224 LIMITS OF LIABILITY 225 226 The Limit of Liability stated in Coverage E on the Declaration Page is our maximum Limit of Liability for all damages as the 227 result of any one occurrence. This is the most we will pay regardless of the number of: 228 1. Insured(s). 229 2. Claims made. 230 3. Boats or premiums shown on the Declaration Page, or 231 4. Boats involved in the boating accident. 232 233 234 OTHER INSURANCE - COVERAGE E 235 236 If the insured has other insurance against a loss covered by this policy, we will not be liable under this policy for a greater 237 proportion of the loss than the applicable Limit of Liability stated on the Declaration Page bears to the total applicable Limit of 238 Liability of all valid and collectible insurance against the loss. 239 240 The insurance provided by this policy for a non-owned boat will be excess insurance over any valid and collectible 241 insurance. 242 243 244 **COVERAGE F - MEDICAL PAYMENTS** 245 **INSURING AGREEMENT** 246 247 We will pay the reasonable and necessary expenses to (or for) each person who incurs an injury caused by an accident while 248 in, upon, boarding, or leaving the boat described on the Declaration Page. 249 250 Reasonable and necessary expenses include medical, surgical, dental, X-ray, ambulance, hospital and professional nursing 251 service, and prosthetic devices. 252 253 This coverage is limited to expenses incurred within three (3) years from the date of the accident. 254 255 256 **COVERAGE NOT INCLUDED** 257 258 This policy does not apply: 259 1. While the **insured property** is being used as a public or livery conveyance, or to carry passengers for hire. 260 2. To **bodily injury** to any person to (or for) whom benefits may be paid under any Workmen's Compensation or 261 Longshoremen's and Harbor Workers Compensation Laws because of **bodily injury**. 262 3. To bodily injury to any employee of the insured while engaged in the employment (other than domestic) of the 263 insured, or while engaged in the operation, maintenance, or repair of the insured property. 264 4. Sustained while occupying, or when struck by, any boat (other than your insured property) which is: 265 a. Owned by you, or 266 b. Furnished or available for **your** regular use.

267	5.	Sustained while occupying, or when struck by, any boat (other than your insured property) which is:
268		a. Owned by any family member , or
269		b. Furnished or available for the regular use of any family member .
270		However, this exclusion (5.) does not apply to you .
271	6.	Sustained while occupying any boat without a reasonable belief that the insured is entitled to do so.
272	7.	Caused by or as a consequence of:
273		a. Discharge of a nuclear weapon (even if accidental).
274		b. War (declared or undeclared).
275		c. Civil war.
276		d. Insurrection, or
277		e. Rebellion or revolution.
278	8.	From or as a consequence of the following, whether controlled or uncontrolled, or however caused:
279		a. Nuclear reaction.
280		b. Radiation, or
281		c. Radioactive contamination.
282	9.	Sustained while occupying any boat designed for racing, or any boat while:
283		a. Competing in, or
284		b. Practicing or preparing for any racing or speed contest.
285	10.	If such insured 's conduct contributed to the bodily injury by seeking to elude lawful apprehension, arrest by a law
286		enforcement officer, or while committing a felony.
287	11.	Which arises out of the transmission of a communicable disease to any insured or any occupant of the insured
288		property.
289	12.	To bodily injury or property damage sustained while the insured property is being used in any business of the
290		insured.
291		
292		
202		LIMITS OF LIABILITY
293		
293 294		
	1.	The Limit of Liability shown on the Declaration Page for this coverage is our maximum Limit of Liability for each
294	1.	
294 295	1.	The Limit of Liability shown on the Declaration Page for this coverage is our maximum Limit of Liability for each
294 295 296	1.	The Limit of Liability shown on the Declaration Page for this coverage is our maximum Limit of Liability for each person injured in any one accident. This is the most we will pay regardless of the number of:
294 295 296 297	1.	The Limit of Liability shown on the Declaration Page for this coverage is our maximum Limit of Liability for each person injured in any one accident. This is the most we will pay regardless of the number of: a. Insured (s).
294 295 296 297 298	1.	The Limit of Liability shown on the Declaration Page for this coverage is our maximum Limit of Liability for each person injured in any one accident. This is the most we will pay regardless of the number of: a. Insured (s). b. Claims made.
294 295 296 297 298 299	1.	The Limit of Liability shown on the Declaration Page for this coverage is our maximum Limit of Liability for each person injured in any one accident. This is the most we will pay regardless of the number of: a. Insured (s). b. Claims made. c. Boats or premiums shown on the Declaration Page, or
294 295 296 297 298 299 300		The Limit of Liability shown on the Declaration Page for this coverage is our maximum Limit of Liability for each person injured in any one accident. This is the most we will pay regardless of the number of: a. Insured (s). b. Claims made. c. Boats or premiums shown on the Declaration Page, or d. Boats involved in the accident.
294 295 296 297 298 299 300 301		The Limit of Liability shown on the Declaration Page for this coverage is our maximum Limit of Liability for each person injured in any one accident. This is the most we will pay regardless of the number of: a. Insured (s). b. Claims made. c. Boats or premiums shown on the Declaration Page, or d. Boats involved in the accident. The maximum amount payable per person under Coverage F (Medical Payments Coverage) for funeral services
294 295 296 297 298 299 300 301 302		The Limit of Liability shown on the Declaration Page for this coverage is our maximum Limit of Liability for each person injured in any one accident. This is the most we will pay regardless of the number of: a. Insured (s). b. Claims made. c. Boats or premiums shown on the Declaration Page, or d. Boats involved in the accident. The maximum amount payable per person under Coverage F (Medical Payments Coverage) for funeral services
294 295 296 297 298 299 300 301 302 303		The Limit of Liability shown on the Declaration Page for this coverage is our maximum Limit of Liability for each person injured in any one accident. This is the most we will pay regardless of the number of: a. Insured (s). b. Claims made. c. Boats or premiums shown on the Declaration Page, or d. Boats involved in the accident. The maximum amount payable per person under Coverage F (Medical Payments Coverage) for funeral services
294 295 296 297 298 299 300 301 302 303 304		The Limit of Liability shown on the Declaration Page for this coverage is our maximum Limit of Liability for each person injured in any one accident. This is the most we will pay regardless of the number of: a. Insured (s). b. Claims made. c. Boats or premiums shown on the Declaration Page, or d. Boats involved in the accident. The maximum amount payable per person under Coverage F (Medical Payments Coverage) for funeral services is the policy limits or \$6,000.00, which ever is less.
294 295 296 297 298 299 300 301 302 303 304 305	2.	The Limit of Liability shown on the Declaration Page for this coverage is our maximum Limit of Liability for each person injured in any one accident. This is the most we will pay regardless of the number of: a. Insured (s). b. Claims made. c. Boats or premiums shown on the Declaration Page, or d. Boats involved in the accident. The maximum amount payable per person under Coverage F (Medical Payments Coverage) for funeral services is the policy limits or \$6,000.00, which ever is less.
294 295 296 297 298 299 300 301 302 303 304 305 306	2. Under Co	The Limit of Liability shown on the Declaration Page for this coverage is our maximum Limit of Liability for each person injured in any one accident. This is the most we will pay regardless of the number of: a. Insured (s). b. Claims made. c. Boats or premiums shown on the Declaration Page, or d. Boats involved in the accident. The maximum amount payable per person under Coverage F (Medical Payments Coverage) for funeral services is the policy limits or \$6,000.00, which ever is less. PROOF AND PAYMENT OF LOSS
294 295 296 297 298 299 300 301 302 303 304 305 306 307	2. Under Co service, 3	The Limit of Liability shown on the Declaration Page for this coverage is our maximum Limit of Liability for each person injured in any one accident. This is the most we will pay regardless of the number of: a. Insured (s). b. Claims made. c. Boats or premiums shown on the Declaration Page, or d. Boats involved in the accident. The maximum amount payable per person under Coverage F (Medical Payments Coverage) for funeral services is the policy limits or \$6,000.00, which ever is less. PROOF AND PAYMENT OF LOSS overage F (Medical Payments Coverage), we may pay the injured person or any person or organization rendering the
294 295 296 297 298 299 300 301 302 303 304 305 306 307 308	Under Co service, or funera	The Limit of Liability shown on the Declaration Page for this coverage is our maximum Limit of Liability for each person injured in any one accident. This is the most we will pay regardless of the number of: a. Insured (s). b. Claims made. c. Boats or premiums shown on the Declaration Page, or d. Boats involved in the accident. The maximum amount payable per person under Coverage F (Medical Payments Coverage) for funeral services is the policy limits or \$6,000.00, which ever is less. PROOF AND PAYMENT OF LOSS overage F (Medical Payments Coverage), we may pay the injured person or any person or organization rendering the and such payment will reduce the amount payable under Coverage F (Medical Payments Coverage) for such medical
294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309	Under Co service, or funera	The Limit of Liability shown on the Declaration Page for this coverage is our maximum Limit of Liability for each person injured in any one accident. This is the most we will pay regardless of the number of: a. Insured (s). b. Claims made. c. Boats or premiums shown on the Declaration Page, or d. Boats involved in the accident. The maximum amount payable per person under Coverage F (Medical Payments Coverage) for funeral services is the policy limits or \$6,000.00, which ever is less. PROOF AND PAYMENT OF LOSS overage F (Medical Payments Coverage), we may pay the injured person or any person or organization rendering the and such payment will reduce the amount payable under Coverage F (Medical Payments Coverage) for such medical al services. Payment under Coverage F (Medical Payments Coverage) will not constitute an admission of liability of any
294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310	Under Co service, or funera	The Limit of Liability shown on the Declaration Page for this coverage is our maximum Limit of Liability for each person injured in any one accident. This is the most we will pay regardless of the number of: a. Insured (s). b. Claims made. c. Boats or premiums shown on the Declaration Page, or d. Boats involved in the accident. The maximum amount payable per person under Coverage F (Medical Payments Coverage) for funeral services is the policy limits or \$6,000.00, which ever is less. PROOF AND PAYMENT OF LOSS overage F (Medical Payments Coverage), we may pay the injured person or any person or organization rendering the and such payment will reduce the amount payable under Coverage F (Medical Payments Coverage) for such medical al services. Payment under Coverage F (Medical Payments Coverage) will not constitute an admission of liability of any
294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311	Under Co service, or funera	The Limit of Liability shown on the Declaration Page for this coverage is our maximum Limit of Liability for each person injured in any one accident. This is the most we will pay regardless of the number of: a. Insured (s). b. Claims made. c. Boats or premiums shown on the Declaration Page, or d. Boats involved in the accident. The maximum amount payable per person under Coverage F (Medical Payments Coverage) for funeral services is the policy limits or \$6,000.00, which ever is less. PROOF AND PAYMENT OF LOSS overage F (Medical Payments Coverage), we may pay the injured person or any person or organization rendering the and such payment will reduce the amount payable under Coverage F (Medical Payments Coverage) for such medical al services. Payment under Coverage F (Medical Payments Coverage) will not constitute an admission of liability of any
294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312	Under Co service, or funera	The Limit of Liability shown on the Declaration Page for this coverage is our maximum Limit of Liability for each person injured in any one accident. This is the most we will pay regardless of the number of: a. Insured (s). b. Claims made. c. Boats or premiums shown on the Declaration Page, or d. Boats involved in the accident. The maximum amount payable per person under Coverage F (Medical Payments Coverage) for funeral services is the policy limits or \$6,000.00, which ever is less. PROOF AND PAYMENT OF LOSS overage F (Medical Payments Coverage), we may pay the injured person or any person or organization rendering the and such payment will reduce the amount payable under Coverage F (Medical Payments Coverage) for such medical al services. Payment under Coverage F (Medical Payments Coverage) will not constitute an admission of liability of any or of us , except Coverage F (Medical Payments Coverage).
294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313	Under Co service, a or funera person, o	The Limit of Liability shown on the Declaration Page for this coverage is our maximum Limit of Liability for each person injured in any one accident. This is the most we will pay regardless of the number of: a. Insured (s). b. Claims made. c. Boats or premiums shown on the Declaration Page, or d. Boats involved in the accident. The maximum amount payable per person under Coverage F (Medical Payments Coverage) for funeral services is the policy limits or \$6,000.00, which ever is less. PROOF AND PAYMENT OF LOSS overage F (Medical Payments Coverage), we may pay the injured person or any person or organization rendering the and such payment will reduce the amount payable under Coverage F (Medical Payments Coverage) for such medical al services. Payment under Coverage F (Medical Payments Coverage) will not constitute an admission of liability of any or of us , except Coverage F (Medical Payments Coverage).
294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314	Under Coservice, or funers person, of	The Limit of Liability shown on the Declaration Page for this coverage is our maximum Limit of Liability for each person injured in any one accident. This is the most we will pay regardless of the number of: a. Insured (s). b. Claims made. c. Boats or premiums shown on the Declaration Page, or d. Boats involved in the accident. The maximum amount payable per person under Coverage F (Medical Payments Coverage) for funeral services is the policy limits or \$6,000.00, which ever is less. PROOF AND PAYMENT OF LOSS overage F (Medical Payments Coverage), we may pay the injured person or any person or organization rendering the and such payment will reduce the amount payable under Coverage F (Medical Payments Coverage) for such medical al services. Payment under Coverage F (Medical Payments Coverage) will not constitute an admission of liability of any or of us , except Coverage F (Medical Payments Coverage). OTHER INSURANCE – COVERAGE F
294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315	Under Coservice, or funers person, of	The Limit of Liability shown on the Declaration Page for this coverage is our maximum Limit of Liability for each person injured in any one accident. This is the most we will pay regardless of the number of: a. Insured (s). b. Claims made. c. Boats or premiums shown on the Declaration Page, or d. Boats involved in the accident. The maximum amount payable per person under Coverage F (Medical Payments Coverage) for funeral services is the policy limits or \$6,000.00, which ever is less. PROOF AND PAYMENT OF LOSS overage F (Medical Payments Coverage), we may pay the injured person or any person or organization rendering the and such payment will reduce the amount payable under Coverage F (Medical Payments Coverage) for such medical all services. Payment under Coverage F (Medical Payments Coverage) will not constitute an admission of liability of any or of us , except Coverage F (Medical Payments Coverage). OTHER INSURANCE – COVERAGE F Sured has other insurance against a loss covered by this policy, we will not be liable under this policy for a greater

The insurance provided by this policy for a **non-owned boat** will be excess insurance over any valid and collectible

 insurance.

323		GENERAL CONDITIONS
324		(Applicable to the entire policy except as noted.)
325		
326		
327		POLICY PERIOD AND BILLING CYCLE
		POLICY PERIOD AND BILLING CYCLE
328		
329	1.	As to the insured :
330		The policy term will be for the period shown on the Declaration Page under "Policy Period" and for such succeeding
331		periods, each of similar duration, provided:
332		a. A required premium computed at our current rate for the coverage offered is paid and accepted by us on or before
333		the expiration of the current policy period, and
334		b. You maintain an active Farm Bureau membership for the date of renewal.
335	2.	As to the interest of the Loss Payee:
336		This policy will remain in effect from the inception date until cancellation notice is mailed to the Loss Payee, and for
337		an additional ten (10) day period.
338		an additional ten (20) day penod.
339		
340		CHANCEC IN THE DOLLOW
		CHANGES IN THE POLICY
341		
342	1.	This policy contains all the agreements between you and us . Its terms may not be changed or waived except by
343		written endorsement issued by us .
344	2.	If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes
345		during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
346		a. The number, type, or use classification of insured property .
347		b. Operators using insured property.
348		c. The place of principal garaging of insured property .
349		d. Coverage, deductible, or limits.
350		If a change resulting from (a.) or (b.) requires a premium adjustment, we will make the premium adjustment in
351		accordance with our manual rules.
352	3.	If we make a change which broadens coverage under this edition of your policy without additional premium charge,
353	5.	that change will automatically apply to your policy as of the date we implement the change.
354		that change will automatically apply to your policy as of the date we implement the change.
355		
356		PRIVATE PLEASURE USE
357		
358	The insu	red warrants that the insured property will be used solely for private pleasure purposes and will not be hired or
359	chartere	d.
360		
361		
362		GEOGRAPHICAL LIMITS
363		
364	This poli	cy applies anywhere on the coastal waters, tributaries thereto, inland lakes and rivers, or land, of the continental United
365	States (i	ncluding Alaska) and Canada.
366	•	
367		
368		DUTIES AFTER AN ACCIDENT OR LOSS
369		DOTTES AT TER ARE ACCIDENT OR 1033
30 <i>9</i> 370	Me boye	and duty to provide coverage under this policy upless there has been full compliance with the following duties:
		e no duty to provide coverage under this policy unless there has been full compliance with the following duties:
371 272	1.	We must be notified promptly of how, when, and where the accident or loss happened. Notice should also include the
372	_	names and addresses of any injured persons and of any witnesses.
373	2.	A person seeking any coverage must:
374		a. Cooperate with us in the investigation, settlement, or defense of any claim or suit.
375		b. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
376		c. Submit, as often as we reasonably require:
377		1) To physical exams by physicians we select. We will pay for these exams.
378		2) To examination under oath and subscribe the same.

379		d. Authorize us to obtain:
380		1) Medical reports, and
381		2) Other pertinent records.
382		e. Submit a proof of loss when required by us .
383	3.	A person seeking coverage for Damage to Your Boat and Insured Property must also:
384	0.	a. Take reasonable steps after loss to protect your insured property or any non-owned boat and its equipment
385		from further loss. We will pay reasonable expenses incurred to do this.
386		
387		
		c. Permit us to inspect and appraise the damaged property before its repair or disposal.
388	4.	The insured will not, except at their own cost, voluntarily make any payment, assume any obligation, or incur any
389		expense other than for such immediate medical or surgical relief to others required at the time of the accident as
390		allowed in additional coverages.
391		
392		
393		LEGAL ACTION AGAINST US
394		
395	1.	No legal action may be brought against us until there has been full compliance with all the terms of this policy.
396		In addition, under Coverage E (Liability Coverage), no legal action may be brought against us until:
397		a. We agree in writing that the insured has an obligation to pay, or
398		b. The amount of that obligation has been finally determined by judgment after trial.
399	2	
	2.	No person or organization has any right under this policy to bring us into any action to determine the liability of
400		any insured.
401		
402	Bankrup	tcy or insolvency of the insured will not relieve us of any obligations.
403		
404		
405		ASSIGNMENT OF THE POLICY
406		
407	This insu	rance will be void in case this policy or the interest insured by this policy are sold, assigned, transferred,
408	or pledg	
409	p8	
410		
411		DEATH OF THE NAMED INSURED
		DEATH OF THE NAMED INSORED
412		Calculated a Calculated Associated Associate
413		f the death of the named insured this policy will cover:
414	1.	As named insured:
415		a. The spouse.
416		b. The named insured's legal representative, but only while acting within the scope of their duties.
417	2.	As an insured :
418		a. Any family member residing in the deceased's household at the time of the death.
419		b. Any person having proper temporary custody of the insured property , until the appointment and qualification
420		of the legal representative.
421		
422		
423		OLID DICLIT TO DECOVED DAVIAGNIT
		OUR RIGHT TO RECOVER PAYMENT
424		
425	1.	If we make a payment under any part of, or endorsements to, this policy and the person to or for whom payment was
426		made has a right to recover damages from another, we will be subrogated to that right. That person will do:
427		a. Whatever is necessary to enable us to exercise our rights, and
428		b. Nothing after loss to prejudice our right to recover payment.
429		However our rights in this paragraph (1.) do not apply under Coverages A-D (Coverage for Damage to Your Boat
430		and Insured Property) against any person using your boat or insured property with a reasonable belief that the
431		person is entitled to do so.
432	า	·
+ J∠	2.	Our Right to Recover Payment does not apply to Coverage F (Medical Payments) in the state of Missouri.

433 3. If we make a payment under this policy and the person to or for whom payment is made recovers damages from 434 another, that person will: 435 a. Hold in trust for us the proceeds of the recovery, and 436 b. Reimburse us to the extent of our payment. 437 438 439 **CANCELLATION OF THE POLICY** 440 441 The named insured may cancel this policy by mailing to us written notice stating when, in the future, such cancellation will be 442 443

effective. We may cancel this policy by mailing to the named insured at the address shown in the policy, written notice stating when not less than ten(10) days thereafter such cancellation will be effective. The mailing of notice will be sufficient proof of notice and the effective date and hour of cancellation stated in the notice will become the end of the policy period. Delivery of written notice will be equivalent to mailing.

If the named insured cancels, earned premium will be computed in accordance with the customary short rate table or pro-rata at our option, except that the minimum earned premium will be \$10.00. If we cancel, earned premium will be computed pro-rata. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

LOSS PAYABLE CLAUSE (COVERAGES A THROUGH D)

The coverage provided by this clause applies only if a Loss Payee is shown on the Declaration Page. All definitions, duties, and general provisions in this policy form apply unless specifically modified by the language in this clause.

Loss or damage under this policy will be paid, as interest may appear, to you and the Loss Payee shown on the Declaration Page. This insurance, with respect to the interest of the Loss Payee, will not become invalid because of your fraudulent acts or omissions unless the loss results from your conversion, secretion, or embezzlement of your covered property. We may cancel this policy at any time, as provided by the terms of this policy. In the event the policy should expire and not be renewed, or is canceled for any reason, the Loss Payee named on the Declaration Page will be given ten (10) days notice before such expiration or cancellation will become effective with respect to the Loss Payee's interest.

When we pay the Loss Payee, we will, to the extent of payment, be subrogated to the Loss Payee's rights of recovery.

The Loss Payee will, on demand, pay any premium due under this policy which you may neglect to pay. The Loss Payee must notify us of any change of ownership or increase of hazard of which the Loss Payee has knowledge.

TERMS OF POLICY CONFORM TO STATUTE

Any terms of this policy which are in conflict with the statutes of the state wherein this policy is issued are hereby amended to conform to such statutes.

IN WITNESS WHEREOF, THE FARM BUREAU TOWN & COUNTRY INSURANCE COMPANY OF MISSOURI has caused this policy to be signed by its President and Secretary at Jefferson City, Missouri.

Blake Hurst, President Daniel L. Cassidy, Secretary

Sel Hunst

444

445

446 447

448

449

450

451 452 453

454

455 456

457

458 459

460

461

462

463

464

465 466

467 468

469

470 471 472

473 474

475

476 477

1 **OPTIONAL ENDORSEMENT SECTION** 2 3 The following optional Endorsements apply only if they are listed on the Declaration Page and a premium is shown. 4 5 6 PERSONAL PROPERTY ENDORSEMENT 7 8 When shown on the Declaration Page, this policy is extended to cover the following personal property subject to all the terms of 9 the policy. 10 11 1. Personal property owned by the insured while such property is located in or upon the insured boat. 12 2. Fishing gear, tackle, and portable fish finding equipment; swimming gear, diving equipment, water sport equipment, 13 ropes, tubes, and rafts located in or upon the insured boat or elsewhere. 14 Exclusion: This coverage does not include outboard motors, trolling motors, boat trailers, batteries, boat covers, or 15 miscellaneous equipment which is normally required by regulation or Custom to be in or upon the boat during normal 16 operation; or such property which is permanently attached, screwed, or bolted to the boat, or property which is covered 17 under Miscellaneous Equipment Coverage of this or any other policy. 18 19 1 Farm Bureau Town & Country Insurance Company of Missouri 2 MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION 3 **COVERAGE – LIMITED ENDORSEMENT** 4 5 A. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred 6 to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be 7 referred to as the Association), the Association will pay claims covered under the Act if we become insolvent. 8 B. Missouri Law requires that this endorsement be attached to all policies that exceed the limitations of coverage 9 provided under the Act. These limitations are shown in paragraph (C.) below. 10 C. LIMITATIONS OF COVERAGE 11 The Act contains various exclusions, conditions, and limitations that govern a claimant's eligibility to collect payment 12 from the Association and affect the amount of any payment. The following limitations apply subject to all other 13 provisions of this Act: 14 1. Claims covered by the Association do not include a claim by or against an **insured** of an insolvent insurer, if 15 that insured has a net worth of more than \$25 million on the date we become insolvent. 16 2. Payments made by the Association for covered claims will include only that amount of each claim which is: 17 a. In excess of \$100, and 18 b. Less than \$300,000. 19 However, the Association will not: 20 a. Pay an amount in excess of the applicable Limit of Liability of the policy from which a claim arises, or 21 b. Return any unearned premium to an insured in excess of \$10,000. 22 23 These limitations have no effect on the coverage **we** will provide under this policy. 24 25 All other provisions of this policy apply. 26 27 28 NOTICE TO ALL POLICYHOLDERS REGARDING PCGA ENDORSEMENT

29 30

Missouri insurance statutes now require insurance companies to include the above endorsement on most policies when in Missouri.

31 32 33

This endorsement is effective on the renewal date of each policy you have with Farm Bureau Town & Country Insurance Company of Missouri.

34 35 36

Please contact your agent if you have any questions.