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**BUSINESS AUTO COVERAGE FORM**  
**CU-1310 12/01**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this policy the words **you** and **your** refer to the Named Insured shown on the Declaration Page. The words **we**, **us**, and **our** refer to Farm Bureau Town and Country Insurance Company of Missouri.

Other words and phrases that appear in bold text have special meaning. Refer to Section V – Definitions.

**SECTION I**  
**YOUR COVERED AUTOS**

**Your Covered Auto** means:

1. Any **auto** shown on the Declaration Page and equipment permanently attached.
2. Any of the following types of **autos** on the date **you** become the owner:
  - a. A private passenger **auto** primarily designed to transport people.
  - b. A pickup, van, or truck that is not used for the delivery or transportation of goods and materials unless such use is for **farming** or **farm use**.

This provision (2.) applies only if:

- a. **You** acquire the **auto** during the policy period;
- b. **You** ask **us** to insure it within 30 (thirty) days after **you** become the owner; and
- c. No other insurance policy provides coverage for that **auto**. If the **auto you** acquire replaces one shown on the Declaration Page, it will have the same coverage **as** the **auto** it replaced. If the **auto you** acquire is in addition to any shown on the Declaration Page, it will have the broadest coverage **we** now provide for any **auto** shown on the Declaration Page.

Certain Trailers, **Mobile Equipment**, and Temporary Substitute **Autos** means:

If Liability Coverage is provided by this Coverage Form, the following types of **autos** are also covered **autos** for Liability Coverages:

1. **Trailers** with a load capacity of 2,000 pounds or less designed primarily for travel on public roads. The 2,000 pound limit does not apply to **trailers** used in **farming** or **farm use**.
2. **Mobile equipment** while being carried or towed by a covered **auto**.
3. Any **auto you** do not own while used with the permission of its owner as a temporary substitute for a covered **auto you** own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. **Loss**
  - e. Destruction
4. Any **auto** you do not own, but only while used in **farming** or ranching.

**SECTION II**  
**LIABILITY COVERAGE**

A. COVERAGE

If the Declaration Page shows a limit for **bodily injury** or **property damage**, **we** will pay all sums an **insured** legally must pay as damages because of **bodily injury** or **property damage** to which this insurance applies, caused by an **accident** and resulting from the ownership, maintenance, or use of a covered **auto**.

**We** will also pay all sums an **insured** legally must pay **as a covered pollution cost or expense** to which this insurance applies, caused by an **accident** and resulting from the ownership, maintenance, or use of **your** covered **autos**. However, **we** will only pay for the **covered pollution cost of expense** if there is either **bodily injury** or **property damage** to which this insurance applies that is caused by the same **accident**. **We** have the right and duty to defend any **insured** against a **suit** asking for such damages or a **covered pollution cost or expense**. However, **we** have no duty to defend any **insured** against a **suit** seeking damages for **bodily injury** or **property damage** or a **covered pollution cost or expense** to which this insurance does not apply. **We** may investigate and settle any claim or **suit** as **we** consider appropriate.

1. WHO IS AN **INSURED** – FOR LIABILITY COVERAGE ONLY

The following are **insureds**:

- a. **You** for any covered **auto**. If the Named Insured is an individual, **you** also includes **your** resident spouse.

- 66 b. Anyone else while using with **your** permission a covered **auto you** own, hire, or borrow except:  
67 1) The owner or anyone else from whom **you** hire or borrow a covered **auto**. This exception does not apply if the  
68 covered **auto** is a **trailer** connected to a covered **auto you** own.  
69 2) **Your** employee if the covered **auto** is owned by that employee or a member of his or her household.  
70 3) Someone using a covered **auto** while he or she is working in a business of selling, servicing, repairing,  
71 parking, or storing **autos** unless that business is **yours**.  
72 4) Anyone other than **your** employees, partners, a lessee or borrower or any of their employees, while moving  
73 property to or from **your** covered **auto**.  
74 5) A partner of **yours** for **your** covered **auto** owned by him or her or a member of his or her household.  
75

76 2. COVERAGE EXTENSIONS – FOR LIABILITY COVERAGE ONLY

- 77 a. Supplementary Payments. In addition to the Limit(s) of Insurance, **we** will pay on behalf of the **insured**:  
78 1) All expenses **we** incur.  
79 2) Up to \$250 for cost of bail bonds (including bonds for related traffic law violations) required because of an  
80 **accident we** cover. **We** do not have a duty to apply for or furnish these bonds.  
81 3) The cost of bonds to release attachments in any **suit we** defend, but only for bond amounts within **our** Limit(s)  
82 of Insurance.  
83 4) All reasonable expenses incurred by the **insured** at **our** request, including actual loss earning up to \$100 a  
84 day because of time off from work.  
85 5) All costs taxed against the **insured** in any **suit we** defend.  
86 6) All interest on the full amount of any judgment that accrues after entry of the judgment in any **suit we** defend,  
87 but **our** duty to pay interest ends when **we** have paid, offered to pay, or deposited in court the part of the  
88 judgment that is within **our** Limit(s) of Insurance.  
89 7) Prejudgment interest awarded against the **insured** on the part of the judgment **we** pay. If **we** make an offer to  
90 pay the applicable Limit(s) of Insurance, **we** will not pay any prejudgment interest based on that period of time  
91 after the offer.

- 92 b. Out-of-State Coverage Extensions.

93 While a covered **auto** is away from the state where it is licensed **we** will:

- 94 1) Modify the Limit(s) of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial  
95 responsibility law of the jurisdiction where the covered **auto** is being used. This extension does not apply to  
96 the limit or limits specified by any law governing motor carriers of passengers or property.  
97 2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles  
98 by the jurisdiction where the covered **auto** is being used.  
99

100 **We** will not pay anyone more than once for the same elements of loss because of these extensions.

101 B. EXCLUSIONS – FOR LIABILITY COVERAGE ONLY

102 This insurance does not apply to any of the following:  
103

- 104 1. Expected or Intended Injury  
105 **Bodily injury** or **property damage** expected or intended from the standpoint of the **insured**.  
106

- 107 2. Contractual  
108 Liability assumed under any contract or agreement  
109

110 But this exclusion does not apply to liability for damages:

- 111 a. Assumed in a contract or agreement that is an **insured contract** provided the **bodily injury** or **property damage**  
112 occurs subsequent to the execution of the contract or agreement; or  
113 b. That the **insured** would have in the absence of the contract or agreement.  
114

- 115 3. Workers' Compensation  
116 Any obligation for which the **insured** or the **insured's** insurer may be held liable under any workers' compensation  
117 disability benefits, or unemployment compensation law, or any similar law.  
118

- 119 4. Employee Indemnification and Employer's Liability

120 **Bodily injury** to:

- 121 a. An employee of the **insured** arising out of and in the course of employment by the **insured**; or  
122 b. The Spouse, child, parent, brother, nor sister of that employee as a consequence of paragraph (a.) above.  
123

124 This exclusion applies:

- 125 a. Whether the **insured** may be liable as an employer or in any other capacity; and  
126 b. To any obligation to share damages with or repay someone else who must pay damages because of the injury. But  
127 this exclusion does not apply to **bodily injury** to domestic employees not entitled to workers' compensation benefits  
128 or to liability assumed by the **insured** under an **insured contract**.  
129  
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- 131 5. Fellow Employee  
132 **Bodily injury** to any fellow employee of the **insured** arising out of and in the course of the fellow employee's employment.  
133
- 134 6. Care, Custody, or Control  
135 **Property damage** to or **covered pollution cost or expense** involving property owned or transported by the **insured** or in  
136 the **insured's** care, custody, or control. But this exclusion does not apply to liability assumed under a sidetrack  
137 agreement.  
138
- 139 7. Handling of Property  
140 **Bodily injury** or **property damage** resulting from the handling of property:  
141 a. Before it is moved from the place where it is accepted by the **insured** for movement into or onto the covered **auto**; or  
142 b. After it is moved from the covered **auto** to the place where it is finally delivered by the **insured**.  
143
- 144 8. Movement of property by Mechanical device  
145 **Bodily injury** or **property damage** resulting from the movement of property by a mechanical device (other than a hand  
146 truck) unless the device is attached to the covered **auto**.  
147
- 148 9. Operations  
149 **Bodily injury** or **property damage** arising out of the operation of any equipment listed in paragraphs (6.b.) and (6.c.) of the  
150 definition of **mobile equipment**.  
151
- 152 10. Completed Operations  
153 **Bodily injury** or **property damage** arising out of **your** work after that work has been completed or abandoned.  
154 In this exclusion, **your** work means:  
155 a. Work or operations performed by **you** or on **your** behalf; and  
156 b. Materials, parts, or equipment furnished in connection with such work or operations.  
157
- 158 **Your** work includes warranties or representations made at any time with respect to the fitness, quality, durability, or  
159 performance of any of the items included in paragraphs (a.) or (b.) above.  
160
- 161 **Your** work will be deemed completed at the earliest of the following times:  
162 a. When all of the work called for in **your** contract has been completed.  
163 b. When all of the work to be done at the site has been completed if **your** contract calls for work at more than one site.  
164 c. When that part of the work done at a job site has been put to its intended use by any person or organization other  
165 than another contractor or subcontractor working on the same project.  
166
- 167 Work that may need service, maintenance, correction, repair, or replacement, but which is otherwise complete, will be  
168 treated as completed.  
169
- 170 11. Pollution  
171 **Bodily injury** or **property damage** arising out of the actual, alleged, or threatened discharge, dispersal, seepage,  
172 migration, release, or escape of **pollutants**:  
173 a. That are, or that are contained in any property that is:  
174 1) Being transported or towed by, handled, or handled for movement into, onto, or from, the covered **auto**;  
175 2) Otherwise in the course of transit by or on behalf of the **insured**; or  
176 3) Being stored, disposed of, treated, or processed in or upon the covered **auto**.  
177 b. Before the **pollutants** or any property in which the **pollutants** are contained are moved from the place where they  
178 are accepted by the **insured** for movement into or onto the covered **auto**; or  
179 c. After the **pollutants** or any property in which the **pollutants** are contained are moved from the covered **auto** to the  
180 place where they are finally delivered, disposed of, or abandoned by the **insured**.  
181 Paragraph (a.) above does not apply to fuels, lubricants, fluids, exhaust gases, or similar **pollutants** that are needed for or  
182 result from the normal electrical, hydraulic, or mechanical functioning of the covered **auto** or its parts, if:  
183 1) The **pollutants** escape, seep, migrate, or are discharged, dispersed, or released directly from an **auto** part  
184 designed by its manufacturer to hold, store, receive, or dispose of such **pollutants**; and  
185 2) The **bodily injury, property damage, or covered pollution cost or expense** does not arise out of the  
186 operation of any equipment listed in paragraphs (6.b) and (6.c.) of the definition of **mobile equipment**.  
187 Paragraphs (b.) and (c.) above of this exclusion do not apply to **accidents** that occur away from premises owned by or  
188 rented to an **insured** with respect to **pollutants** not in or upon a covered **auto** if:  
189 1) The **pollutants** or any property in which the **pollutants** are contained are upset, overturned, or damaged as a  
190 result of the maintenance or use of a covered **auto**; and  
191 2) The discharge, dispersal, seepage, migration, release, or escape of the **pollutants** is caused directly by such  
192 upset, overturn, or damage.  
193
- 194 12. War  
195 **Bodily injury** or **property damage** due to **war**, whether or not declared, or any act or condition incident to **war**.

196 **War** includes civil war, insurrection, rebellion or revolution.

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199 13. Racing

200 Covered **autos** while used in any professional or organized racing or demolition contest or stunting activity, or while

201 practicing for such contest or activity. This insurance also does not apply while that covered **auto** is being prepared for

202 such a contest or activity.

203

204 14. Explosion

205 **Bodily injury** or **property damage** caused by the explosion of explosives **you** make, sell, or transport.

206

207 15. Communicable Disease

208 **Bodily injury** which arises out of the transmission of a communicable disease by any **insured**.

209

210 16. Punitive Damages\

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

212

213 17. Eluding

214 **Bodily injury** or **property damage** if the **insured's** conduct contributed to the **bodily injury** or **property damage** by

215 seeking to elude lawful apprehension, arrest by a police office, or while committing a felony.

216

217 18. Family Member

218 **Bodily injury** to **you, your** spouse, or any family member to the extent that the Limit(s) of Insurance for this coverage

219 exceed the Limit(s) of Insurance required by the applicable Automobile Financial Responsibility Law.

220

221 19. Nuclear energy Liability

222 a. The insurance does not apply:

223 1) Under any Liability Coverage, to **bodily injury** or **property damage**:

224 a) With respect to which an **insured** under the policy is also an **insured** under a nuclear energy liability policy

225 issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters,

226 Nuclear Insurance Association of Canada or any of their successors, or would be an **insured** under any

227 such policy but for its termination upon exhaustion of its Limit(s) of Insurance; or

228 b) Resulting from the **hazardous properties** of **nuclear material** and with respect to which:

229 1) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy

230 Act of 1954, or any law amendatory thereof; or

231 2) The **insured** is, or had this policy not been issued would be, entitled to indemnity from the United

232 States of America, or any agency thereof, under any agreement entered into by the United States of

233 American, or any agency thereof, with any person or organization.

234 2) Under any Medical Payments coverage, to expenses incurred with respect to **bodily injury** resulting from the

235 **hazardous properties** of **nuclear material** and arising out of the operation of a **nuclear facility** by any person

236 or organization.

237 3) Under any Liability Coverage, to **bodily injury** or **property damage** resulting from **hazardous properties** of

238 **nuclear material**, if:

239 a) The **nuclear material**:

240 1) Is at any **nuclear facility** owned by, or operated by, or on behalf of, an **insured**; or

241 2) Has been discharged or dispersed therefrom.

242 b) The **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used,

243 processed, stored, transported, or disposed of, by or on behalf of an **insured**; or

244 c) The **bodily injury** or **property damage** arises out of the furnishing by an **insured** of services, materials, parts,

245 or equipment in connection with the planning, construction, maintenance, operation, or use of any **nuclear**

246 **facility**, but if such facility is located within the United States of America, its territories, or possessions or

247 Canada, this exclusion © applies only to **property damage** to such **nuclear facility** and any property threat.

248 b. As used in this exclusion, a **hazardous property** includes radioactive, toxic, or explosive properties.

249

250 **Nuclear material** means **source material**, **special nuclear material**, or **by-product material**.

251

252 **Source material**, **special nuclear material**, and **by-product material** have the meanings given them in the Atomic Energy

253 Act of 1954 or in any law amendatory thereof.

254

255 **Spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a

256 **nuclear reactor**.

257

258 **Waste** means any waste material:

259 1) Containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium

or thorium from any ore processed primarily for its **source material** content; and

260 2) Resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs  
261 of the definition of **nuclear facility**.

262 **Nuclear facility** means:

- 263 1) Any **nuclear reactor**;
- 264 2) Any equipment or device designed or used for;
- 265 a) Separating the isotopes of uranium or plutonium;
- 266 b) Processing or utilizing **spent fuel**; or
- 267 c) Handling, processing, or packaging **waste**.
- 268 3) Any equipment or device used for the processing, fabricating, or alloying of **special nuclear material** if at any time the
- 269 total amount of such material in the custody of the **insured** at the premises where such equipment or device is located
- 270 consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250
- 271 grams of uranium 235;
- 272 4) Any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of **waste**, and includes
- 273 the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such
- 274 operations.
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277 **Nuclear reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to  
278 contain a critical mass of fissionable material.

279 **Property damage** within this exclusion includes all forms of radioactive contamination of property.

280 20. Harassment and Molestation

281 This insurance does not apply to the actual or threatened abuse, molestation, physical abuse, sexual abuse, sexual  
282 harassment, sexual molestation, and sexual relations by anyone of any person.

283 21. The United States of America or any of its Agencies,

284 22. Any person with respect to **bodily injury** or **property damage** resulting from the operation of an **auto** by that person as an  
285 employee of the United States Government. This applies only if the provision of Section 2679 of Title 28, United States as  
286 amended, requires the Attorney General of the United States to defend that person in any civil action which may be brought  
287 for the **bodily injury** or **property damage**.

### 293 C. LIMIT(S) OF INSURANCE – FOR LIABILITY COVERAGE ONLY

294 Regardless of the number of covered **autos**, **insureds**, premiums paid, claims made, or vehicles involved in the **accident**, the most **we**  
295 **will pay** for the total of all damages and **covered pollution cost or expense** combined, resulting from any one **accident** is the Limit(s)  
296 of Insurance for Liability Coverage shown on the Declaration Page subject to the following:

- 297 1. The most **we** will pay for all damages resulting from **bodily injury** to any one person caused by any one **accident**, including all  
298 damages claimed by any one person or organization for care, loss of services, or death resulting from **bodily injury**, is the limit  
299 of Bodily Injury Liability shown on the Declaration Page for each person.
- 300 2. Subject to the limit of each person, the most **we** will pay for all damages resulting from **bodily injury** caused by any one  
301 **accident** is the limit of Bodily Injury Liability shown on the Declaration Page for each **accident**.
- 302 3. The most **we** will pay for all damages resulting from **property damage** caused by any one **accident** is the limit of Property  
303 Damage Liability shown on the Declaration Page.
- 304 4. All **bodily injury**, **property damage**, and **covered pollution cost or expense** resulting from continuous or repeated exposure  
305 to substantially the same conditions will be considered as resulting from one **accident**.
- 306 5. **Covered pollution cost or expense** will not exceed the Limit(s) of Liability mandated by the applicable Automobile Financial  
307 Responsibility Law.
- 308 6. No one will be entitled to receive duplicated payments for the same elements of **loss** under this coverage Form and any  
309 Medical Payments Coverage, Uninsured Motorists Coverage, or Underinsured Motorists Coverage provided by this policy.
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### 313 SECTION III 314 AUTO MEDICAL PAYMENTS COVERAGE

315 This optional Medical Payments Coverage applies only if Medical Payments Coverage is shown on the declaration Page.

316 All other business **auto** conditions apply.

#### 317 A. COVERAGE – FOR MEDICAL PAYMENTS COVERAGE ONLY

318 **We** will pay reasonable expenses incurred for necessary medical and funeral services to or for an **insured** who sustains **bodily**  
319 **injury** caused by **accident**. **We** will pay only those expenses incurred for services rendered within three years from the date of the  
320 **accident**.

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- B. WHO IS AN **INSURED** – FOR MEDICAL PAYMENTS COVERAGE ONLY
1. **You** while **occupying**, or while a pedestrian, when struck by any **auto**.
  2. If **you** are an individual, any **family member** while **occupying**, or while a pedestrian, when struck by any **auto**.
  3. Anyone else **occupying** a covered **auto** or a temporary substitute for a covered **auto**. The covered **auto** must be out of service because of its breakdown, repair, servicing, loss, or destruction.
- C. EXCLUSIONS – FOR MEDICAL PAYMENTS COVERAGE ONLY
- This insurance does not apply to any of the following:
1. **Bodily injury** sustained by an **insured** while **occupying** a vehicle located for use as a premises,
  2. **Bodily injury** sustained by **you** or any **family member** while **occupying** or struck by any vehicle (other than a covered **auto** owned by **you** or furnished or available for **your** regular use.
  3. **Bodily injury** sustained by any **family member** while **occupying** or struck by any vehicle (other than a covered **auto** ) owned by or furnished or available for the regular use of any **family member**.
  4. **Bodily injury** to **your** employee arising out of and in the course of employment by **you**. However, **we** will cover **bodily injury** to **your** domestic employees if not entitled to workers' compensation benefits.
  5. **Bodily injury** to an **insured** while working in a business of selling, servicing, repairing, or parking **autos** unless that business is **yours**.
  6. **Bodily injury** caused by declared or undeclared **war** or insurrection or any of their consequences.
  7. **Bodily injury** to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
  8. **Bodily injury** sustained by an **insured** while **occupying** any covered **auto** while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any **bodily injury** sustained by an **insured** while the **auto** is being prepared for such a contest or activity.
  9. **We** do not provide Medical Payments Coverage for **bodily injury** which arises out of the transmission of a communicable disease to any **insured**.
  10. This insurance does not apply to the actual or threatened abuse, molestation, physical abuse, sexual abuse, sexual harassment, sexual molestation, and sexual relations by anyone of any person.
- D. LIMIT(S) OF INSURANCE – FOR MEDICAL PAYMENTS COVERAGE ONLY
- Regardless of the number of covered **autos**, **insureds**, premiums paid, claims made, or vehicles involved in the **accident**, the most **we** will pay for **bodily injury** for each **insured** injured in any one **accident** is the Limit(s) of Insurance for Auto Medical Payments Coverage shown on the Declaration Page. **The maximum amount payable per person for Auto Medical Payments Coverage for funeral services is the policy limits, \$6,000, which ever is less.**
- No one will be entitled to receive duplicate payments for the same elements of **loss** under this coverage and any Liability Coverage or Underinsured Motorists Coverage Endorsement included in or attached to this Policy.
- E. CHANGES IN CONDITIONS – FOR MEDICAL PAYMENTS COVERAGE ONLY
- The Conditions are changed for Auto Medical Payments Coverage as follows:
1. The Transfer of Rights of Recovery Against Others To **Us** Condition does not apply.
  2. The reference in Other Insurance in the Business Auto and Garage Coverage Forms and Other Insurance – Primary and Excess Insurance Provisions in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies only to other collectible **auto** medical payments insurance.

## SECTION IV UNINSURED MOTORIST COVERAGE

- A. COVERAGE – FOR UNINSURED MOTORISTS COVERAGE ONLY
- We** will pay compensatory damages which an **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** because of **bodily injury**:
1. Sustained by any **insured**; and
  2. Caused by an **accident**.
- The owner's or operator's liability for these damages must arise out of the ownership, maintenance, or use of the **uninsured motor vehicle**.
- Any judgment for damages arising out of a **suit** brought without **our** written consent is not binding on **us**.
- B. WHO IS AN **INSURED** – FOR UNINSURED MOTORISTS COVERAGE ONLY
- Insured** as used in this Part means:
1. **You**
  2. Any **family member** who does not own an **auto**.
  3. Any **family member** who owns an **auto**, but only while **occupying your** covered **auto**.
  4. Any other person but only while **occupying your** covered **auto**.
  5. Any person for damages that person is entitled to recover because of **bodily injury** to which this coverage applies Sustained by a person described in (1.), (2.), (3.), or (4.) above.

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C. WHAT IS AN UNINSURED MOTORIST VEHICLE – FOR UNINSURED MOTORISTS COVERAGE ONLY

**Uninsured motor vehicle** means a land motor vehicle or **trailer** of any type:

1. To which no **bodily injury** liability bond or policy applies at the time of the **accident**;
2. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or which causes an **accident** resulting in **bodily injury** without hitting:
  - a. **You** or any **family member**;
  - b. A vehicle which **you** or any **family member** are **occupying**; or
  - c. **Your** covered **auto**.

If there is no physical contact with the hit-and-run vehicle, the **insured** or someone on this behalf must report the **accident** within 24 (twenty-four) hours to a police, peace, or judicial officer, or to the Commissioner of Motor Vehicles, and must file with **us** within 30 (thirty) days thereafter a statement under oath that the **insured** or his legal representative has a cause of action arising out of such **accident** for damages against a person or persons whose identity is unascertainable and setting forth the facts in support thereof. The facts of the **accident** must be proven. **We** may request supporting evidence other than the testimony of a person making a claim under this or any similar coverage to support the validity of such claims.

3. To which a bodily injury liability bond or policy applies at the time of the **accident** but the bonding or insuring company:
  - a) Denies coverage; or
  - b) Is or becomes insolvent.

D. WHAT IS NOT AN UNINSURED MOTOR VEHICLE – FOR UNINSURED MOTORISTS COVERAGE ONLY

However, **uninsured motor vehicle** does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of **you** or any **family member**.
2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
3. Operated on rails or crawler treads.
4. Designed mainly for use off public roads while not on public roads.
5. While located for use as a residence or premises.

E. EXCLUSIONS – FOR UNINSURED MOTORISTS COVERAGE ONLY

1. **We** do not provide Uninsured Motorists Coverage for **bodily injury** sustained by a **family member** who does not own an **auto**, while **occupying**, or when struck by any motor vehicle **you** own which is insured for this coverage on a primary basis under any other policy.
2. **We** do not provide Uninsured Motorists Coverage for **bodily injury** sustained by any **insured**:
  - a) If that **insured** or the legal representative settles the **bodily injury** claim without **our** consent. This exclusion (2.a.) does not apply if such settlement does not prejudice **our** right to recover payment
  - b) While **occupying your** covered **auto** when it is being used as a public or livery conveyance. This exclusion (2.b.) does not apply to a share-the-expense car pool.
  - c) Using a vehicle without a reasonable belief that the **insured** is entitled to do so.
3. **We** do not provide Uninsured Motorists Coverage for punitive or exemplary damages.
4. **We** do not provide Uninsured Motorists Coverage for **bodily injury** to any **insured** if such **insured**'s conduct contributed to the **bodily injury** by seeking to elude lawful apprehension, arrest by a police officer, or while committing a felony.
5. **We** do not provide Uninsured Motorists Coverage for **bodily injury** which arises out of the transmission of a communicable disease to any **insured**.
6. This coverage will not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
  - a. Workers' compensation law; or
  - b. Disability benefits law.
7. **Bodily injury** sustained by an **insured** while **occupying** any covered **auto** while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This Insurance also does not apply to any **bodily injury** sustained by an **insured** while the **auto** is being prepared for such a contest or activity.
8. This insurance does not apply to the actual or threatened abuse, molestation, physical abuse, sexual abuse, sexual harassment, sexual molestation, and sexual relations by anyone of any person.

F. LIMIT(S) OF INSURANCE – FOR UNINSURED MOTORISTS COVERAGE ONLY

1. If **bodily injury** is sustained in an **accident** by **you** or any **family member**:
  - a. **Our** maximum Limit(s) of Insurance for all damages, including damages for care, loss of services, consortium, or death, arising out of **bodily injury** sustained by any one person in any such **accident** is the sum of the Limit(s) of Liability shown on the Declaration Page for each person for Uninsured Motorist Coverage.
  - b. Subject to the maximum limit for each person described in (1.a.) above, **our** maximum Limit(s) of Insurance for all damages arising out of **bodily injury** resulting from any one **accident** is the sum of the Limit(s) of Insurance shown on the Declaration Page for each **accident** for Uninsured motorists Coverage.
  - c. Subject to the maximum Limit(s) of Insurance set forth in (a.) and (b.) above:
    - 1) The most **we** will pay for **bodily injury** sustained in such **accident** by an **insured**, other than **you** or any **family member**, is that **insured**'s pro rata share of the each person or each **accident** Limit(s) of Insurance shown on the Declaration Page applicable to the vehicle the **insured** was **occupying** at the time of the **accident**; and

454 2) **You** or any **family member** who sustains **bodily injury** in such **accident** will also be entitled to a pro rata share of  
455 **the** each person or each **accident** limit described in paragraph (c.1.) above.

456 A person's pro rata share will be the proportion that his or her damages bear to the total damages sustained by all  
457 **insured(s)**. The maximum Limit(s) of Insurance is the most **we** will pay regardless of the number of:

458 1) **Insureds**;

459 2) Claims made;

460 3) Vehicles or premiums shown on the Declaration Page; or

461 4) Vehicles involved in the **accident**.

462 2) If **bodily injury** is sustained by any **insured** other than **you** or any **family member** in an **accident** in which neither **you** nor  
463 any **family member** sustained **bodily injury**, the Limit(s) of Insurance shown on the Declaration Page for each person for  
464 Uninsured Motorists coverage is **our** maximum Limit(s) of Insurance for all damages, including damages for care, loss of  
465 services, consortium, or death, arising out of **bodily injury** sustained by any person in any such **accident**. Subject to this  
466 limit for each person, the Limit(s) of Insurance shown on the Declaration Page for each **accident** for Uninsured motorists  
467 Coverage is **our** maximum Limit(s) of Insurance for all damages for **bodily injury** resulting from any such **accident**. This is  
468 the most **we** will pay regardless of the number of:

469 a. **Insureds**;

470 b. Claims made;

471 c. Vehicles or premiums shown on the Declaration Page; or

472 d. Vehicles involved in the **accident**.

473 3. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:

474 a. Section II (Liability Coverage) of this policy; or

475 b. Any Underinsured Motorists coverage provided by this policy.

476 4. **We** will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on  
477 behalf of persons or organizations who may be legally responsible. This includes all sums paid under Section II (Liability  
478 Coverage) but does not include any amounts paid or payable under:

479 a. Section III (Medical Payments Coverage); or

480 b. Any workers' compensation law, disability benefits law, or similar law.

481

482 G. PROOF AND PAYMENT OF LOSS – FOR UNINSURED MOTORISTS COVERAGE ONLY

483 Under Section IV (Uninsured Motorists Coverage), **we** may pay the injured person or any person or organization rendering the  
484 Service, and such payment will reduce the amount payable under Section IV (uninsured motorists Coverage) for such **bodily**  
485 **Injury**. Payment under Section IV (Uninsured motorists Coverage) will not constitute an admission of liability of any person,  
486 or of **us**, except under "part C" (Uninsured Motorists Coverage).

487

488 H. OTHER INSURANCE – FOR UNINSURED MOTORISTS COVERAGE ONLY

489 If there is other applicable similar insurance, **we** will pay only **our** share of the **loss**. **Our** share is the proportion that **our** Limit(s) of  
490 Insurance bears to the total of all applicable limits. However, any insurance **we** provide with respect to a vehicle **you** do not own  
491 will be excess over any other collectible insurance.

492

493 I. ARBITRATION – FOR UNINSURED MOTORISTS COVERAGE ONLY

494 1. If **we** and an **insured** do not agree:

495 a. Whether that **insured** is legally entitled to recover damages; or

496 b. As to the amount of damages which are recoverable by that **insured**;  
497 from the owner or operator of an **uninsured motor vehicle**, then the matter may be arbitrated. However, disputes  
498 concerning coverage under this Section may not be arbitrated. Both parties must agree to arbitration. If so agreed, each  
499 party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 (thirty) days, either  
500 may request that selection be made by a judge of a court having jurisdiction.

501 2. Each party will:

502 a. Pay the expenses they each incur; and

503 b. Bear the expenses of the third arbitrator equally.

504 3. Unless both parties agree otherwise, arbitration will take place in the county in which the **insured** lives. Local rules of law **as t**  
505 to procedure and evidence will apply. A decision agreed to by tow of the arbitrators will be binding on that **insured** and **us**  
506 as to:

507 a. Whether the **insured** is legally entitled to recover damages; and

508 b. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability  
509 specified by the applicable Automobile Financial Responsibility Law of the state in which **your** covered **auto** is principally  
510 garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within  
511 60 (sixty) days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the  
512 arbitrators will be binding on that **insured** and **us**.

513

514

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518

## SECTION V PHYSICAL DAMAGE COVERAGE

A COVERAGE – FOR COLLISION AND OTHER THAN COLLISION ONLY



- 519 1. **We** will pay for **loss** to a covered **auto** or its equipment under:
- 520 a. Other Than collision, from any cause except:
- 521 (1) The covered **auto**'s collision with another object; or
- 522 (2) The covered **auto**'s overturn; only if the Declaration Page lists Other Than Collision.
- 523 b. Collision Coverage, caused by:
- 524 (1) The covered **auto**'s collision with another object; or
- 525 (2) The covered **auto**'s overturn; only if the Declaration Page lists Collision.
- 526 2. Glass Breakage – Hitting a Bird or Animal – Falling Objects or Missiles
- 527 If **you** carry Other than Collision coverage for the damaged covered **auto**, **we** will pay for the following under Other
- 528 Than collision coverage:
- 529 a. Glass breakage;
- 530 b. **Loss** caused by hitting a bird or animal; and
- 531 c. **Loss** caused by falling objects or missiles.
- 532 However, **you** have the option of having glass breakage caused by a covered **auto**'s collision or overturn considered a
- 533 **loss** under Collision coverage.
- 534 3. Transportation Expenses
- 535 In addition, if Other Than Collision is shown on your Declaration Page, **we** will pay, without application of a deductible, up
- 536 To \$15 per day, to a maximum of \$300 per occurrence, for temporary transportation expenses in the event of the theft of
- 537 Entire auto described as **your covered auto**. **We** will only pay expenses incurred during that period:
- 538 a. Beginning forty-eight(48) hours after the theft has been reported to **us** and the police, and
- 539 b. Ending when **your covered auto** has been returned to use, or **we** pay for its loss.
- 540
- 541 B. EXCLUSIONS – FOR COLLISION AND OTHER THAN COLLISION ONLY
- 542 1. **We** will not pay for **loss** caused by or resulting from any of the following. Such **loss** is excluded regardless of any other
- 543 cause or event that contributes concurrently or in any sequence to the **loss**.
- 544 a. Nuclear Hazard.
- 545 1) The explosion of any weapon employing atomic fission or fusion; or
- 546 2) Nuclear reaction or radiation, or radioactive contamination, however caused.
- 547 b. **War** or Military Action.
- 548 1) **War**, including undeclared or civil war;
- 549 2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack
- 550 By any government, sovereign or other authority using military personnel or other agents; or
- 551 3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or
- 552 defending against any of these.
- 553 2. **We** will not pay for **loss** to any covered **auto** while used in any professional or organized racing or demolition contest or
- 554 Stunting activity, or while practicing for such contest or activity. **We** will also not pay for **loss** to any covered **auto** while
- 555 That covered **auto** is being prepared for such a contest or activity.
- 556 3. **We** will not pay for **loss** caused by or resulting from any of the following unless caused by other **loss** that is covered
- 557 by this insurance:
- 558 a. Wear and tear, freezing, mechanical or electrical breakdown.
- 559 c. Blowouts, punctures, or other road damage to tires.
- 560 4. **We** will not pay for **loss** to any of the following:
- 561 a. Tapes, records, discs, or other similar audio, visual, or data electronic devices designed for use with audio, visual,
- 562 or data electronic equipment.
- 563 b. Equipment designed or used for the detection or location of radar or laser.
- 564 c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or
- 565 transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
- 566 d. Any accessories used with the electronic equipment described in paragraph (c.) above.
- 567 Exclusions (4.c.) and (4.d.) do not apply to:
- 568 a. Equipment designed solely for the reproduction of sound and accessories used with such equipment provided such
- 569 equipment is permanently installed in the covered **auto** at the time of the **loss** or such equipment is removable from a
- 570 housing unit which is permanently installed in the covered **auto** at the time of the **loss**, and such equipment is designed to
- 571 b. Any other electronic equipment that is:
- 572 1) Necessary for the normal operation of the covered **auto** or the monitoring of the covered **auto**'s operating system;
- 573 Or
- 574 2) An integral part of the same unit housing any sound reproducing equipment described in (a.) above and
- 575 Permanently installed in the opening of the dash or console of the covered **auto** normally used by the
- 576 manufacturer for installation of a radio.
- 577
- 578 C. LIMIT(S) OF INSURANCE – FOR COLLISION AND OTHER THAN COLLISION ONLY
- 579 The most **we** will pay for **loss** in any one **accident** is the lesser of:
- 580 1. The actual cash value of the damaged or stolen property as of the time of the **loss**;
- 581 2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- 582 3. The insurable interest **you** have in **your covered auto**.
- 583

584 D. DEDUCTIBLE – FOR COLLISION AND OTHER THAN COLLISION ONLY  
585 For each covered **auto**, **our** obligation to pay for, repair, return, or replace damaged or stolen property will be reduced by  
586 the applicable deductible shown on the Declaration Page.  
587

588  
589 **SECTION VI**  
590 **BUSINESS AUTO CONDITIONS**  
591

592 The following conditions apply to this policy and all applicable optional endorsements.  
593  
594

595 A. LOSS CONDITIONS

596 1. Appraisal For Physical Damage Loss

597 If **you** and **we** disagree on the amount of **loss**, both parties may agree to an appraisal of the **loss** and will be bound by  
598 the results of that appraisal. If both parties so agree, then each party will select a competent appraiser. The two  
599 appraisers will select a competent and impartial umpire. The appraiser will state separately the actual cash value and  
600 amount of **Loss**. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will  
601 be binding. Each party will:

- 602 a. Pay its chosen appraiser, and  
603 b. Bear the other expenses of the appraisal and umpire equally.  
604

605 If **we** submit to an appraisal, **we** will still retain **our** right to deny the claim.  
606

607 2. Duties in the Event of **Accident**, claim, **Suit**, or **Loss**

608 a. In the event of **accident**, claim, **suit**, **loss**, **you** must give **us** or **our** authorized representative prompt notice of  
609 the **accident** or **loss**, including:

- 610 1) How, when, and where the **accident** or **loss** occurred;  
611 2) The **insured's** name and address; and  
612 3) To the extent possible, the names and addresses of any injured persons and witnesses.

613 b. Additionally, **you** and any other involved **insured** must:

- 614 1) Assume no obligation, make no payment, or incur no expense without **our** consent, except at the **insured's** own  
615 cost.  
616 2) Immediately send **us** copies of any request, demand, order, notice, summons, or legal paper received concerning  
617 the claim or **suit**.  
618 3) Cooperate with **us** in the investigation, settlement, or defense of the claim or **suit**.  
619 4) Authorize **us** to obtain medical records or other pertinent information.  
620 5) Submit to examination, at **our** expense, by physicians of **our** choice, as often as **we** reasonable require.

621 c. If there is **loss** to a covered **auto** or its equipment, **you** must also do the following:

- 622 1) Promptly notify the police if the covered **auto** or any of its equipment is stolen.  
623 2) Take all reasonable steps to protect the covered **auto** from further damage. Also keep a record of **your**  
624 expenses for consideration in the settlement of the claim.  
625 3) Permit **us** to inspect the covered **auto** and records proving the **loss** before its repair or disposition.  
626 4) Agree to examinations under oath at **our** request and give **us** a signed statement of **your** answers.  
627

628 3. Legal Action Against **Us**

629 No one may bring a legal action against **us** under this Coverage Form until:

- 630 a. there has been full compliance with all the terms of this Coverage Form; and  
631 b. Under Liability Coverage, **we** agree in writing that the **insured** has an obligation to pay or until the amount of that  
632 obligation has finally been determined by judgment after trial. No one has the right under this policy to bring **us** into  
633 an action to determine the **insured's** liability.  
634

635 4. Loss Payment – Physical Damage Coverages

636 At **our** option **we** may:

- 637 a. Pay for, repair, or replace damaged or stolen property to the **insured**;  
638 b. Return the stolen property, at **our** expense, to the last known address. **We** will pay for any damage that results to  
639 the **auto** from the theft; or  
640 **We** may, at **our** option, take all or such part of the damaged, destroyed, or stolen and recovered property at the  
641 agreed or appraised value, but there will be no abandonment of the damaged property to **us**.  
642

643 5. Transfer of Rights of Recovery Against Others to **Us**

644 If any person or organization to or for whom **we** make payment under this Coverage Form has rights to recover damages  
645 From another, those rights are transferred to **us**. That person or organization must do everything necessary to secure **our**  
646 Rights and must do nothing after **accident** or **loss** to impair them.  
647

648 B. GENERAL CONDITIONS

649 1. Bankruptcy  
650 Bankruptcy or insolvency of the **insured** or the **insured's** estate will not relieve **us** of any obligations under this **Coverage**  
651 Form.  
652  
653  
654 2. Concealment, Misrepresentation, or Fraud  
655 This Coverage Form is void in any case of fraud by **you** at any time as it relates to this Coverage Form. It is also void  
656 If **you** or any other **insured**, at any time, intentionally conceal or misrepresent a material fact concerning:  
657 a This Coverage Form;  
658 b The covered **auto**;  
659 c. **Your** interest in the covered **auto**; or  
660 d. A claim under this Coverage Form.  
661  
662 3 Liberalization  
663 If **we** revise this Coverage Form to provide more coverage without additional premium charge, **your** policy will  
664 Automatically provide the additional coverage as of the day the revision is effective in **your** state.  
665  
666 4 No Benefit to Bailee – Physical Damage Coverages  
667 **We** will not recognize any assignment or grant any coverage for the benefit of any person or organization holding,  
668 storing, or transporting property for a fee regardless of any other provision of this Coverage Form.  
669  
670 5. Other Insurance  
671 a. For any covered **auto you** own, this Coverage Form provides primary insurance. For any covered **auto you** don't  
672 own, the insurance provided by this coverage Form is excess over any other collectible insurance. However, while  
673 a covered **auto** which is a **trailer** is connected to another vehicle, the Liability coverage this Coverage Form provides  
674 for the **trailer** does not apply when attached to a **motor vehicle** that has a liability policy or bond applicable to this  
675 **accident**.  
676 b. For Hired Auto Physical Damage coverage, any covered **auto you** lease, hire, rent, or borrow is deemed to be a  
677 covered **auto you** own. However, any **auto** that is leased, hired, rented, or borrowed with a driver is not a covered  
678 **auto**.  
679 c. Regardless of the provisions of paragraph (a.) above, this Coverage Form's Liability Coverage is primary for any  
680 liability assumed under an **insured contract**.  
681 d. When this Coverage form and any other Coverage form or policy covers on the same basis, either excess or primary,  
682 **We** will pay only **our** share. **Our** share is the proportion that the Limit(s) of Insurance of **our** coverage form bears to  
683 the total of the limits of all the coverage forms and policies covering on the same basis.  
684  
685 6. Premium audit  
686 a. If Premium Audit is shown on the Declaration Page, the estimated premium for this Coverage Form is based on the  
687 exposures **you** told **us you** would have when this policy began. **We** will compute the final premium due when **we**  
688 determine **your** actual exposures. The estimated total premium will be credited against the final premium due and the  
689 first Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due,  
690 the first Named Insured will get a refund.  
691 b. If this policy is issued for more than one year, the premium for this coverage form will be computed annually based  
692 on **our** rates or premiums in effect at the beginning of each year of the policy.  
693  
694 7. Policy Period, Coverage Territory  
695 Under this Coverage Form, **we** cover **accidents** and **losses** occurring:  
696 a. during the policy period shown on the Declaration Page; and  
697 b. Within the coverage territory.  
698 The coverage territory is:  
699 (1) The United States of America;  
700 (2) The territories and possessions of the United States of America;  
701 (3) Puerto Rico; and  
702 (4) Canada  
703 **We** also cover **loss** to, or **accidents** involving, a covered **auto** while being transported between any of these places.  
704  
705 8. Two or More coverage forms or Policies Issued by **Us**  
706 If this coverage Form and any other coverage form or policy issued to **you** by **us** or any company affiliated with **us** apply  
707 to the same **accident**, the aggregate maximum Limit(s) of Insurance under all the coverage forms or policies will not  
708 exceed the highest applicable Limit(s) of Insurance under any one coverage Form or policy. This condition does not  
709 apply to any Coverage Form or policy issued by **us** or an affiliated company specifically to apply as excess insurance  
710 over this Coverage Form.  
711  
712 9. Cancellation  
713 This policy may be canceled during the policy period as follows:

- 714 a. The Named Insured shown on the Declaration Page may cancel by:  
715 1) Returning this policy to **us**; or  
716 2) Giving **us** advance written notice of the date cancellation is to take effect.  
717 b. **We** may cancel by mailing to the Named Insured shown on the Declaration Page at the address last known by **us**:  
718 1) At least 10 (ten) days notice:  
719 a) If cancellation is for nonpayment of premium; or  
720 b) If notice is mailed during the first 60 (sixty) days this policy is in effect and this is not a renewal or  
721 continuation policy; or  
722 2) At least 60 (sixty) days notice by regular mail in all other cases.  
723 c. After this policy is in effect for 60 (sixty) days, or if this is a renewal or continuation policy, **we** will cancel only:  
724 1) For nonpayment of premium;  
725 2) If the policy was obtained through material misrepresentation; or  
726 3) If **your** driver's license has been suspended or revoked.  
727 This must have occurred:  
728 a) During the policy period; or  
729 b) Since the last anniversary of the original effective date if the policy period is other than one year.  
730 However, in the event more than one person is a Named Insured shown on the Declaration Page and only one  
731 Named Insured driver's license has been suspended or revoked:  
732 a) **We** may not cancel this policy; but  
733 b) **Our** maximum Limit(s) of Insurance afforded to that Named Insured for all coverages will not exceed the  
734 Limit mandated by the applicable Automobile financial Responsibility Law while that **insured's** driver's license  
735 is suspended or revoked.  
736  
737 10. Nonrenewal  
738 **We** may elect not to renew this policy by mailing or delivering written notice of nonrenewal, stating the reasons for non-  
739 renewal, to **your** last mailing address known to **us**. **We** will also mail to any lienholder or other person shown in this policy  
740 with a financial interest in **your** covered **auto**, at their last mailing address known to **us**, written notice of nonrenewal.  
741 **We** will non-renew this policy if **you** fail to maintain an active Farm Bureau membership.  
742  
743 **We** will mail or deliver these notices at least 60 (sixty) days before the:  
744 a. Expiration of the policy; or  
745 b. Anniversary date of this policy if this policy has been written for a term of more than one year.  
746 Otherwise, **we** will renew this policy unless:  
747 a. **You** fail to pay the renewal premium after **we** have expressed our willingness to renew, including a statement  
748 of the renewal premium, to **you** at least 30 (thirty) days before the expiration date; or  
749 b. Other coverage acceptable to the insured has been procured prior to the expiration date of the policy.  
750  
751 11. Automatic Termination  
752 If **we** offer to renew or continue and **you** or **your** representative do not accept, this policy will automatically terminate at the  
753 end of the current policy period. Failure to pay the required renewal or continuation premium when due will mean that **you**  
754 have not accepted **our** offer.  
755  
756 If **you** obtain other insurance on **your** covered **auto**, any similar insurance provided by this policy will terminate as to  
757 that **auto** on the effective date of the other insurance.  
758  
759 12. Other Termination Provisions  
760 a. Proof of mailing of any notice will be sufficient proof of notice.  
761 b. If this policy is canceled, **you** may be entitled to a premium refund. If so, **we** will send **you** the refund. The premium  
762 refund, if any, will be computed according to **our** manuals. However, making or offering to make the refund is not a  
763 condition of cancellation.  
764 c. The effective date of cancellation stated in the notice will become the end of the policy period.  
765  
766 13. Missouri Property and Casualty Insurance Guaranty Association Coverage Limitations  
767 a. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to  
768 as the Act), if **we** are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to  
769 as the Association), the Association will pay claims covered under the Act if **we** become insolvent.  
770 b. The Act contains various exclusions, conditions, and limitations that govern a claimant's eligibility to collect payment  
771 from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions  
772 of the Act:  
773 1) Claims covered by the Association do not include a claim by or against an **insured** of an insolvent insurer. If the  
774 **insured** has a net worth of more than \$25 million on the date the insurer becomes insolvent. If the **insured**  
775 prepares an annual report to shareholders, or an annual report to management reflecting new worth, then such  
776 report for the fiscal year immediately preceding the date of insolvency of the insurer will be used to determine net  
777 worth.  
778 2) Payments made by the Association for covered claims will include only that amount of each claim which is:

- 779 a) In excess of \$100; and  
780 b) Less than \$300,000.  
781 However, the Association will not:  
782 1) Pay an amount in excess of the applicable limit of insurance of the policy from which a claim arises; or  
783 2) Return to an **insured** any unearned premium in excess of \$10,000.  
784

785 14. Changes

786 The policy contains all the agreements between **you** and **us** concerning the insurance afforded. The first Named Insured  
787 shown on the Declaration Page is authorized to make changes in the perms of this policy only with our consent. This  
788 policy's terms can be amended or waived only by endorsement issued by **us** and made a part of this policy.  
789

790 15. Examination of Your Books and Records

791 **We** may examine and audit **your** books and records as they relate to this policy at any time during the policy period and  
792 up to three years afterward.  
793

794 16. Inspection and Surveys

795 **We** have the right but are not obligated to:

- 796 a. Make inspections and surveys at any time;  
797 b. Give **you** reports on the conditions **we** find; and  
798 c. Recommend changes.  
799

800 Any inspections, surveys, reports, or recommendations relate only to insurability and the premiums to be charged.

801 **We** do not make safety inspections. **We** do not undertake to perform the duty of any person or organization to provide  
802 for the health or safety of workers or the public. And **we** do not warrant that conditions:

- 803 a. Are safe or healthful; or  
804 b. Comply with laws, regulations, codes, or standards.

805 This condition applies not only to **us**, but also to any rating, advisory, rate service, or similar organization which  
806 makes insurance inspections, surveys, reports or recommendations.  
807

808 17. Premiums

809 **You:**

- 810 a. Are responsible for the payment of all premiums; and  
811 b. Will be the payee for any return premiums **we** pay.  
812

813 These limitations have no effect on the coverage **we** will provide under this policy.  
814

815 **SECTION VII**  
816 **DEFINITIONS**  
817

- 818
- 819 A. **Accident** includes continuous or repeated exposure to the same conditions resulting in **bodily injury** or **property damage**.
- 820
- 821 B. **Auto** means a land motor vehicle, **trailer**, or semitrailer designed for travel on public roads but does not include **mobile**  
822 **equipment**.
- 823
- 824 C. **Bodily injury** means **bodily injury**, sickness, or disease sustained by a person including death resulting from any of these.  
825
- 826 D. **Covered pollution cost or expense** means any cost or expense arising out of any request, demand, or order of a  
827 Governmental authority demanding that the **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or  
828 neutralize, or in any way respond to, or assess the effects of **pollutants**. **Covered pollution cost or expense** does not  
829 Include any cost or expense arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release,  
830 Or escape of **pollutants**:
- 831 1. That are, or that are contained in any property that is:  
832 a) Being transported or towed by, handled, or handled for movement into, onto or from the covered **auto**;  
833 b) Otherwise in the course of transit by or on behalf of the **insured**;  
834 c) Being stored, disposed of, treated, or processed in or upon the covered **auto**; or  
835 2. Before the **pollutants** or any property in which the **pollutants** are contained are moved from the place where they  
836 are accepted by the **insured** for movement into or onto the covered **auto**; or  
837 3. After the **pollutants** or any property in which the **pollutants** are contained are moved from the covered **auto** to the place  
838 Where they are finally delivered, disposed of, or abandoned by the **insured**.  
839 Paragraph (1.) above does not apply to fuels, lubricants, fluids, exhaust gases, or other similar **pollutants** that are  
840 Needed for or result from the normal electrical, hydraulic, or mechanical functioning of the covered **auto** or its parts, if:  
841 a. The **pollutants** escape, seep, migrate, or are discharged, dispersed, or released directly from an **auto** part designed  
842 By its manufacturer to hold, store, receive, or dispose of such **pollutants**; and

843 b. The **bodily injury, property damage, or covered pollution cost or expense** does not arise out of the operation of any  
844 equipment listed in paragraphs (6.b.) or (6.c.) of the definition of **mobile equipment**.  
845 Paragraphs (2.) and (3.) above do not apply to **accidents** that occur away from premises owned by or rented to an  
846 **Insured** with respect to **pollutants** not in or upon a covered **auto** if:  
847 1) The **pollutants** or any property in which the **pollutants** are contained are upset, overturned, or damaged as a  
848 result of the maintenance or use of a covered **auto**; and  
849 2) The discharge, dispersal, seepage, migration, release, or escape of the **pollutants** is caused directly by such  
850 upset, overturn, or damage.  
851  
852 E. **Family member** means a person related to **you** by blood, marriage, or adoption who is a resident of **your** household,  
853 including a ward or foster child.  
854  
855 F. **Farming and Farm Use**: means the ownership, maintenance, or use of the insured vehicle for the hauling, towing, loading, or  
856 unloading of **farm products, farm machinery, or farm supplies**:  
857 1. Owned or used by the **insured** and used in the **insured's** farming operation.  
858 2. Belonging to others when the transportation is being done at "no charge." A payment for gas only shall be considered  
859 No charge.  
860 **Farming and Farm Use** does not include (and this policy does not cover) the following:  
861 1. Hauling scrap metal, auto salvage, **farm equipment** salvage, or similar salvage property.  
862 2. Hauling forestry products, including but not limited to pallets, stave bolts, logs, lumber, live or cut trees (including  
863 firewood) intended for resale.  
864 3. Hauling **farm product, farm machinery, or farm supplies**, purchased by the **insured** for resale or use in any  
865 non-farming business.  
866 This exclusion doesn't apply to **farm products** or **farm supplies** which are substantially grown or raised to marketable  
867 stage by the **insured**.  
868 4. **Farm products, farm machinery, or farm supplies** while being hauled in the pursuit of custom farming activities of  
869 the **insured**.  
870 5. Hauling hazardous materials as defined in the 1980 Motor Carrier Act regarding type 2 Carriage.  
871 6. Hauling dirt, sand, gravel, rock, lime, or limestone or similar materials unless being hauled for maintenance of the premises  
872 owned or used by the **insured** in the production of **farm products**.  
873 7. Any vehicle operating under the authority of an ICC, PSC, or any similar state agency filing.  
874 8. Any hauling for hire.  
875  
876 G. **Farm Product**: means grain crops, livestock, milk, vegetables, fruits, and eggs, raised or grown for the ultimate consumption  
877 as food by humans or animals.  
878  
879 H. **Farm Machinery**: means self-propelled vehicles, farm trailers, implements, and equipment used for the production of **farm**  
880 **products**.  
881  
882 I. **Farm Supplies**: includes feeds, chemicals, seeds, and maintenance items used for the production of **farm products**.  
883  
884 J. **Insured** means any person or organization qualifying as an **insured** in the Who Is An **Insured** provision of the applicable  
885 coverage. Except with respect to the Limit(s) of Insurance, the coverage afforded applies separately to each **insured** who  
886 is seeking coverage or against whom a claim or **suit** is brought.  
887  
888 K. **Insured contract** means:  
889 1. A lease of premises.  
890 2. A sidetrack agreement.  
891 3. Any easement or license agreement, except in connection with construction or demolition operations on or within  
892 50(fifty) feet of a railroad.  
893 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality.  
894 5. That part of any other contract or agreement pertaining to **your** business (including an indemnification of a municipality in  
895 connection with work performed for a municipality) under which **you** assume the tort liability of another to pay for **bodily**  
896 **injury or property damage** to a third party or organization. Tort liability means a liability that would be imposed by law in  
897 the absence of any contract or agreement.  
898 6. That part of any contract or agreement entered into, as part of **your** business, pertaining to the rental or lease by **you** or  
899 any of **your** employees of any **auto**. However, such contract or agreement will not be considered an **insured contract**  
900 to the extent that it obligates **you** or any of **your** employees to pay for **property damage** to any **auto** rented or leased  
901 by **you** or any of **your** employees.  
902 An **insured contract** does not include that part of any contract or agreement:  
903 a. That indemnifies any person or organization for **bodily injury or property damage** arising out of construction or  
904 demolition operations within 50 (fifty) feet of any railroad property and affecting any railroad bridge or trestle, tracks,  
905 roadbeds, tunnel, underpass, or crossing;  
906 b. That pertains to the loan, lease, or rental of an **auto** to **you** or any of **your** employees, if the **auto** is loaned, leased, or  
907 rented with a driver; or

908 c. That holds a person or organization engaged in the business of transporting property by **auto** for hire harmless for  
909 **your** use of a covered **auto** over a route or territory that person or organization is authorized to serve by public  
910 authority.  
911  
912 L. **Loss** means direct and accidental **loss** or damage.  
913  
914 M. **Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:  
915 1. Bulldozers, farm machinery, forklifts, and other vehicles designed for use principally off public roads.  
916 2. Vehicles maintained for use solely on or next to premises **you** own or rent.  
917 3. Vehicles that travel on crawler treads.  
918 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:  
919 a. Power cranes, shovels, loaders, diggers, or drills; or  
920 b. road construction or resurfacing equipment such as graders, scrapers, or rollers.  
921 5. Vehicles not described in paragraphs (1.), (2.), (3.), or (4.) above that are not self-propelled and are maintained primarily to  
922 provide mobility to permanently attached equipment of the following types:  
923 a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration,  
924 lighting, and well servicing equipment; or  
925 b. Cherry pickers and similar devices used to raise or lower workers.  
926 6. Vehicles not described in paragraphs (1.), (2.), (3.), or (4.) above maintained primarily for purposes other than the  
927 transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached  
928 equipment are not **mobile equipment** but will be considered **autos**:  
929 a. Equipment designed primarily for:  
930 (1) Snow removal;  
931 (2) Road maintenance, but not construction or resurfacing; or  
932 (3) Street cleaning;  
933 b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and  
934 c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration,  
935 lighting, or well servicing equipment.  
936  
937 N. **Occupying** means in, upon, getting in, on, out, or off.  
938  
939 O. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminate, including smoke, vapor, soot, fumes, acids,  
940 alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.  
941  
942 P. **Property damage** means damage to or loss of use of tangible property.  
943  
944 Q. **Suit** means a civil proceeding in which:  
945 1. Damages because of **bodily injury** or **property damage**; or  
946 2. A **covered pollution cost or expense**, to which this insurance applies, are alleged. **Suit** includes:  
947 a. An arbitration proceeding in which such damages or **covered pollution costs** or **expenses** are claimed and to  
948 which the **insured** must submit or does submit with **our** consent.  
949 b. Any other alternative dispute resolution proceeding in which such damages or **covered pollution costs** or **expenses**  
950 are claimed and to which the **insured** submits with **our** consent.  
951  
952 R. **Trailer** includes semitrailer.  
953  
954 S. **War** means: **War**, whether declared or undeclared, civil **war**, insurrection, rebellion, revolution, riot, or civil commotion.  
955  
956 In Witness Whereof, The Farm Bureau Town & Country Insurance Company of Missouri, Inc. has caused this policy to be signed by  
957 its President and Secretary.



PRESIDENT



SECRETARY

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**SECTION VIII**  
**OPTIONAL ENDORSEMENT SECTION**

The following endorsements are optional coverages and only those endorsements shown on the Declaration Page of **your** policy apply to this policy. Nothing contained with any of the following endorsements will vary, alter, or expend any of the provisions of **your** policy.

**COMBINED SINGLE LIMITS**  
**CA 00 04 10 98**

In consideration of the premium adjustment, the coverage provided by this endorsement applies only if Combined Single Limit Liability is shown on the Declaration Page. All definitions, duties, and general provisions in the policy form CA 00 01 07 98 apply Unless specifically modified by the language in this endorsement.

Section II Liability - (C.) Limit(s) of Insurance is replaced by the following:

C LIMIT(S) OF INSURANCE

Regardless of the number of covered **autos**, **insureds**, premiums paid, claims made, or vehicles involved in the **accident**, the most **we** will pay for the total of all damages and **covered pollution cost or expense** combines, resulting from any one **accident** is the Limit(s) of Insurance for Liability Coverage shown on the Declaration Page subject to the following:

The Limit(s) of Insurance shown on the Declaration Page for this coverage is **our** maximum Limit(s) of Insurance for all damages resulting from any one **auto accident**.

All **bodily injury**, **property damage**, and **covered pollution cost or expense** resulting from continuous or repeated Exposure to substantially the same conditions will be considered as resulting from one **accident**.

**Covered pollution cost or expense** will not exceed the Limit(s) of Liability mandated by the applicable Automobile Financial Responsibility Law.

No one will be entitled to receive duplicate payments for the same elements of **loss** under this Coverage form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement, or Underinsured Motorists Coverage endorsement attached to this Coverage Part.



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**ACCIDENTAL DEATH BENEFITS**  
**CA 00 05 10 98**

In consideration of the premium adjustment, the coverage provided by this endorsement applies only if Accidental Death Benefits is shown on the Declaration Page. All definitions, duties, and general provisions in the policy form CA 00 01 07 98 apply unless specifically modified by the language in this endorsement.

**We** will pay the amount shown on the Declaration Page for accidental death to **you** or any **family member** covered by this endorsement. This amount is payable upon proof of death which occurs within 60 (sixty) days of the date of the covered **accident**. This **accident** must:

1. Be the direct cause of the **bodily injury**;
2. Be the sole cause of the death; and
3. Result while:
  - a. Operating;
  - b. **Occupying**;
  - c. Maintaining; **or**
  - d. Being struck by;  
an **automobile** or **trailer**.

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**DEFINITIONS**

**Automobile** means a vehicle with at least four wheels designed for use on public roads and used for transporting people.

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**LIMIT(S) OF INSURANCE**

The Limit(s) of Insurance shown on the Declaration Page for this coverage is **our** maximum Limit(s) of Insurance for each person Injured in any one **accident**. This is the most **we** will pay regardless of the number of:

1. **Insured**;
2. Claims made;
3. Vehicles or premiums shown on the Declaration Page; or
4. Vehicles involved in the **accident**.

**EXCLUSIONS**

**We** do not provide coverage for any death resulting directly or indirectly from, or if any of the following contributes in any way:

1. Gas poisoning or asphyxiation;
2. Discharge of a nuclear weapon (even if accidental);
3. **War**, declared or undeclared, or any act incident thereto;
4. **Riot or civil commotion**;
5. Civil war;
6. Insurrection;
7. Rebellion or revolution;
8. Suicide, while sane;
9. **Insured** persons attempting to commit a felony;
10. Resisting arrest or fleeing from justice;
11. **Occupying** any vehicle designed for racing, or any vehicle while:
  - a. Competing in; or
  - b. Practicing or preparing for;  
Any racing or speed contest;
12. Testing any **automobile** on any track or speedway or while riding on a motorcycle;
13. Engaged as a mechanic or service man while:
  - a. Towing;
  - b. Pushing;
  - c. Working on;
  - d. Repairing;
  - e. Overhauling; or
  - f. Testing;  
an **automobile**;
14. Engaged as an employee or volunteer of any police or fire department while on duty;
15. In military, naval, marine, air, or any other armed service of any country at **war**, whether such **war** be declared or Undeclared; or
16. Transmission of a communicable disease.



33 employees, of any **non-owned automobile** of the commercial or truck type if such use of such **automobile** is  
34 occasional and infrequent.

### 35 36 37 38 39 40 41 42 EXCLUSIONS

This coverage does not apply to:

**Bodily injury** to any of **your** employees arising out of and in the course of employment by **you**, but this exclusion does not apply  
To any such injury arising out of and in the course of domestic employment by **you** unless benefits therefore are in whole or in part  
Either payable or required to be provided under any workmen's compensation of disability benefits law or any similar law.

### 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 DISABILITY INCOME CA 00 07 10 98

In consideration for the premium adjustment, the coverage provided by this endorsement applies only if disability Income is shown  
on the Declaration Page. All definitions, duties, and general provisions in the policy form CA 00 01 07 98 apply unless specifically  
modified by the language in this endorsement.

### INSURING AGREEMENTS

It is agreed that the policy to which this endorsement is attached will be amended to include Disability Income. **We** will pay **you** or  
a **family member** Disability Income when **you** or a **family member** sustain **bodily injury** caused by **accident** while **occupying**  
**your** covered **auto** or through being struck by an **automobile** or **trailer**. **We** will pay any other person Disability Income who  
sustains **bodily injury** while **occupying**:

1. **Your** covered **auto**, provided it is being used by **you**, a **family member**, or someone with the permission of **you** or a  
**family member**; or
2. A non-owned **automobile** provided the non-owned **automobile** is being used by **you** or a **family member**.

It is agreed that this coverage will:

1. Begin 15 (fifteen) days after a covered **accident**;
2. Continue uninterrupted for as long as the injured person is **continuously totally disabled**; and
3. Terminate not later than:
  - a. One year and 14 (fourteen) days after the date of the **accident**; or
  - b. At death;Whichever comes first.

### LIMIT(S) OF INSURANCE

The Limit(s) of Insurance for this coverage for a wage earner is 85 (eighty-five) percent of the **loss of income** of that wage  
earner, not to exceed \$500 per month, with total payments for loss of income not to exceed \$6,000. The Limit(s) of Insurance  
for this coverage for a non-wage earner is a maximum of \$20 per day (for reimbursement of expenses which are incurred for  
essential services normally performed by the injured person). Maximum benefit for a non-wage earner will not exceed \$6,000.

The Limit(s) of Insurance applies separately for Disability income to each person who sustains **bodily injury** resulting from any  
**accident** covered by this endorsement.

### DEFINITIONS

**Continuously totally disabled** means disability which prevents the injured persons from performing the substantial duties  
required by their occupations.

**Income means:**

1. Salary;
2. Commissions;
3. Professional fees;
4. Net profits from an individually owned business; or
5. Adjusted gross income from a farm.

### EXCLUSIONS

Coverage does not apply under this endorsement to **bodily injury**:

- 53 1. Sustained while **occupying**:  
54 a. An owned **automobile** used as a public or livery conveyance;  
55 b. Any vehicle while located as a residence or premises; or  
56 c. Any motorcycle, motorized scooter, motorized bicycle, snowmobile, or any other similar vehicle (unless the described  
57 vehicle is a motorcycle or snowmobile).  
58 2. Sustained by **you** or any **family member**:  
59 a. While **occupying** an **automobile** owned by or furnished for the regular use of either **you** or any **family member**,  
60 other than **your** covered **auto**; or  
61 b. While **occupying** or through being struck by:  
62 1) A farm type tractor or other equipment designed for use principally off public roads, while not upon public roads; or  
63 2) A vehicle operated on rails or crawler treads  
64 3. Sustained by any person other than **you** or a **family member** resulting from use of:  
65 a. A non-owned **automobile** in the automobile business;  
66 b. As a public or livery conveyance;  
67 c. A non-owned **automobile** in any other business or occupation, except operation or occupancy of a private passenger  
68 **automobile** by **you** or by **your** private chauffeur or domestic servant; or  
69 d. Of a **trailer** used therewith or with an owned **automobile**.  
70 4. Due to **war**.  
71 5. To any person if such person's conduct contributed to the **bodily injury** in any of the following ways:  
72 a. Causing injury intentionally;  
73 b. Operating a motor vehicle under the influence of intoxicating liquor or narcotic or dangerous drugs as defined in the  
74 Federal Food, drug, and Cosmetic Act;  
75 c. Using a motor vehicle without authority knowing that such use is unauthorized;  
76 d. Operating a motor vehicle without an operator's license, or after suspension or revocation of their license;  
77 e. Operating a motor vehicle upon a bet or wager or in a race;  
78 f. Seeking to elude lawful apprehension or arrest by a police officer;  
79 g. Committing a felony; or  
80 h. Sustained by any occupant or driver of any other **automobile** involved in an **accident** with the **insured automobile**.

#### 81 82 83 **MEDICAL REPORTS – PROOF AND PAYMENT OF CLAIM**

84  
85 As soon as practicable, the injured person or someone on his or her behalf, will give to **us** written proof of claim, under oath if  
86 Required, and will, after each request from **us**, execute authorization to enable **us** to obtain medical reports and copies of records.  
87 The injured person will submit to physical examination by physicians selected by **us** when and as often as **we** may require.

88  
89 **We** may pay the injured person or any person or organization rendering the services, and such payment will reduce the amount  
90 payable hereunder for such injury. Payments will not constitute an admission of liability of any person. **Our** payment admits  
91 liability for **us**, under this provision only.

#### 92 93 94 **CONDITIONS OF PAYMENT**

95  
96 **We** may, at **our** option, pay the benefits under this policy to any of the following persons: wife, husband, mother, father, child or  
97 children of the deceased, or to the executor or administrator of the estate. Payment to any one of the above named will, to the  
98 extent thereof, release **us** from all further liability.

#### 99 100 101 **INCOME RECORDS**

102  
103 **We** may require the injured person to secure and submit to **us**, their salary, commission, and/or Internal Revenue Service records.

#### 104 105 106 **OTHER INSURANCE**

107  
108 Insurance afforded under disability Income will be excess insurance over any benefits the injured person has the right to receive  
109 under any Workmen's Compensation Law. WORKMEN'S COMPENSATION BENEFITS WILL BE DEDUCTED FROM THE  
110 GROSS TOTAL LOSS OF INCOME. OF THE REMAINING LOSS OF INCOME, 85 (EIGHTY-FIVE) PERCENT WILL BE  
111 PAYABLE UNDER DISABILITY INCOME, SUBJECT TO THE LIMITATIONS STATED ABOVE.

112  
113 Insurance afforded under Disability Income for persons, other than **you** and any **family member**, injured while **occupying your**  
114 covered **auto** will be excess over any other valid and collectible individual, group, blanket, or franchise insurance; Blue Cross/Blue  
115 Shield and any other prepayment coverage; any governmental program providing benefits afforded under disability income;  
116 benefits received under any Workmen's Compensation Law; automobile disability benefits.

117

118 Insurance afforded under Disability Income for **you** and any **family member** injured while **occupying** a substitute or a  
119 Non-owned **automobile** will be excess over any other valid and collectible **automobile** disability loss of income insurance.  
120  
121 If the Disability Income afforded hereunder is concurrent with like insurance afforded by any other **automobile** policy issued to  
122 **you** by **us**, the total liability of **us** under all such policies will not exceed the highest applicable Limit(s) of Insurance under any  
123 one such policy.

1 **STATED VALUE FOR DAMAGE TO YOUR COVERED AUTO**  
2 **(MAXIMUM AMOUNT OF COVERAGE)**  
3 **CA 00 08 10 98**

4  
5 In consideration of the premium adjustment, the coverage provided by this endorsement applies only if Stated Value for  
6 Damage to Your Covered Auto is shown on the Declaration Page. All definitions, duties, and general provisions in the policy  
7 Form CA 00 01 07 98 apply unless specifically modified by the language in this endorsement.  
8

9 **NOTICE**

10 The amount shown on the Declaration Page is the maximum amount  
11 you will receive at the time of loss or damage for your covered auto.  
12

13 With respect to the Coverage(s) shown as applicable to a vehicle described on the Declaration Page, the Limit(s) of Insurance  
14 Provision in "Part D" Section III (Physical Damage Coverage To Your Auto) is replaced by the following:  
15

16 **AMOUNT OF COVERAGE**

- 17 1. The amount of coverage for loss will be the lesser of the following:  
18 a. Amount shown on the Declaration Page.  
19 b. Amount necessary to repair the property with other property of like kind and quality.  
20 2. An adjustment for depreciation and physical condition will be made in determining Actual Cash Value (ACV) in the event  
21 of any covered partial loss.  
22 3. If repairs result in better than like kind or quality, **we** will not pay for the amount of the betterment.

1 **INCREASED LIMITS POLLUTION**  
2 **CA 00 10 10 98**

3  
4 In consideration of the premium adjustment, the coverage provided by this endorsement applies only if Increased Limits Pollution  
5 is shown on the Declaration Page. All definitions, duties, and general provisions in the policy form CA 00 01 07 98 apply unless  
6 specifically modified by the language in this endorsement.  
7

8 **EXCLUSION**

9  
10 The Exclusion Section of Section II (Liability Coverage) is amended as follows:  
11

12 Exclusion (11.) is deleted and replaced with the following:  
13

- 14 11. For **bodily injury** or **property damage** arising out of the actual, alleged, or threatened discharge, dispersal, seepage,  
15 migration, release, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste  
16 materials, or other irritants, contaminants, or pollutants into or upon the land, the atmosphere, or any water course or  
17 body of water to the extent that the Limit(s) of Insurance for Section II (Liability coverage) exceed \$100,000 for all  
18 damages, including **property damage** and **bodily injury**.  
19

20 **LIMIT(S) OF INSURANCE**

21 The Limit(s) of Insurance section of Section II (Liability Coverage) is amended as follows:  
22

23 Paragraph (C.5.) is deleted and replaced with the following:  
24

- 25 5 **Our** Limit(s) of Insurance for **bodily injury** or **property damage** arising out of the actual, alleged, or threatened  
26 discharge, dispersal, seepage, migration, release, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic  
27 chemicals, liquids or gases, waste materials, or other irritants, contaminants, or pollutants into or upon the land, the  
28 atmosphere, or any water course or body of water will not exceed \$100,000 for all damages including **property damage**  
29  
30

31 and **bodily injury**.

1 **COMBINED SINGLE LIMITS FOR UNINSURED MOTORISTS**  
2 **CA 00 14 10 98**  
3

4 In consideration of the premium adjustment, the coverage provided by this endorsement applies only if Combined Single Limits  
5 for Uninsured Motorists is shown on the declaration Page. All definitions, duties, and general provisions in the policy form  
6 CA 00 01 07 98 apply unless specifically modified by the language in this endorsement.  
7

8 Paragraphs (1.) and (2.) of the Limit(s) of Insurance provision for Section IV (Uninsured Motorist Coverage) is replaced as  
9 follows:

10 **LIMIT(S) OF INSURANCE**  
11

12  
13 If **bodily injury** is sustained in an **accident** by **you** or any **family member**, **our** maximum Limit(s) of Insurance for all damages  
14 in any such **accident** is the sum of the Limit(s) of Insurance for Section IV (Uninsured Motorists Coverage) shown on the  
15 Declaration Page applicable to each vehicle. Subject to this maximum Limit(s) of Insurance for all damages:

- 16 1. The most **we** will pay for **bodily injury** sustained in such **accident** by an **insured** other than **you** or any **family member**  
17 is that **insured's** pro rata share of the limit shown on the Declaration Page applicable to the vehicle that **insured** was  
18 **occupying** at the time of the **accident**.
- 19 2. **You** or any **family member** who sustains **bodily injury** in such **accident** will also be entitled to a pro rata share of the  
20 limit described in paragraph (1.) above. A person's pro rata share will be the proportion that that person's damages bear  
21 to the total damages sustained by all **insureds**.

22 The maximum Limit(s) of Insurance is the most we will pay regardless of the number of:

- 23 1. **Insureds**;
- 24 2. Claims made;
- 25 3. Vehicles or premiums shown on the Declaration Page; of
- 26 4. Vehicles involved in the **accident**.

1 **CARGO LEGAL LIABILITY ENDORSEMENT**  
2 **(LEGAL LIABILITY COVERAGE FOR CARGO IN TRANSIT)**  
3 **CA 00 16 10 98**  
4

5 In consideration of the premium adjustment, the coverage provided by this endorsement applies only if Cargo Legal Liability  
6 Endorsement is shown on the Declaration Page. All definitions, duties, and general provisions in the policy form VA 00 01 07 98  
7 apply unless specifically modified by the language in this endorsement.  
8

9 This option covers **your** legal liability as a common or contract carrier under tariff documents, bills of lading, or shipping receipts  
10 issued by **you** for sudden, accidental, and direct **loss to farm products** in transit, while loaded for shipment in or on any motor  
11 vehicle(s) owned by **you** and operated by **you** or your farm employee(s) anywhere within the continental United States (except  
12 Alaska) and Canada. **Loss(es)** occurring elsewhere will not be covered under this endorsement.  
13

14 **LIMITS OF LIABILITY**  
15

16  
17 **Our** liability for covered **loss** to shipments while loaded in or on any on motor vehicle will not exceed the amount shown on the  
18 Declaration Page for each motor vehicle.  
19

20 **Our** aggregate Limit(s) of Insurance for all covered **loss(es)** resulting from any one occurrence will not exceed the amount shown  
21 on the declaration Page for each occurrence.  
22

23 **EXCLUSIONS**  
24

25 This policy does not cover:

- 26 1. **Loss** or damage to any shipment in or on any motor vehicle under **your** control after such motor vehicle has remained  
27 at any dock, depot, station, or terminal for more than 72 (seventy-two) hours after arrival of the motor vehicle at such  
28 location.
- 29 2. **Loss** caused by **your** neglect to use all reasonable means to save and preserve the property at and after any covered  
30 **Loss**.
- 31 3. **Loss** caused by or resulting from strikes, lockouts, labor disturbances, riots, civil commotion, or the acts of any person  
32 or persons taking part in any such occurrence or disorder.
- 33 4. **Loss** due to inherent vice, or delay, loss of profit, loss of use, or loss of market.  
34

- 35 5. **Loss** of or injury to animals, except against **accident** causing death or rendering death necessary.  
36 6. Fright charges, except such charges that were earned prior to the acceptance of the shipments covered under this  
37 endorsement and for which **you** are legally liable.  
38 7. **Loss** caused by shifting of load, poor packing, or rough handling, for **loss** caused by breakage or by contact with oil or  
39 grease or any other commodity, marring or scratching, wetness or dampness, leakage of liquids, or as the result of being  
40 spotted, discolored, molded, rusted, frosted or frozen, rotted, soured, steamed or heated, or changed in flavor.  
41 8. Breakage of eggs.  
42 9. **Loss** by nuclear reaction of nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and  
43 Whether such **loss** be direct or indirect, proximate or remote.  
44 10. **Loss** or damage caused by or resulting from:  
45 a. Hostile or warlike action in time of peace or **war**, including action in hindering, combating, or defending against an  
46 actual, impending, or expected attack:  
47 1) By any government or sovereign power (de jure or de facto), or by any authority maintaining or using military,  
48 Naval, or air forces;  
49 2) By military, naval, or air forces; or  
50 3) By an agent of any government, power, authority, or forces.  
51 b. Any weapon of **war** employing atomic fission or radioactive force whether in time of peace or **war**.  
52 c. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering,  
53 combating, or defending against such an occurrence, seizure, or destruction under quarantine or customs regulations,  
54 confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.  
55 11. Collision caused:  
56 a. By coming in contact with any portion of the roadbed.  
57 b. By striking the rails or ties of street, steam, or electric railroad.  
58 c. By coming in contact with any stationary object in backing for loading or unloading purposes.  
59 d. By the coming together of truck and **trailer** during coupling or uncoupling.  
60 e. By collision of the covered property with another object while in the ordinary course of transportation.  
61 12. All claims for **loss**, damage, or expense by wear and tear from ordinary handling due to the mode of transportation.  
62  
63

64 **SPECIAL CONDITIONS**

- 66 1. DEFENSE OF SUITS  
67 In respect to the Legal Liability coverage under this endorsement, **we** agree to defend **you** against any **suit** for **loss** for  
68 which coverage is afforded under this endorsement, but **we** will have the right to make such investigation, negotiation,  
69 and settlement of any claim or **suit** as may be deemed expedient by **us**. **We** agree to assume the expenses incurred by  
70 **us** under this special condition, except settlements of claims and **suits** in addition to the applicable Limit(s) of Insurance  
71 of this endorsement. **You** will cooperate with **us** in obtaining evidence, effecting settlements, and conducting **suits**  
72 hearings, and trials.  
73  
74 2. SUBSTITUTION CLAUSE  
75 If any motor vehicle owned by **you** is withdrawn from normal use because of sale, breakdown, repair, **loss**, or **destruction**,  
76 the Limit(s) of Insurance applying to such motor vehicle under this endorsement will apply to any other motor vehicle  
77 operated by **you** or **your** farm employee(s) and substituted for such motor vehicle, provided the substitution is reported  
78 to **us** as soon as practicable, but in any event, within 30 (thirty) days from the date of substitution, and additional premium  
79 is paid thereon as required by **us**.  
80  
81 3. REIMBURSEMENT  
82 Should **we** pay a **loss** or **losses** in compliance with any special provision required by law or legal regulations or by the  
83 Interstate Commerce Commission or by any Public Service commission, Public Utilities Commission, Corporation  
84 Commission, or Railroad Commission for which **we** were not liable under the terms of the policy, **you** agree to reimburse  
85 **Us** to the full extent of such payments, plus any additional expense incurred.  
86  
87 4. STATUTORY ENDORSEMENTS  
88 This endorsement is issued in contemplation of the possible addition of provisions to effect compliance by **you** with  
89 statutes regulating **your** business. No such provision will be valid for any purpose unless required for mandatory or  
90 permissive compliance with terms of the statute actually applicable to **you** at the time of **loss**.  
91  
92 5. INSPECTION OF RECORDS  
93 **Your** books, accounts, and records with reference to any claims for **loss** to which this endorsement may apply, including  
94 those required to be kept by **you** under any statute, or under any rule or regulation of any state, federal authority, or  
agency, will be open to inspection at reasonable times by any of **our** authorized representatives.

3  
4 In consideration of the premium adjustment, the coverage provided by this endorsement applies only if 100 Mile Limitation  
5 Endorsement is shown on the Declaration Page. All definitions, duties, and general provisions in the policy form CA 00 17 07 98  
6 apply unless specifically modified by the language in this endorsement.  
7

8 It is understood and agreed that this policy is null and void at any and all times when the vehicle covered is being used beyond a  
9 100 mile radius from the Named Insured's address as shown on the Declaration Page.

1 **200 MILE LIMITATION ENDORSEMENT**  
2 **Ca 00 18 10 98**  
3

4 In consideration of the premium adjustment, the coverage provided by this endorsement applies only if 200 Mile Limitation  
5 Endorsement is shown on the Declaration Page. All definitions, duties, and general provisions in the policy form VA 00 18 07 98  
6 apply unless specifically modified by the language in this endorsement.  
7

8 It is understood and agreed that this policy is null and void at any and all times while the vehicle covered herein is being operated  
9 Beyond 200 miles from the Missouri state boundaries.

1 **FARM USE ONLY ENDORSEMENT**  
2 **CA 00 19 10 98**  
3

4 In consideration of the premium adjustment, the coverage provided by this endorsement applies only if Farm Use Only  
5 Endorsement is shown on the Declaration Page. All definitions, duties, and general provisions in the policy form  
6 CA 00 19 07 98 apply unless specifically modified by the language in this endorsement.  
7

8 The **insured** agrees and understands that the insured vehicle may be used for pleasure **farming** and **farm use** only.  
9 Any other use of the vehicle suspends coverage under the policy,

1 **AGRI-BUSINESS ENDORSEMENT**  
2 **CA 00 20 10 98**  
3

4 In consideration of the premium adjustment, the coverage provided by this endorsement applies only if Agri-Business  
5 Endorsement is shown on the Declaration Page. All definitions, duties, and general provisions in the policy form  
6 CA 00 01 07 98 apply unless specifically modified by the language in this endorsement.  
7

8 The **insured** agrees and understands that the insured vehicle may be used for pleasure, **farm use**, or **agri-business use** only.  
9 Any other use of the vehicle suspends coverage under the policy.

10  
11 The following definition applies to this endorsement only:

12  
13 **Agri-Business Use:** means hauling any product for hire, provided the vehicle is primarily used for **farming**.

14  
15 However, coverage under this policy will be suspended and does not apply to:

- 16 1. Any hauling for hire beyond 250 miles from the Named insured's address as shown on the Declaration Page.
- 17 2. Hauling scrap metal, auto salvage, **farm machinery** salvage, or similar salvage property.
- 18 3. Hauling forestry products, including but not limited to pallets, stave bolts, logs, lumber, live or cut trees (including  
19 firewood) when intended for resale.
- 20 4. Wholesale or retail delivery of **automobiles**, trucks, tractors, machinery, or heavy equipment.
- 21 5. Hauling hazardous materials as defined in the 1980 Motor Carrier Act regarding Type 2 Carriage.
- 22 6. Hauling dirt, sand, gravel, rock, lime, or limestone or similar materials unless being hauled for maintenance of any  
23 Premises used in the production of **farm products**.
- 24 7. Any vehicle operating under the authority of an ICC, PSC, or any similar state agency filing.

1 **EMERGENCY ROAD SERVICE**  
2 **CA 03 03 07 98**  
3

4 In consideration of the premium adjustment, the coverage provided by this endorsement applies only if Emergency Road Service  
5 is shown on the Declaration Page. All definitions, duties, and general provisions in the policy form CA 00 01 07 98 apply unless  
6 specifically modified by the language in this endorsement.  
7

8 **We** will pay reasonable towing and labor costs incurred each time **your** covered **auto**, or any non-owned auto, in the possession



9 of or being operated by **you** or any **family member** is disabled. **We** will only pay for labor performed at the place of disablement.

#### 10 11 12 **LIMIT(S) OF INSURANCE**

13  
14 **Our** Limit(s) of Insurance for any **loss** covered by this endorsement will be the lesser of the following:

- 15 1. The actual amount incurred for labor performed at the place of disablement.
- 16 2. The actual amount incurred for towing from the place of disablement to the closest repair concern or storage lot.
- 17 3. A reasonable charge for towing from the place of disablement to the closest repair concern. The most **we** will pay for
- 18 any one disablement is one towing and labor charge.

#### 1 2 **LIMITED VALUE FOR DAMAGE TO YOUR COVERED AUTO** 3 **(MAXIMUM AMOUNT OF COVERAGE)** 4 **CA 03 08 07 98**

5 In consideration of the premium adjustment, the coverage provided by this endorsement applies only if Limited Value for  
6 Damage to Your Covered Auto is shown on the Declaration Page. All definitions, duties, and general provisions in the policy  
7 Form CA 00 01 07 98 apply unless specifically modified by the language in this endorsement.

#### 8 9 **NOTICE**

10 The amount shown on the Declaration Page is not necessarily the amount you will receive at the time of  
11 loss or damage for your covered auto. PLEASE refer to the AMOUNT OF COVERAGE provision below.

12  
13 With respect to the Coverage(s) shown as applicable to a vehicle described on the Declaration Page, the Limit(s) of Insurance  
14 Provision in Section III (Physical Damage Coverage) is replaced by the following:

#### 15 16 **AMOUNT OF COVERAGE**

- 17 1. The amount of coverage for **loss** will be the lesser of the following:
  - 18 a. The amount shown on the Declaration Page;
  - 19 b. The Actual Cash Value (ACV) of the stolen or damaged property; or
  - 20 c. The amount necessary to repair or replace the property with other property of like kind and quality.
- 21 2. An adjustment for depreciation and physical condition will be made in determining Actual Cash Value (ACV) in the event  
22 Of any covered partial **loss**.
- 23 3. If repairs or replacement results in better than like kind or quality, **we** will not pay for the amount of the betterment.

#### 24 25 26 **TRANSPORTATION AND TRAVEL EXPENSES** 27 **CA 03 09 11 99**

28 In consideration of the premium adjustment, the coverage provided by this endorsement applies only if TRANSPORTATION  
29 AND TRAVEL EXPENSES is shown on the Declaration Page. All definitions, duties, and general provisions in the policy form  
30 CA 00 01 07 98 apply unless specifically modified by the language in this endorsement.

#### 31 32 33 **INSURING AGREEMENT**

34 **We** will pay without application of a deductible, up to the per day limit shown on the Declaration Page, not to exceed the  
35 maximum per occurrence amount shown on the Declaration Page, for:

- 36 1. Temporary transportation, meals, and lodging expenses actually incurred by **you** in the event of a covered loss to **your**  
37 **covered auto**. **We** will pay for such expenses if the loss is caused by:
  - 38 a. Other than Collision losses only if the Declaration Page indicates that Other Than Collision coverage is provided for
  - 39 That auto; or
  - 40 b. **Collision** losses only if the Declaration Page indicates that **Collision** coverage is provided for that auto.
- 41 2. Loss of use expenses for which **you** become legally responsible in the event of loss to a **non-owned auto**. **We** will  
42 pay for loss of use expense if the loss is caused by:
  - 43 a. Other than Collision losses only if the Declaration Page indicates that Other Than Collision coverage is provided for
  - 44 **your covered auto**; or
  - 45 b. **Collision** losses only if the Declaration Page indicates that **Collision** coverage is provided for **your covered auto**.

#### 46 47 48 49 50 51 52 53 **LIMIT OF LIABILITY**

54  
55 The most **we** will pay is the lesser of the following:

- 56 1. The per day limit of liability shown on the Declaration Page for this coverage is the maximum amount **we** will pay for the  
57 expenses incurred on any one day for a covered loss;  
58 2. The maximum per occurrence limit of liability shown on the Declaration Page is the most **we** will pay for Transportaion  
59 And Travel Expenses for any on covered loss.  
60 3. A reasonable amount for a replacement vehicle, of a similar size and quality as **your covered auto**.  
61 4. The period of time required to repair or replace **your covered vehicle** or a **non-owned auto** following a covered loss.  
62 5. Only for the actual amount incurred, over and above normal expenses, for meals, lodging, and travel required to return  
63 Home following a covered loss that renders **your covered auto** unsafe to drive.  
64

65  
66 **UNDERINSURED MOTORISTS**  
67 **CA 03 11 07 98**  
68

69 In consideration of the premium adjustment, the coverage provided by this endorsement applies only if Underinsured Motorists  
70 is shown on the Declaration Page. All definitions, duties, and general provisions in the policy form CA 00 01 07 98 apply unless  
71 specifically modified by the language in this endorsement.  
72

73  
74 **INSURING AGREEMENT**  
75

- 76 A. **We** will pay compensatory damages which an **insured** is legally entitled to recover from the owner or operator of an  
77 **underinsured motor vehicle** because of **bodily injury**:  
78 1) Sustained by any **insured**; and  
79 2) Caused by an **accident**.

80 The owner's or operator's liability for these damages must arise out of the ownership, maintenance, or use of the  
81 **underinsured motor vehicle**. Any judgment for damages arising out of a **suit** brought without **our** written consent  
82 is not binding on **us**.  
83

84 **We** will pay under this coverage only if (1.) or (2.) below applies:

- 85 1) The limits of liability under any applicable Bodily Injury Liability Bonds or Policies have been exhausted by payment of  
86 judgments or settlements to other than an **insured**, and only if the total of all payments to the **insured** is less than the  
87 policy limits of this policy for this coverage; or  
88 2) A tentative settlement has been made between an **insured** and the insurer of the **underinsured motor vehicle** and  
89 **we**:  
90 a. Have been given prompt written notice of such tentative settlement; and  
91 b. One of the following:  
92 1) Advance payment to the **insured** in an amount equal to the tentative settlement within 30 (thirty) days after  
93 receipt of notification:  
94 2) Notify the **insured** of our intention, in writing, not to advance payment of an amount equal to the agreed  
95 settlement with the insurer of the **underinsured motor vehicle**; or  
96 3) Fail to make such advance payment to the **insured** within 30 (thirty) days of the **insured** notifying **us** of this  
97 tentative settlement.  
98

99 B. **Insured** as used in this endorsement means:

- 100 1) **You** or any **family member**.  
101 2) Any other person **occupying** or using **your** covered **auto** with **your** permission.  
102 3) Any person for damages that person is entitled to recover because of **bodily injury** to which this coverage applies  
103 sustained by a person described in (1.) or (2.) above.  
104

105 C. **Underinsured motor vehicle** means a land motor vehicle or **trailer** of any type to which a Bodily Injury Liability Bond or  
106 Policy applies at the time of the **accident**, but its limit for bodily injury liability is less than the Limit(s) of Insurance for this  
107 Coverage.  
108

109 However, **underinsured motor vehicle** does not include any vehicle or equipment:

- 110 1) To which a Bodily Injury Liability Bond or Policy applies at the time of the **accident**, but its limit for bodily injury liability  
111 is less than the minimum limit for bodily injury liability specified by the Automobile Financial Responsibility Law of the  
112 state in which **your** covered **auto** is principally garaged.  
113 2) Owned by, leased to, rented to, or furnished or available for the regular use of **you** or any **family member**.  
114 3) Owned by any governmental unit or agency.  
115 4) Operated on rails or crawler treads.  
116 5) Designed mainly for use off public roads while not upon public roads.  
117 6) While located for use as a residence or premises.  
118 7) Owned or operated by a person or organization qualifying as a self-insurer under any applicable motor vehicle law,

Automobile Financial Responsibility Law, or any similar law.

#### EXCLUSIONS

1. **We** do not provide Underinsured Motorists coverage for **bodily injury** sustained:
  - a. By an **insured** while **occupying**, or when struck by, any motor vehicle owned by that **insured** which is not insured for this coverage. This includes a **trailer** of any type.
  - b. By any **family member** while **occupying**, or when struck by, any motor vehicle **you** own which is insured for this coverage on a primary basis under any other policy.
2. **We** do not provide Underinsured motorists coverage for **bodily injury** sustained by any **insured**:
  - a. While **occupying your** covered **auto** when it is being used as a public or livery conveyance. This exclusion (2.a.) does not apply to a share-the-expense car pool.
  - b. Using a vehicle without a reasonable belief that the **insured** is entitled to do so.
3. This coverage will not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
  - a. Workers' compensation law; or
  - b. Disability benefits law.
4. **We** do not provide Underinsured Motorists coverage for punitive or exemplary damages.
5. This insurance does not apply to the actual or threatened abuse,, molestation, physical abuse, sexual abuse, sexual harassment, sexual molestation, and sexual relations by anyone of any person.

#### LIMIT(S) OF INSURANCE

With respect to the insurance under this endorsement, the Limit(s) of Insurance on the Declaration Page for this coverage are subject to the following:

1. The Limit(s) of Insurance as applicable to each person is the maximum limit of **our** liability for all damages, including damages for care or loss of service, or consortium, because of **bodily injury** or death sustained by one person as a result of one **accident**.
2. The Limit(s) of Insurance as applicable to each **accident** is the maximum limit of **our** liability for all damages, including damages for care or loss of service, or consortium, because of **bodily injury** or death sustained by two or more persons as a result of any one **accident**, subject to the Limit(s) of Insurance applicable to each person.
3. In the event the Limit(s) of Insurance set out on the Declaration Page is a single limit, it is the maximum limit of our liability for all damages, including damages for care or loss of service, or consortium, because of **bodily injury** or death sustained as a result of any one **accident**.
4. The Limit(s) of Insurance set out on the Declaration Page is the maximum an **insured** can receive from **us** and the insurer on the **underinsured motor vehicle**.
5. In no event will the **insured** receive more than the Limit(s) of Insurance under this coverage in this policy from all available liability or underinsured motorists insurance coverage or policies.
6. The Limit(s) of Insurance set out on the Declaration Page, is the maximum amount of coverage regardless of:
  - a. The number of motor vehicles described on the Declaration Page;
  - b. Person(s) insured;
  - c. Claims made;
  - d. Claimants;
  - e. Motor vehicles involved in the **accident**; or
  - f. Applicable insurance policies or bonds.
7. No one will be entitled to receive duplicate payments for the same elements of **loss** under this coverage and Section II (Liability Coverage), (Medical Payments Coverage), or Endorsement (Uninsured Motorists Coverage) of this policy.
8. **We** will not make a duplicate payment under this coverage for any element of **loss** for which payment has been made by, or on behalf of, persons or organizations who may be legally responsible.
9. **We** will not pay for any element of **loss** if a person is entitled to receive payment for the same element of **loss** under any of the following or similar law:
  - a. Workers' compensation law; or
  - b. Disability benefits law.
  - c.

#### OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage:

1. Any recovery for damages under all such policies or provisions of coverage may equal, but not exceed, the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance **we** provide with respect to a vehicle **you** do not own will be excess over any collectible insurance providing coverage on a primary basis.
3. If the coverage under this policy is provided:

- 184 a. On a primary basis, **we** will pay only **our** share of the **loss** that must be paid under insurance providing coverage on  
185 a primary basis. **Our** share is the proportion that our Limit(s) of Insurance bears to the total of all applicable Limits of  
186 Insurance for coverage provided on a primary basis.  
187 b. On an excess basis, **we** will pay only our share of the **loss** that must be paid under insurance providing coverage on  
188 an excess basis. **Our** share is the proportion that **our** Limit(s) of Insurance bears to the total of all applicable Limits of  
189 Insurance for coverage provided on an excess basis.

#### ARBITRATION

- 193  
194 1. If **we** and an **insured** do not agree:  
195 a. Whether that **insured** is legally entitled to recover damages; or  
196 b. As to the amount of damages which are recoverable by that **insured** from the owner or operator of an **underinsured**  
197 **motor vehicle**, then the matter may be arbitrated. However, disputes concerning coverage under this endorsement  
198 may not be arbitrated.  
199 If both parties agree to arbitration, each party will select an arbitrator. The two arbitrators will select a third. If they cannot  
200 Agree within 30 (thirty) days, either may request that selection be made by a judge of a court having jurisdiction.  
201 2. Each party will:  
202 a. Pay the expenses it incurs; and  
203 b. Bear the expenses of the third arbitrator equally.  
204 3. Unless both parties agree otherwise, arbitration will take place in the county in which the **insured** lives. Local rules of law  
205 as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:  
206 a. Whether the **insured** is legally entitled to recover damages; and  
207 b. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability  
208 specified by the applicable Automobile financial Responsibility Law of the state in which **your** covered **auto** is  
209 principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must  
210 be made within 60 (sixty) days of the arbitrators' decision. If this demand is not made, the amount of damages agreed  
211 to by the arbitrators will be binding on that **insured** and **us**.

#### ADDITIONAL DUTIES

- 212  
213  
214  
215 A person seeking coverage under this endorsement must also promptly:  
216 1. Send **us** copies of the legal papers if a **suit** is brought; and  
217 2. Notify **us** in writing of a tentative settlement between the **insured** and the insurer of the **underinsured motor vehicle** and  
218 allow **us** 30 (thirty) days to advance payment to that **insured** in an amount equal to the tentative settlement to preserve  
219 **our** rights against the insurer, owner, or operator of such **underinsured motor vehicle**.

#### GENERAL PROVISIONS

220  
221  
222  
223  
224  
225 The following **is** added to the Transfer of Rights of Recovery Against Others to Us provision in section VI Business Auto  
226 Conditions:

#### TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

- 227  
228  
229  
230  
231 **Our** rights do not apply under Transfer of Rights of Recovery Against Others to Us with respect to Underinsured Motorists if **we**:  
232 1. Have been given prompt written notice of a tentative settlement between an **insured** and the insurer of an **underinsured**  
233 **Motor vehicle**; and  
234 2. Fail to advance payment to the **insured** in an amount equal to the tentative settlement within 30 (thirty) days after receipt  
235 of notification. If **we** advance payment to the **insured** in an amount equal to the tentative settlement within 30 (thirty) days  
236 after receipt of notification:  
237 a. That payment will be separate from any amount the **insured** is entitled to recover under the provisions of Underinsured  
b. **We** also have a right to recover the advanced payment.

#### ELECTRONIC EQUIPMENT

CA 03 13 07 98

1  
2  
3  
4 In consideration of the premium adjustment, the coverage provided by this endorsement applies only if Electronic Equipment is  
5 shown on the Declaration Page. All definitions, duties, and general provisions in the policy form CA 00 01 07 98 apply unless  
6 specifically modified by the language in this endorsement.

7  
8 Exclusion (4.) of Section IV (Physical Damage Coverage) does not apply to coverage provided by this endorsement.

9  
10  
11 **ELECTRONIC EQUIPMENT**  
12

13 **We** will pay, without application of a deductible, for direct and accidental **loss** to any electronic equipment that receives  
14 or transmits audio, visual, or data signals, or is designed solely for the reproduction of sound.  
15

16 This coverage applies only if:

- 17 1. The electronic equipment is permanently installed in **your** covered **auto**; or  
18 2. The electronic equipment is:  
19 a. Removable from a housing unit which is permanently installed in **your** covered **auto**;  
20 b. Designed to be solely operated by use of the power from **your** covered **auto**'s electrical system; and  
21 c. In or upon **your** covered **auto**;  
22 at the time of **loss**.

23 **We** will also pay, without application of a deductible, for direct and accidental **loss** to:

- 24 1. Any accessories used with such electronic equipment; and  
25 2. Tapes, records, discs, or other media if they are:  
26 a. **Your** property or that of a **family member**; and  
27 b. In **your** covered **auto** at the time of **loss**.  
28  
29

30 **EXCLUSION**  
31

32 **We** will not pay, under this endorsement, for any electronic equipment that is:

- 33 1. Necessary for the normal operation of the **auto** or the monitoring of the **auto**'s operation systems; or  
34 2. Both:  
35 a. An integral part of the same unit housing any sound reproducing electronic equipment designed solely for the  
36 Reproduction of sound if the sound reproducing electronic equipment is permanently installed in **you** covered **auto**;  
37 and  
38 b. Permanently installed in the opening of the dash or console of **your** covered **auto**. This opening must be normally  
39 Used by the manufacturer for the installation of a radio.  
40 3. Equipment designed or used for the detection or location of radar or laser.  
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43 **LIMIT OF LIABILITY**  
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45 With respect to coverage under this endorsement, the Limit of Liability provision of Section IV (physical Damage Coverage) is  
46 replaced by the following:

- 47 1. **Our** Limit of Liability for the total of all losses to audio, visual, or data electronic equipment, tapes, records, discs, or  
48 other media and any accessories used with the equipment as a result of any one occurrence will be the lesser of the;  
49 a. Amount shown on the Declaration Page;  
50 b. Actual Cash Value (ACV) of the stolen or damaged property; or  
51 c. Amount necessary to repair or replace the property with other property of like kind and quality.  
52 2. An adjustment for depreciation and physical condition will be made in determining Actual Cash Value (ACV) in the event  
53 of any covered **loss**.  
54 3. If a repair or replacement results in better than like kind or quality, **we** will not pay for the amount of the betterment

1 **ADDITIONAL INSURED – LESSOR**  
2 **CA 03 19 07 98**  
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4 In consideration of the premium adjustment, the coverage provided by this endorsement applies only if Additional Insured – Lessor  
5 is shown on the Declaration Page. All definitions, duties, and general provisions in the policy form CA 00 01 07 98 apply unless  
6 specifically modified by the language in this endorsement.  
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8 Any liability coverages afforded by this policy for **your leased auto** also apply to the lessor named on the Declaration Page as an  
9 Additional insured. This insurance is subject to the following additional provisions:

- 10 1. **We** will pay damages for which the lessor becomes legally responsible only if the damages arise out of acts or omissions  
11 of:  
12 a. **You** or any **family member**; or  
13 b. Any other person except the lessor or any employee or agent of the lessor using **your leased auto**.  
14 2. **Your leased auto** means:  
15 a. An **auto** shown on the Declaration Page which **you** lease for a continuous period of at least 6 (six) months under a  
16 written agreement which requires **you** to provide primary insurance for the lessor; and

- 17 b. Any substitute or replacement **auto** furnished by the lessor named on the Declaration Page.  
18 3. **We** may cancel this policy at any time, as provided by the terms of this policy. In the event the policy should expire and  
19 not be renewed, or is canceled for any reason, the Additional Insured – Lessor named on the Declaration Page will be  
20 given 10 (ten) days notice before such expiration or cancellations will become effective with respect to the Additional  
21 Insured – Lessor's interest.  
22 4. The Additional Insured – Lessor will, on demand, pay any premium due under this policy which **you** may neglect to pay.  
23 The additional Insured – Lessor must notify **us** of any change of ownership or increase of hazard of which the Loss  
24 Payee has knowledge.  
25 5. The designation of the lessor as an Additional Insured will not operate to increase **our** Limit(s) of Insurance.

1 **AUTO LOAN/LEASE**  
2 **CA 03 35 07 98**  
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4 In consideration of the premium adjustment, the coverage provided by this endorsement applies only if Auto Loan/Lease is shown  
5 on the Declaration Page. All definitions, duties, and general provisions in the policy form CA 00 01 07 98 apply unless specifically  
6 modified by the language in this endorsement.  
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8 In the event of a covered total **loss** to **your** covered **auto** shown on the Declaration Page for which a specific premium charge  
9 indicates that Auto Loan/Lease applies, **we** will pay any unpaid amount due on the lease or loan for **your** covered **auto**. This  
10 amount does not include:

- 11 1. The amount paid under Section III (Physical Damage Coverage) of the policy;  
12 2. Overdue lease/loan payments at the time of the **loss**;  
13 3. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, or high mileage;  
14 4. Security deposits not refunded by a lessor; and  
15 5. Costs for extended warranties, Credit Life Insurance, Health, Accident, or Disability insurance purchased with the loan  
16 or lease.  
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18 **LIMIT(S) OF INSURANCE**  
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20 **Our** Limit(s) of Insurance for any **loss** covered by this endorsement will be the lesser of the following:

- 21 1. The actual amount of the outstanding debt, but this amount does not include items excluded in (2.), (3.), (4.), and (5.)  
22 above.  
23 2. An amount not to exceed 20% of the Actual Cash Value (ACV) as agreed to in the settlement of any total **loss** covered by  
24 this policy.

25 The most **we** will pay for any one claim under this endorsement is the outstanding debt for the loss payee listed on this policy  
26 on the date of **loss**.

1 **UNINSURED MOTORISTS PROPERTY DAMAGE**  
2 **CA 04 86 07 98**  
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4 In consideration of the premium adjustment, the coverage provided by the endorsement applies only if Uninsured Motorists  
5 Property Damage is shown on the Declaration Page. All definitions, duties, and general provisions in the policy form  
6 CA 00 01 07 98 apply unless specifically modified by the language in this endorsement.  
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9 **INSURING AGREEMENT**  
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- 11 1. **We** will pay for sudden, accidental, and direct **loss** to **your** covered **auto** including its equipment, minus a \$250.00  
12 deductible. If a **loss** to more than one of **your** covered **autos** results from the same **collision**, only the highest applicable  
13 deductible will apply. The owner's or operator's liability for these damages must arise out of the ownership, maintenance,  
14 or use of the **uninsured motor vehicle**. Any judgment for damages arising out of a **suit** brought without **our** written  
15 consent is not binding on **us**.  
16 2. **Property damage** as used in this endorsement means damage to, or destruction of, **your** covered **auto**. However,  
17 **property damage** does not include:  
18 a. Loss of use of **your** covered **auto**; or  
19 b. Damage to personal property contained in **your** covered **auto**.  
20 3. **Uninsured motor vehicle** means a land motor vehicle or **trailer** of any type:  
21 a. To which no liability bond or policy affording coverage for **property damage** applies at the time of the **accident**.  
22 b. To which a liability bond or policy affording coverage for **property damage** applies at the time of the **accident** but the  
23 bonding or insuring company:  
24 1) Denies coverage; or  
25 2) Is or becomes insolvent.

26 However, **uninsured motor vehicle** does not include any vehicle or equipment:

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- a. Owned by any governmental unit or agency.
  - b. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
  - c. Owned by any governmental unit or agency.
  - d. Operated on rails or crawler treads.
  - e. Designed mainly for use off public roads while not on public roads.
  - f. While located for use as a residence or premises.

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#### EXCLUSIONS

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1. **We** do not provide Uninsured Motorists Property damage:
    - a. If **you** or **your** legal representative settles the **property damage** claim without **our** consent.
    - b. When **your** covered **auto** is being used as a public or livery conveyance.  
This exclusion (1.b.) does not apply to a share-the-expense car pool.
    - c. For the first \$250 of the amount of the **property damage** to each of **your** covered **auto(s)** as the result of one **Accident**.
    - d. To any motor vehicle owned by **you** for which you have purchased Collision Coverage under this policy or other policy.
    - e. If the owner or operator of the **uninsured motor vehicle** cannot be identified.
  2. This coverage will not apply directly or indirectly to benefit any insurer of the property.
  3. **We** do not provide Uninsured Motorists Property Damage for punitive or exemplary damages.

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#### LIMIT OF LIABILITY

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1. **Our** maximum Limit(s) of Insurance for all damages resulting from any one **accident** will be the lesser of:
    - a. The Limit(s) of Insurance shown on the Declaration Page; or
    - b. The Actual Cash Value (ACV) of **your** covered **auto**.  
This is the most **we** will pay, regardless of the number of:
      - a. Claims made;
      - b. Vehicles or premiums shown on the Declaration Page; or
      - c. Vehicles involved in the **accident**.
  2. An adjustment for depreciation and physical condition will be made in determining Actual Cash Value(ACV) at the time of **Loss**.
  3. **We** will not make a duplicate payment under this coverage for any element of **loss** for which payment has been made or on behalf of, persons or organizations who may be legally responsible.

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#### ARBITRATION

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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 must agree to the appraisal. In this event, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the Actual Cash Value (ACV) and the amount of **loss**. If they fail to agree they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
    - 1) Pay its chosen appraiser; and
    - 2) Bear the expenses of the appraisal and umpire equally.
  2. **We** do not waive any of **our** rights under this policy by agreeing to an appraisal.

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#### ADDITIONAL DUTIES AFTER AN ACCIDENT OR LOSS

78 A person seeking coverage under this endorsement must also:  
79 Provide **us** with:

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1. The name and address of the owner of the **uninsured motor vehicle**;
  2. The registration number or description of such vehicle; or
  3. Any other available information to establish that there is no applicable motor vehicle property damage liability insurance.

\*\*\* End of policy Language found in the Policy booklet \*\*\*