

FARM BUREAU TOWN & COUNTRY INS. CO. OF MO.
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INSURED COPY

PROTECTOR ENDORSEMENT

Membership Number	Policy Number	Policy Period

OPTION AK – PRODUCTS/COMPLETED WORK COVERAGE

When Option AK is shown on the Information Page(s) of **your** policy **you** have this coverage for the business or businesses shown with this Option.

Subject to the terms of this Option and all other terms of **your** policy, Products/Completed Work Coverage provides coverage for **bodily injury** or **property damage** arising out of **your products** after physical possession of the products has been relinquished to others, and for **bodily injury** or **property damage** arising out of **your completed work**. This Option does not provide coverage for the products or completed work of subcontractors or any other parties, except **your** employees hired full or part-time in the business shown with this Option. The **bodily injury** or **property damage** arising out of either **your products** or **your completed work** must occur away from the **insured premises** and away from any premises **you** own, rent, or control that is not an **insured premises**.

This insurance only provides coverage for **bodily injury** or **property damage** that results from an **occurrence** covered by this policy.

ADDITIONAL DEFINED TERMS

Subject to all exclusions, limitations and restrictions in this Option and in **your** policy;

Your Work – means:

1. Work or operations performed by **you** or any **insured** or on **your** behalf by **your** employees hired full or part-time in the business shown with this Option; and
2. Materials, parts, and equipment supplied for such work or operations performed by those identified in 1. above.

Your work includes:

- a. warranties or representations made at any time regarding quality, fitness, durability, performance, or use of **your work**;
- b. providing or failing to provide warnings or instructions; and
- c. the loading or unloading of a vehicle by any **insured** which is not owned or operated by **you**.

Your Completed Work means **your work** at the earliest of the following times:

1. When all work specified in **your** contract has been completed;
2. When all the work to be done at a job site has been completed if **your** contract specifies work at more than one job site; or
3. When that part of the work at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work which requires further service, maintenance, correction, repair, or replacement because of defect or deficiency, but which is otherwise complete, will be deemed completed. **Your completed work** does not include **your work** that has been abandoned.

Your Products – means:

1. Goods or products manufactured, sold, handled, distributed, or disposed of by **you** or any **insured**, others trading under **your** name, or a person or organization whose business or assets **you** have acquired.

Your products include:

- a. Warranties or representations made at any time regarding the quality, fitness, durability, performance, or use of **your products**;
- b. Containers (other than vehicles), materials, parts, or equipment furnished in connection with **your products**; and
- c. **You**, or those acting on **your** behalf, providing or failing to provide warnings or instructions.

Your Products does not include:

- a. Real property;
- b. Property rented to or located for the use of others but not sold, including, but not limited to, vending machines; and
- c. **Farm products**.

Impaired property - means:

Tangible property, other than **your product** or **your work**:

1. that is less useful or no longer usable because:
 - a. it includes **your product** or **your work** that is, or is believed to be, defective, deficient, inadequate or dangerous; or
 - b. **you**, or those acting on **your** behalf, have failed to carry out the terms of a contract or agreement; and
2. which can be restored by:
 - a. the repair, replacement, adjustment or removal of **your product** or **your work**; or
 - b. **your** fulfillment of the terms of the contract or agreement.

AMENDED EXCLUSIONS

For the purposes of coverage under this Option AK, only, and subject to all other terms of this Option:

- I. Exclusion number 14 under EXCLUSIONS – SECTION II of **your** policy is replaced with the following:
 14. Liability assumed under, or arising out of, or in any way resulting from:
 - a. any oral or written contract or agreement;
 - b. any stated or implied warranties or representations associated with any products or services provided by any **insured**;except as provided under Option AK.
- II. If **your** Information Page(s) shows Option I, J, and/or M, the exclusion found in such Option(s) stating:
 - **Bodily injury** or **property damage** occurring off the **insured premises** which arises out of, or in any way results from, a defect, deficiency, inadequacy, or unsafe condition in **your completed work** or **your products** after physical possession of the products has been relinquished to others.

does not apply to **your completed work** or **your products** for the business pursuits of the business shown with this Option AK.

ADDITIONAL EXCLUSIONS

In addition to all exclusions found in Exclusions – Section II of **your** policy and all other provisions of this Option:

There is no coverage for:

- **Property damage** to any real, personal, or **business** property owned, occupied, used by, rented, leased, loaned to, or in the care, custody or control of, or over which physical control is being exercised for any purpose by any **insured**, any employees or volunteer workers of any **insured**, or any partners, members, officers, directors, managers, administrators, executors or trustees if **you** are a partnership, joint venture, LLC, LLP, Corporation, Trust or other entity.
- **Property damage** to any premises **you** sell, give away or abandon, if the **property damage** arises out of any part of those premises.
- **Property damage** to that particular part of real property on which **you** or any contractors, subcontractors, or anyone else working directly or indirectly on **your** behalf are performing operations, if the **property damage** arises out of those operations;
- **Property damage** to that particular part of any property that must be restored, repaired, or replaced because **your work** was incorrectly performed on it.
- **Property damage** to **your products** if the damage arises out of **your products** or their parts.
- **Property damage** to **your work** if the **property damage** arises out of **your work** or any part of it.
- **Property damage** to **impaired property** or property that has not been physically injured, arising out of:
 1. A defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or
 2. A delay or failure by **you** or anyone acting on **your** behalf to perform a contract or agreement in accordance with its terms.This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.
- **Bodily injury** or **property damage** arising out of:
 1. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by **you** and that was created by any **insured's** loading or unloading of the vehicle;
 2. The presence of tools, uninstalled equipment, or abandoned or unused materials;
- Any loss, cost, or expense incurred by any **insured** or any other person or organization arising out of the loss of use, disposal, withdrawal, recall, inspection, notification, repair, replacement, adjustment, or removal of **your work**, **your products**, or **impaired property**. This applies if **your work**, **your products**, or **impaired property** is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, or unsafe condition in **your work**, **your products**, or **impaired property**. This applies whether the withdrawal or recall is voluntary or mandatory.
- **Bodily injury** or **property damage** for which any **insured** may be held liable by reason of:
 1. contributing to or causing the intoxication of a person;
 2. the furnishing of alcoholic beverages to a person under the influence of alcohol or under the legal drinking age; or
 3. a statute, law, ordinance or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.

This exclusion applies only if **you** or any **insured**:

- a. manufacture, distribute, or sell alcoholic beverages;
- b. furnish or serve alcoholic beverages for a charge, whether or not doing so requires a license or is undertaken for business purposes or profit; or
- c. furnish or serve alcoholic beverages without a charge, if doing so requires a license.

- Damages awarded under the Migrant and Seasonal Agricultural Worker Protection Act (29 US sections 1801 et seq.) or awarded under any law or regulation pertaining to that Act.

LIMITS OF LIABILITY

For the purposes of this Option, whether **you** have one business or multiple businesses listed with this Option on the Information Page(s) of **your** policy, the limit of liability for all damages covered by this Option will not exceed the limit of liability shown for Coverage F on **your** Information Page for any one **occurrence** nor twice (two times) the amount of the limit of liability shown for Coverage F on **your** Information Page for all damages covered by this Option from all **occurrences** during the twelve (12) month policy period shown on **your** Information Page.

OTHER INSURANCE

Subject to all terms of this policy, if more than one policy, Information Page/Declaration, and/or Option/Endorsement applies to a covered loss, regardless of who issues the policies or to whom the policies are issued, the total limits of liability under all such coverages shall not exceed that of the coverage with the highest limit of liability and **we** are liable only for **our** share. **Our** share is that percent of the damages that the limit of all liability of this coverage bears to the total of all coverage applicable to the covered loss.