

## EARTHQUAKE AND VOLCANIC ERUPTION COVERAGE FORM

### INSURING AGREEMENT

For the premium charged, we will insure the direct physical loss to property covered by Farm Bureau Town and Country Insurance Company of Missouri. We will indemnify the insured for loss **or** damage from the Perils of:

1. Earthquake
2. Volcanic Eruption, meaning the eruption, explosion, or effusion of a volcano.

All Earthquake shocks or Volcanic Eruption that occur within any 72 hours will constitute a single occurrence. Each 72-hour period must commence after inception of coverage and no earlier than the first reported loss to the Company. The insured has the right to choose when each 72-hour period commences.

No other Cause of Loss or Perils Insured Against are covered hereunder. Earth movement, landslide, mudflow, earth sinking, rising, or shifting is not covered unless loss is caused directly by an Earthquake.

### COVERAGES AND LIMITS OF LIABILITY

We will not be held liable for more than the sum of the individually Scheduled Limits of Insurance for the Coverages stated on the Earthquake Declaration Page.

Additionally, we will not be liable for more than the annual aggregate amount stated on the Earthquake Declaration Page for covered losses in any single policy period.

### DEDUCTIBLE

The following deductible provision applies to any loss covered by this form and, in that respect, replaces any deductible provision in the Farm Bureau Town and Country Insurance Company of Missouri Policy to which this endorsement is attached:

1. We will pay only that part of the loss which exceeds the deductible specified on the Earthquake Declaration page. This deductible will apply separately to each occurrence and to each Coverage part.
2. The deductible amount for each Coverage part is calculated by multiplying the deductible percentage shown on the Earthquake Declaration Page by the amount of insurance for each respective Coverage part.
3. If any other Additional Coverage or Special Limits included under Farm Bureau Town and Country Insurance Company of Missouri Policy allows you to make claim for an additional amount above the limit of insurance shown on the Earthquake Declaration Page, the combined total will be used to calculate the deductible amount.

### SPECIAL EXCLUSIONS

1. We do not cover loss resulting directly or indirectly from flood of any nature, tidal wave, or tsunami whether caused by, resulting from, contributed to, or aggravated by earthquake.
2. The following exclusion
  - a. applies ☐
  - b. does not apply ☒We do not cover loss to exterior masonry veneer. For the purposes of this exclusion, stucco is not considered masonry veneer.

### SERVICE OF SUIT

It is agreed that in the event of the failure of this Company to pay any amount claimed to be due hereunder this Company will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court. However, nothing in this condition constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or any state. In any suit instituted against us upon this Policy, we will abide by the final decision of such court or any appellate court in the event of any appeal.

Service of process in such suit may be made upon the Insurance Commissioner as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by you on your behalf. The Company designates the below officer as the person to whom the Commissioner is authorized to mail such process, or a true copy thereof, in compliance with the applicable statutes governing said service of process in the state or jurisdiction in which a cause of action under this policy arises: Jon Knutzen, President, Palomar Excess and Surplus Insurance Company 3601 W. 76th Street, Suite 450, Edina, MN 55435. The above named is authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

### PALOMAR EXCESS AND SURPLUS INSURANCE COMPANY



President



Secretary