

MOTOR TRUCK CARGO OWNERS AND TRUCKMENS FORM

Insurance under this policy is afforded only with respect to the coverage or coverages indicated by the word "Yes."

Legal Liability Coverage (Paragraph 1) (SEE DECLARATIONS PAGE)

Owner's Coverage (Paragraph 2) (SEE DECLARATIONS PAGE)

LEGAL LIABILITY COVERAGE FOR CARGO IN TRANSIT

1. This policy covers the legal liability of the insured as a common or contract carrier under tariff documents, bills of lading or shipping receipts issued by the insured, for direct loss or damage caused by any of the perils specified herein to lawful goods and merchandise specified below, in transit while loaded for shipment in or on vehicles described herein.

OWNER'S COVERAGE FOR CARGO IN TRANSIT

2. This policy insures the lawful goods and merchandise, specified below, owned by the insured or for which the insured may be legally liable, for direct loss or damage caused by any of the perils specified herein in transit while loaded for shipment in or on vehicles described herein.

DESCRIPTION OF	VEHICLE	GOODS	LIMIT OF LIABILITY	THEFT	DEDUCTIBLE
3. VEHICLES:	IDENTIFICATION #:	HAULED:	PER VEHICLE:	COVERAGE	PER OCCURRENCE

(SEE DECLARATIONS PAGE)

LIMITS OF LIABILITY

4. (a) The Company's liability for loss or damage to shipments while loaded in or on any one vehicle shall not exceed the amount set opposite each vehicle in Paragraph 3 of this form.
 (b) The Company's aggregate limit of liability for all loss or damage resulting from one casualty or disaster shall not exceed \$(SEE DECLARATIONS PAGE).

LOSS DEDUCTIBLE CLAUSE

5. The applicable deductible stated above on any one loss is not insured hereunder, and this Company is liable only for loss in excess thereof, subject to all other applicable limits of liability.

PERILS COVERED

6. This policy covers direct loss or damage caused by:
- (a) Fire and lightning, including self ignition or internal explosion of the vehicle;
 - (b) Cyclone, tornado and windstorm;
 - (c) Flood, meaning rising of rivers and waters;
 - (d) Explosion, excluding explosion in the premises of the insured originating within steam boilers, pipes, fly wheels, engines and machinery connected therewith and operated thereby;
 - (e) Collision while in the ordinary course of transportation (meaning thereby the violent and accidental contact of the motor vehicle with any other automobile, vehicle or object; but excluding loss or damage by coming in contact with any portion of the roadbed or by striking the rails of ties of street, steam or electric railroad, or by coming in contact with any stationary object in backing for loading or unloading purposes, or the coming together of truck and trailer during coupling or uncoupling or by collision of the insured property with another object unless the transporting vehicle is in collision within the meaning of this policy) but free from all claims for loss, damage or expense by wear and tear to ordinary handling due to the mode of transportation.
 - (f) Overturning of vehicles on which the shipments insured are being transported; (Overturning as used herein shall mean the upsetting of the vehicles) to such an extent that it comes to rest on its side or top.
 - (g) Collapse of bridges, docks and culverts;
 - (h) Stranding, sinking, fire or collision, including General Average or Salvage charges for which the insured is legally liable on shipments being transported on or in said vehicle(s) while on any regular ferry line.
 - (i) If "theft" is specifically identified next to the insured item in Paragraph 3 above, this policy will also cover "burglary" and/or "robbery".

"Burglary" means the felonious abstraction of **your** property (1) from within the premises by a person making felonious entry therein by actual force and violence, of which the force and violence there are visible marks made by tools, explosives, electricity or chemicals upon, or physical damage to the exterior of the premises at the place of entry; or (2) from within the premises by a person making felonious exit therefrom by actual force and violence and evidenced by visible marks made by tools, explosives, electricity or chemicals upon, or physical damage to the interior of the premises at the place of such exit.

"Robbery" means the taking of **your** property (1) by violence inflicted upon a messenger or a custodian; (2) by putting him in fear of violence, (3) by any other overt felonious act committed in his presence and of which he was actually cognizant, provide such other act is not committed by an officer, partner or employee of you; and (4) from the person or direct care and custody of a messenger or custodian who has been killed or rendered unconscious.

EXCLUSIOIN

7. This policy does not cover:

- (a) Loss or damage to any shipment in or on any vehicle under the control of the insured after such vehicle has remained at any dock, depot, station, terminal for more than 72 hours after arrival of the vehicle at such location;
- (b) Loss of or damage to tarpaulins, tools, repair equipment, wrapping materials and equipment for loading and unloading which are carried on the vehicle(s) unless endorsed hereon;
- (c) Loss or damage occurring while a shipment is in the custody of any other carrier if the insured's rights of subrogation against such other carrier have been waived or made unenforceable;
- (d) Loss or damage to patterns, templates, blueprints, accounts, bills, currency, evidences of debt, securities, money, notes, jewelry, paintings, statuary, other works of art and articles of vertu;
- (e) Loss or damage caused by neglect of the insured to use all reasonable means to save and preserve the property at and after the happening of any contingency insured against hereunder;
- (f) Loss or damage caused by or resulting from strikes, lockouts, labor disturbances, riots, civil commotion, or the acts of any person or persons taking part in any such occurrence or disorder;
- (g) Loss or damage due to inherent vice, or delay, loss of profit, loss of use or loss of market;
- (h) Loss of or injury to animals except against accident causing death or rendering death necessary;
- (i) Loss or damage to shipments carried gratuitously or as an accommodation;
- (j) Freight charges, except such charges that had been earned prior to the acceptance of the shipments insured hereunder and for which the insured is legally liable;
- (k) Loss or damage caused by shifting of load, poor packing or rough handling; nor, unless directly caused by a peril described in Paragraph 7, for loss or damage caused by breakage or by contact with oil or grease or any other commodity, marring or scratching, wetness or dampness, leakage of liquids, or as the result of being spotted, discolored, molded, rusted, frosted or frozen, rotted, soured, steamed or heated, or changed in flavor.
- (l) Breakage of eggs unless directly caused by a peril insured against and then only if the loss amounts to 50% of the value of the shipping package (each package to be considered as separately insured) but this Company shall in no event be liable for such loss in excess of 25% of the amount insured hereunder on the contents of the vehicle involved;
- (m) Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this policy; however, subject to the foregoing and all provisions of this policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy;
- (n) Loss or damage caused by or resulting from:
 - (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (A) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (B) by military, naval or air forces; or (c) by any agent of any government, power, authority of forces;
 - (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
 - (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation, by order of any government of public authority, or risks of contraband or illegal transportation or trade.

SPECIAL CONDITIONS

3. (a) **DEFENSE OF SUITS** – In respect only to the Legal Liability Coverage under Paragraph 1 of this form the Company agrees to defend in the name of and behalf of the insured any suit against the insured for loss or damage for which insurance is afforded under this policy; but the Company shall have the right to make such investigation, negotiation, and settlement of any claim or suit as may be deemed expedient by the Company. The Company agrees to assume the expenses incurred by it under this clause, except settlements of claims and suits in addition to the applicable limits of liability of this policy. The insured shall cooperate with the Company in obtaining evidence, effecting settlements, and conducting suits, hearings and trials.
- (b) **VALUATIONS** – All shipments are by agreement valued at the amount of invoice or if not under invoice then at cash market value on date and at place of shipments, except however, the liability of the Company shall not exceed the value as shown in tariff documents, bills of lading or shipping receipts, if any, nor shall the Company's liability in any event exceed what it would then cost to repair or replace the property lost or damaged with other of like kind and quality.
- (c) **SUBSTITUTION CLAUSE** – If any vehicle specified in this policy is withdrawn from normal use because of sale, breakdown, repair, loss or destruction, the limit of liability applying to such vehicle under this policy shall apply to any other vehicle operated by the insured and substituted for such specified vehicle, provide the substitution is reported to this Company as soon as practicable (but in any event, within 30 days from the dated of substitution) and additional premium is paid thereon as required by this Company.
- (d) **REIMBURSEMENT OF COMPANY** – Should the Company pay a loss or losses in compliance with any special endorsement required by law or legal regulations or by the Interstate Commerce Commission or by any Public Service Commission, Public Utilities Commission, Corporation Commission or Railroad Commission for which it would not have been liable under the terms of the policy, the insured agrees to reimburse the Company to the full extent of such payments, plus any additional expense incurred in connection therewith.
- (e) **STATUTORY ENDORSEMENT** – This policy is issued in contemplation of the possible addition thereto of endorsements to effect compliance by the insured with provisions of statutes regulating the business of the insured. No such endorsement shall be valid for any purpose unless required for mandatory or permissive compliance with terms of the statute actually applicable to the insured at the time of loss or damage.
- (f) **COINSURANCE CLAUSE** – In the event of a loss to which the limit of liability on a vehicle applies, the Company shall in no event be liable for a greater proportion of such loss than the limit of liability on the vehicle involved bears to 100% of the valuation as provided in Paragraph (b) of the contents of the vehicle at the time such loss occurred.

All other terms and conditions of this policy remain unchanged.

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

SECRETARY

PRESIDENT