

PERSONAL / FARM UMBRELLA LIABILITY POLICY

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INSURING AGREEMENT

WE agree with YOU, in return for YOUR premium payment, to insure YOU subject to all TERMS of this policy.

DEFINITIONS – PART 1

YOU, YOUR, and YOURSELF: the person, partnership, corporation, estate or trust shown as the **NAMED INSURED** on the Information Page and spouse if a resident of the same household.

WE, US, OUR: the Farm Bureau Town & Country Insurance Company of Missouri.

The information Page identifies the **INSURED** persons, **POLICY TERMS, RETAINED LIMIT**, and minimum **UNDERLYING LIMITS**.

1. **AIRCRAFT:** a weight-carrying structure for navigation of the air that is supported either by its own buoyancy or by the dynamic action of the air against its surfaces.
2. **AUTOMOBILE:** a motorized land vehicle, trailer, or semi-trailer designed for travel on public roads and subject to registration.

The following are not **AUTOMOBILES** unless they are towed or carried on an **AUTOMOBILE**: Utility, boat, camping or travel trailers, **MOBILE EQUIPMENT, RECREATIONAL MOTOR VEHICLES**, or any equipment designed principally for use off public roads and not licensed for road use. This definition does not include **MOTORCYCLE**.

3. **BUSINESS:** any trade, profession, or occupation, other than **FARMING**.
4. **DAMAGES:** the total:
 - (a) amount **YOU** must pay (legally or by agreement with **OUR** written consent) because of **PERSONAL INJURY** or **PROPERTY DAMAGE** covered by this policy; and
 - (b) reasonable expenses **WE** incur in the investigation, defense and settlement of a claim or suit because of **PERSONAL INJURY** or **PROPERTY DAMAGE** covered by this policy, except salaries of **YOUR** regular employees and expense payable under other **TERMS** of this policy.
5. **FARMING:** meaning: the ownership, maintenance or use of **INSURED** premises for the production of **FARM PRODUCTS**. Includes operation of roadside stands where the products sold are the **INSURED'S** own **FARM PRODUCTS**.
6. **FARM PRODUCTS:** means: crops, livestock, poultry, fish, eggs, vegetables and fruits raised or grown by the **INSURED**. It does not include any product which has been processed from its original form into another product.
7. **HIRED AUTOMOBILE:** an **AUTOMOBILE** not owned by the **NAMED INSURED** which is used under contract on behalf of, or loaned by, or registered in the name of:
 - (a) a partner or executive officer of the **NAMED INSURED** or;
 - (b) an employee or agent of the **NAMED INSURED** who is granted allowance of any sort for the use of such **AUTOMOBILE**.

52 8. **INSURED** means:

- 53 (a) If the **NAMED INSURED** on the Information Page is an individual, then **INSURED** means
54 **YOU**, the individual, and the following residents of **YOUR** household:
55 (1) **YOUR** spouse;
56 (2) Relatives of either;
57 (3) Persons under twenty-one (21) in the care of the **NAMED INSURED** and spouse;
58 and
59 (4) Resident **FARM** employees while acting within the scope of their employment.
60 (b) If the **NAMED INSURED** on the Information Page is a partnership or joint venture, then
61 **INSURED** means:
62 (1) **YOU**, the named partnership or joint venture; and
63 (2) Any partner or member of that partnership or joint venture. However, the partner
64 or member is an **INSURED** only with respect to his liability as a partner or
65 member.
66 He is not an **INSURED** with respect to his personal liability unless specifically named
67 on the Information Page.
68 (c) If the **NAMED INSURED** on the Information Page is a Corporation, then **INSURED**
69 means:
70 (1) **YOU**, the named corporation or entity; and
71 (2) Any executive officer, director, stockholder, or employee of the named
72 corporation or entity. However, he is an **INSURED** only with respect to the scope of
73 his duties as an executive officer, director, stockholder, or employee of that corporation
74 or entity.
75 He is not an **INSURED** with respect to his personal liability unless specifically named
76 on an Information Page.
77

78 Except to the extent that coverage is available to the **INSURED** in the underlying policies as
79 stated in the Schedule of Underlying Insurance, this policy does not apply to the ownership,
80 maintenance, operation, use, loading or unloading of any automobile while away from premises
81 owned by, rented to, or controlled by the **INSURED**.
82

83 Except to the extent that coverage is provided in an underlying insurance policy as set forth in the
84 Schedule of Underlying, this policy does not apply to liability arising out of the ownership,
85 maintenance, operation, use, or loading or unloading of any watercraft insurance.
86

- 87 (d) The following are not **INSUREDS**: the owner or lessee (or their agents or employees) of an
88 **AUTOMOBILE**, animal, or **WATERCRAFT** loaned to or hired for use by the **INSURED**.
89

90 This insurance does not apply to **PERSONAL INJURY** or **PROPERTY DAMAGE** arising
91 out of any corporation, partnership, or joint venture, of which **YOU** are a partner or member,
92 and which is not named in this policy as an **INSURED**.
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94 9. **MOBILE EQUIPMENT**: a land vehicle, including any attached machinery or equipment, which is:

- 95 (a) not subject to registration;
96 (b) designed and used principally off public roads;
97 (c) usual in the operation of **FARMING**;
98 (d) designed and maintained for the sole purpose of affording mobility to equipment which is an
99 integral part of or permanently attached to the vehicle.
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101 **MOBILE EQUIPMENT** does not include an **AUTOMOBILE**, **MOTORCYCLE**, or
102 **RECREATION VEHICLE**.
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10. **MOTORCYCLE**: a two or three wheeled self-propelled motor vehicle which is subject to registration and is used on or off premise. Including Mopeds.
11. **NAMED INSURED**: the entity(ies) listed on the Information Page.
12. **NON-OWNED AUTOMOBILE**: an **AUTOMOBILE** not owned by, registered in the name of, hired by (or used under contract in behalf of), or loaned to the **NAMED INSURED**; provided that, if the **NAMED INSURED** is a partnership, such **AUTOMOBILE** is not owned by or registered in the name of a partner thereof.
13. **OCCURRENCE**: an accident, including the continuous or repeated exposure to conditions during the **POLICY TERM**, which result in **PERSONAL INJURY** or **PROPERTY DAMAGE** neither expected nor intended by **YOU**. All **PERSONAL INJURY** or **PROPERTY DAMAGE** resulting from a common cause shall be considered the result of one **OCCURRENCE**.
14. **PERSONAL INJURY** means:
- (a) mental or bodily injury, shock, sickness, disability, or disease;
 - (b) injury arising out of:
 - (1) false arrest, detention or imprisonment, malicious prosecution;
 - (2) libel, slander, defamation, humiliation, or a publication or utterance in violation of a persons right of privacy;
 - (3) wrongful entry or eviction, or other invasion of the right of private occupancy;
 - (4) racial or religious discrimination (unless coverage is prohibited by law) committed by or at the direction of the **INSURED**, but only with respect to the liability (other than fines or penalties) imposed by law;
 - (c) the care, loss of services, or death resulting from **PERSONAL INJURY**.
15. **POLICY TERM**: Beginning at 12:01 a.m., Standard Time, at the place where **YOU** reside on the effective date to the expiration date as stated on the Information Page.
16. **PRIMARY INSURANCE**: any insurance collectible by **YOU** which covers liability for **PERSONAL INJURY** or **PROPERTY DAMAGE**. This coverage applies only to **DAMAGES** in excess of the **RETAINED LIMIT** or **UNDERLYING LIMITS** or **PRIMARY INSURANCE** whichever applies.
17. **PROPERTY DAMAGE**: physical injury to or destruction of tangible property. This includes loss of use.
18. **PROFESSIONAL LIABILITY: DAMAGES** because of injury arising out of malpractice, error or mistake by **YOU**, or by a person for whose acts or omissions **YOU** are legally responsible while rendering or failing to render professional services.
19. **RECREATIONAL VEHICLE**: any motorized vehicle designed for use principally off public roads, whether licensed for road use or not. This includes (but is not limited to) the following: a golf cart; snowmobile; trail bike; dune buggy; or all-terrain vehicle.
- It does not include an **AUTOMOBILE**, **MOTORCYCLE**, or **MOBILE EQUIPMENT**.
20. **RETAINED LIMITS**: the limit stated on the Information Page. This **RETAINED LIMIT** is the amount **YOU** must pay if the **UNDERLYING POLICY** and any other **PRIMARY INSURANCE** collectible by **YOU** do not provide coverage.
21. **TERMS**: the provision, limitations, exclusion, and definitions.

- 156
157 22. **UNDERLYING LIMITS:** minimum required limits of insurance as scheduled on the Information
158 Page. This includes the amount of any other insurance collectible by **YOU**.
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160 23. **WATERCRAFT:** a craft, vessel, or vehicle designed mainly for the transportation of people or
161 property on or over water. This includes an ice boat or jet ski.
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163 **COVERAGE PROVIDED - PART II**

164 **PERSONAL LIABILITY:**

165 **WE** will pay on **YOUR** behalf **DAMAGES** for which **YOU** become legally responsible due to
166 **PERSONAL INJURY** or **PROPERTY DAMAGE** caused by an **OCCURRENCE**. **WE** do not cover
167 punitive or exemplary **DAMAGES**.
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170 Except to the extent that coverage is available to the **INSURED** in the underlying policies as stated in the
171 Schedule of Underlying Insurance, this policy does not apply to the ownership, maintenance, operation, use,
172 loading or unloading of any automobile while away from premise owned by, rented to, or controlled by the
173 **INSURED**.
174

175 Except to the extent that coverage is provided in an underlying insurance policy as set forth in the Schedule
176 of Underlying Insurance, this policy does not apply to liability arising out of the ownership, maintenance,
177 operation, use, or loading or unloading of any watercraft.
178

179 **DEFENSE OF SUITS NOT COVERED BY OTHER INSURANCE:**

- 180 1. **WE** will defend any suit seeking **DAMAGES** for **PERSONAL INJURY** or **PROPERTY**
181 **DAMAGE** covered by this policy which are not payable under terms of any **PRIMARY**
182 **INSURANCE** or under the **TERMS** of the underlying policy or policies scheduled on the
183 Information Page.
184 2. **WE** may investigate and settle claims or suits as **WE** feel is appropriate.
185 3. **WE** will pay cost charged against **YOU** in a suit **WE** defend.
186 4. **WE** will pay interest accruing after a judgment is entered in any suit **WE** defend. **OUR** duty to pay
187 interest ends when **WE** offer to pay that part of any judgment which does not exceed **OUR** liability
188 limit.
189 5. **WE** will pay premium on bonds required in a suit **WE** defend. The bond amounts shall not exceed
190 **OUR** Limits of Liability. **WE** will pay the cost of bail bonds required of **YOU** because of an
191 accident or traffic violation. **WE** are not required to apply for or furnish these bonds.
192 6. **WE** will pay reasonable expenses that **YOU** incur at **OUR** request in assisting **US** in the
193 investigation or defense of a claim or suit. Expenses include actual loss of earnings (not other
194 income) up to \$100 a day or \$5,000 total.
195

196 **WE** pay amounts incurred, due to (1-6) above, in addition to **OUR** liability limit. **YOU** must promptly
197 repay **US** for **DAMAGES WE** paid within the **RETAINED LIMIT**. If **WE** are prevented by law or
198 otherwise from carrying out this provision, **WE** pay amounts incurred with **OUR** consent.
199

200 **EXCLUSIONS – PART III**

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202 **WE** will not pay for:

- 203 1. **PERSONAL INJURY** to a person eligible for payments voluntarily provided by **YOU** or
204 required to be provided under a worker's compensation, non-occupational disability laws,
205 occupational disease laws, unemployment compensation or disability benefits laws, or under any
206 similar law.

- 207 2. **PERSONAL INJURY** to any of **YOUR** employees unless such liability is covered by valid and
208 collectible underlying employers' liability insurance as described on the Information Page, and then
209 only for such coverage which is available under that policy.
- 210
- 211 3. **PERSONAL INJURY** to any of **YOUR** employees injured in the course of employment and caused
212 by a fellow employee unless such liability is covered by valid and collectible underlying liability
213 insurance.
- 214
- 215 4. **PERSONAL INJURY** or **PROPERTY DAMAGE** arising out of the ownership, maintenance, use,
216 loading, or unloading of any **AIRCRAFT** whether owned by **YOU** or not.
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- 218 5. Any claim arising out of an intentional act committed by **YOU** or at **YOUR** direction. This
219 exclusion does not apply to **PERSONAL INJURY** reasonable act committed to protect persons or
220 property.
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- 222 6. **BUSINESS** activities or **BUSINESS** property unless specifically endorsed to this policy. **OUR**
223 coverage is no broader than the **PRIMARY INSURANCE** except **OUR** liability limit.
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- 225 7. **PROFESSIONAL LIABILITY**, unless described by endorsement to this policy.
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- 227 8. **PERSONAL INJURY** or **PROPERTY DAMAGE** arising out of the ownership, maintenance, use,
228 loading, or unloading of any **WATERCRAFT**:
- 229 (a) owned by or rented to **YOU** if the Watercraft has inboard or inboard/outboard power of 50 or
230 more horsepower or is a sailing vessel, with or without auxiliary power, 26 feet or more in
231 overall length; or
- 232 (b) powered by one or more outboard motors with 50 or more horsepower, owned by **YOU**.
- 233
- 234 This exclusion does not apply:
- 235 (a) if, on the effective date of this policy, the **WATERCRAFT** is covered by **PRIMARY**
236 **INSURANCE**; or
- 237
- 238 (b) if **WE** are informed within 30 days after acquisition and an additional premium is paid to
239 **US**
- 240 9. **PROPERTY DAMAGE** to:
- 241 (a) property owned by, used by, or rented to any **INSURED** or as to which a **NAMED**
242 **INSURED** or his employees exercise physical control for any purpose; or
- 243 (b) property in the care, custody, and control of any **INSURED** or as to which a **NAMED**
244 **INSURED** or his employees exercise physical control for any purpose.
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- 246 10. **PERSONAL INJURY** or **PROPERTY DAMAGE** arising out of any substance released or
247 discharged from an **AIRCRAFT** in connection with crop dusting, fertilizing, or spraying operations,
248 by or on behalf of any **INSURED**
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- 250 11. **PERSONAL INJURY** or **PROPERTY DAMAGE** arising out of any discharge, dispersal, release
251 or escape of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquid or gases, waste
252 material, or other irritants, contaminants, or pollutants into or upon land, the atmosphere, or any
253 water course or body of water.
- 254
- 255 12. Loss of use of tangible property which has not been physically injured or destroyed, resulting
256 from:
- 257 (a) a delay in or lack of performance by **YOU** or on **YOUR** behalf of any contract or
258 agreement;

- (b) the failure of **YOUR** products or work performed by **YOU**, or on **YOUR** behalf, to meet the level of performance, quality, fitness, and durability warranted or represented by **YOU**.

However, this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of **YOUR** products or work performed by **YOU**, or on **YOUR** behalf, after such products or work have been put to use by any person or organization other than the **INSURED**.

13. **DAMAGES** claimed for the withdrawal, inspection, repair, replacement, or loss of use, of **YOUR** products or work completed by or for **YOU**, or for any property of which such products or work form a part if such products, work or property are withdrawn from the market, or from use, because of any known or suspected defect of deficiency in them.
14. **PROPERTY DAMAGE** to **YOUR** products arising out of such products or any part of those products.
15. **PROPERTY DAMAGE** to work performed by **YOU** or on **YOUR** behalf arising out of the work, or any portion of it, or out of material, parts, or equipment furnished in connection with them.
16. **PERSONAL INJURY** or **PROPERTY DAMAGE** for which an **INSURED** under this policy is also an **INSURED** under a nuclear energy liability policy or would be an **INSURED** but for its termination upon using up its limits of liability. A nuclear energy liability policy is a policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriter, Nuclear Insurance Association of Canada, or any of their successors.
17. Liability arising from membership on a board of directors of, or as an officer of, an organization. This does not include a charitable, religious, or civic non-profit organization.
18. **PERSONAL INJURY** or **PROPERTY DAMAGE** arising out of the ownership, maintenance, operation, use, loading or unloading of any **AUTOMOBILE**, **RECREATIONAL VEHICLE**, **MOBILE EQUIPEMENT**, **MOTORCYCLE**, or **WATERCRAFT** while being used in any:
 - (a) Prearranged or organized racing, speed, or demolition contest;
 - (b) Any stunting activity; or
 - (c) In practice or preparation for them.
19. **PERSONAL INJURY** or **PROPERTY DAMAGE** caused by or resulting from declared or undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for any government purpose, and including any consequence of any of these. Discharge of a nuclear weapon is deemed a warlike act even if an accident.
20. **PERSONAL INJURY** to any person who qualifies as an **INSURED**.
21. Punitive or exemplary **DAMAGES**.
22. **PERSONAL INJURY** for which an **INSURED** person is legally entitled to recover from the owner or operator of an uninsured or underinsured **AUTOMOBILE**.
23. **PERSONAL INJURY** or **PROPERTY DAMAGE** arising out of:

- (a) inhaling, ingesting, or prolonged physical exposure to asbestos, lead, or goods or products containing asbestos or lead; or
- (b) the use of asbestos in construction or manufacturing any good, product, or structure; or
- (c) the removal of asbestos from any good, product, or structure; or
- (d) the manufacture, transportation, storage, or disposal of asbestos or goods or products containing asbestos.

Also, **WE** will not pay for the investigation or defense of any loss, injury, or damage or any cost, fine, or penalty or for any expense or claim or suit related to any of (a-d) above.

24. **PERSONAL INJURY** arising out of or resulting from the direct or indirect transmission of a communicable disease by an **INSURED**.

25. **PERSONAL INJURY** sustained by any person arising out of or resulting from the molesting of minors by:

- (a) any **INSURED**;
- (b) any employee of any **INSURED**; or
- (c) any volunteer.

Also, **WE** will not pay for the investigation or defense of any loss, injury or damage or any cost, find or penalty or for any expense or claim or suit related to any of (a-c) above.

26. **BODILY INJURY** or **PROPERTY DAMAGE** arising out of:

- (a) **NON-OWNED AUTOMOBILES** used in the **NAMED INSURED'S FARMING** or **BUSINESS** operations.
- (b) **HIRED AUTOMOBILES** used in the **NAMED INSURED'S FARMING** or **BUSINESS** operations;

Unless such non-owned or hired automobile are covered up to the **UNDERLYING LIMIT** by valid collectible **PRIMARY INSURANCE**.

LIMITS OF LIABILITY – PART IV

Regardless of the number of **INSUREDS**, claims, or injured persons, the most **WE** pay as **DAMAGES** resulting from one **OCCURRENCE** shall not exceed the amount stated on the Information Page, subject to the following:

1. The policy pays only after the **UNDERLYING LIMITS**, and any other **PRIMARY INSURANCE** covering the claim, have been paid by **YOU** or on **YOUR** behalf.
2. If the **UNDERLYING LIMITS** of insurance terminate or the limits are less than shown on the Information Page, **WE** pay **DAMAGES** **WE** would have paid if the **PRIMARY INSURANCE** had not terminated or if its limits had not been lessened.
3. If the underlying insurer or any other primary insurer does not pay because of bankruptcy or insolvency or because **YOU** do not comply with the **TERMS** of the underlying or **PRIMARY INSURANCE** after an **OCCURRENCE**, **WE** pay **DAMAGES** only which exceed the **UNDERLYING LIMITS**
4. If the **UNDERLYING LIMIT** or **PRIMARY INSURANCE** does not cover an **OCCURRENCE** which results in **PERSONAL INJURY** or **PROPERTY DAMAGE**, but the **OCCURRENCE** is covered by this policy, **WE** pay **DAMAGES** which exceed the **RETAINED LIMIT** as stated on Information Page.

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5. If the **UNDERLYING LIMIT** or **PRIMARY INSURANCE** is reduced or used up by payment of loss, **WE** will pay **DAMAGES** over the lowered limits. This will apply only to those primary and underlying policies that have an aggregate limit of liability.
 6. The insurance provided by this policy applies separately to each **NAMED INSURED**. The **OCCURRENCE** limit on the Information Page applies separately to each **NAMED INSURED**. However, this does not increase **OUR** liability limit for any one **OCCURRENCE**.

370 **UNDERLYING INSURANCE REQUIREMENT – PART V**

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372 This policy requires that the **NAMED INSURED** have and maintain the types and limits of liability
373 insurance shown on the Information Page. This is referred to as the Schedule of Underlying Insurance
374 Requirement.

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376 Failure to maintain the **UNDERLYING LIMIT** will not void the policy. **WE** will only be liable to the
377 extent that **WE** would have been liable if the underlying policy or policies had been maintained in force
378 as required. **YOU** must make every effort to reinstate the aggregate limits of any underlying policy that
379 has reduced because of the payment of a claim.

380 **WHAT TO DO IN CASE OF ACCIDENT OR LOSS – PART VI**

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382 Duties after **OCCURRENCE**, claim or suit;

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384 If an **OCCURRENCE** is likely to involve **US** under this policy, the **INSURED** must promptly advise
385 **US** or **OUR** agent of:

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387 1. How, when, and where the **OCCURRENCE** took place, and
388 2. Names and addresses of the injured and all witnesses.

389 If information regarding a claim is received or if legal action has begun, the **INSURED** must promptly
390 send us a copy of every notice, demand, report, summons, or other legal papers.

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392 The **INSURED** must cooperate with **US** in the investigation, defense, and settlement of a claim or suit.

393 **POLICY CONDITIONS – PART VII**

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- 396 1. **Defense Settlement:** Except as provided in the “Defense of Suits not Covered by Other Insurance”
397 section, **WE** are not required to take charge of the investigation, defense, or settlement of a claim or
398 suit. **WE** have the right at any time to join **YOU** or other **PRIMARY INSURANCE** in the
399 investigation, defense, and settlement of a claim or suit. If the **PRIMARY INSURANCE** limit is
400 paid, **WE** have the option to defend a claim or suit. **WE** may investigate and settle a claim or suit
401 which **WE** feel is appropriate.
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403 2. **Appeals:** **WE** may appeal a judgment in excess of the applicable **PRIMARY INSURANCE** limit or
404 the **RETAIN LIMIT**. **WE** pay all costs, taxes, expenses, and incidental interest. **OUR** liability for
405 **DAMAGES** does not exceed **OUR** liability limit for one **OCCURRENCE**, plus the cost and
406 expenses of the appeal.
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408 3. **Suits Against Us:** No action may be brought against **US** unless the **INSURED** has complied with all
409 **TERMS** of this policy.
 - 410
411 4. **Other Insurance:** This insurance is excess of all other collectible insurance, even if not scheduled,
412 except for insurance purchased exclusively to be excess over this policy itself. This does not apply to

insurance purchased in excess of the sum of the **PRMIARY INSURANCE** limit and **OUR** liability limit.

5. **Our Right to Recover:** If payment is made by **US**, **WE** will join the **NAMED INSURED** and any **PRIMARY INSURANCE** in exercising the **NAMED INSURED'S** rights of recovery against any party. The **NAMED INSURED** shall not prejudice such rights after loss. **OUR** rights to recover **OUR** payment applies only after the **NAMED INSURED** has been fully compensated for the loss. Recoveries shall be made in the following order.

- (a) repay the parties (including the **INSURED**) who paid in excess of **OUR** liability limit;
- (b) repay **US** the amount **WE** paid;
- (c) repay the parties (including the **INSURED**) to whom this insurance is excess, if they are entitled to the remainder.

A different distribution may be made to settle a claim or suit if all parties agree. Reasonable expenses of obtaining recovery shall be divided among all parties in ratio of their losses for which recovery is sought.

6. **Assignment:** **YOUR** rights and duties under this policy shall not be assigned without **OUR** written consent.
7. **Change, Modification, or Waiver of Policy Terms:** A waiver or change of any **TERMS** of this policy must be issued by **US** in writing to be valid. **OUR** request for an appraisal or examination under oath does not waive any of **OUR** rights. If **WE** adopt any revision of forms or endorsements during a **POLICY TERM** which would broaden coverage under the policy without additional premium, the broadened coverage will automatically apply to this policy.

If this policy is issued on a continuous basis, **WE** may substitute or add, upon any anniversary date, forms or endorsements which are authorized for use on this policy in accordance with **OUR** manual rules in effect at the time.

8. **Misrepresentation, Concealment, or Fraud:** The entire policy is void if, whether before or after a loss:
- (a) an **INSURED** has willfully concealed or misrepresented:
 - (1) any material fact or circumstance concerning this insurance; or
 - (2) an **INSURED'S** interest in it;
 - (b) there has been fraud or false swearing by an **INSURED** regarding any matter relating to this insurance or the subject of it.

No misrepresentation or breach of affirmative warranty made by **YOU** (or on **YOUR** behalf) in the negotiation of this policy affects **OUR** obligation unless:

- (a) **WE** rely on it and it is either material or made with intent to deceive; or
- (b) The facts misrepresented or falsely warranted contributed to the loss..

No failure of condition prior to the loss and no breach of promissory warranty affects **OUR** obligation under this policy unless:

- (a) it exists at the time of the loss; and
- (b) it either increases the risk at the time of the loss or contribute to the loss.

The provision of this condition do not apply to failure to tender payment of premium.

9. **Death of NAMED INSURED:** If **YOU** die while insured under this policy, **YOUR** protection passes to **YOUR** legal representative or other persons having proper temporary custody of covered property.

However, that person or **YOUR** legal representative is an **INSURED** only with respect to insurance on covered property and legal liability arising out of that property. Any person who is an **INSURED** at the time of **YOUR** death continues to be an **INSURED** while residing in **YOUR** household.

10. **Agents Knowledge of Facts:** Knowledge by **OUR** agents of any fact which breaches a condition of this policy shall be **OUR** knowledge if:

- (a) that fact is known to the agent at the time the policy is issued or any application made; or
- (b) it later becomes known to the agent in the course of his dealing as an agent with **YOU**.

Any fact which breaches a condition of this policy and is known to the agent prior to loss shall not void this policy or defeat a recovery under this policy in the event of loss.

11. **POLICY TERM** and Territory: **WE** cover **PERSONAL INJURY** and **PROPERTY DAMAGE** which occurs anywhere, but only that which occurs during the **POLICY TERM**.

12. **Premium and Renewal of Policy:** All premiums for this policy shall be computed according to **OUR** rules, rates, rating plans, premiums, and minimum premiums applicable to the insurance provided **YOU** in this policy. The policy may be renewed:

- (a) by mailing to **YOU** or **YOUR** last mailing address shown in this policy a renewal premium notice for the applicable renewal **TERMS**; or
- (b) by issuing or offering to issue **YOU** a renewal policy, certificate, or other evidence of renewal at the applicable renewal premium.

If **YOU** do not pay the renewal premium, **YOUR** policy will terminate on the expiration date.

13. **Valid Premium Payment:** If **YOUR** check in payment of any premium for this policy is not honored by **YOUR** bank when presented for payment, no coverage is afforded **YOU** for any time period or **POLICY TERM** for which **YOU** wrote the check.

14. **Cancellation:**

- (a) By **YOU** – **YOU**, or any other person named on the Information Page, may cancel this policy at any time giving **US** or **OUR** agent written notice or returning the policy to **US**. **YOU** must state in writing the date cancellation is to take effect.
- (b) By **US**- **WE** may cancel this policy by written notice delivered to or mailed to **YOU** at the mailing address shown on the Information Page. Proof of delivery or mailing is sufficient proof of notice.

We refund premium for any un-expired **POLICY TERM** on a pro rata basis.

- (c) Refund of Premium-Payment or tender of unearned premium is not a condition of cancellation. If the unearned premium is not refunded with the cancellation notice, it will be sent to **YOU** within a reasonable time.
- (d) When **WE** May Cancel – **WE** may cancel the policy under the following conditions:
 - (1) Non-Payment of Premium – if the premium has not been paid when due, **WE** may cancel at any time by giving the required notice at least ten (10) days before the cancellation is effective.
 - (2) New Policy – if this is a new policy and has been in effect less than sixty (60) days, and is not a renewal, **WE** may cancel for any reason by giving the required notice at least ten (10) days before the cancellation is effective.

- (3) All Other Situations – if this policy has been in effect 60 days or more, **WE** may cancel for any reason by giving written notice at least 60 days before cancellation is effective.
- (4) Missouri Statutes with respect to the required notice will take precedent over number 1, 2, and 3 above.
- (e) Time of Cancellation-The effective date of cancellation is the earliest of the following:
- (1) the effective date and hour of cancellation stated in any notice;
 - (2) the date and hour **YOU** surrender the policy if no cancellation date was stated; or
 - (3) the expiration of the **POLICY TERM**.

15. **Non-Renewal:** **WE** may elect not to renew or continue this policy by giving written notice of **OUR** intent at least 60 days before the expiration date or anniversary. The notice may be delivered to or mailed to **YOU** at the mailing address shown on the Information Page. Proof of delivery or mailing shall be sufficient proof of notice. This policy terminates on its expiration or anniversary date if **YOU**:

- (a) surrender the policy to **US**;
- (b) have notified **US** or **OUR** agent in writing of **YOUR** intent not to renew;
- (c) have not paid the renewal or installment premium when due.

16. **Bankruptcy:** Bankruptcy, insolvency, or receivership of the **INSURED**, the **INSURED'S** estate or of any **UNDERLYING INSURANCE** will not relieve **US** of **OUR** obligations under this policy. With regard to bankruptcy, insolvency, or receivership of any **UNDERLYING INSURANCE** this policy will not apply as a replacement of such bankruptcy or insolvent insurer and **OUR** Limits Of Insurance will apply in excess of the required Limit(s) of Insurance stated in the "Schedule Of Underlying (or Retained) Insurance Requirements" of this policy.

IN WITNESS WHEREOF, the FARM BUREAU TOWN & COUNTRY INSURANCE COMPANY OF MISSOURI has cause this policy to be signed by its President and Secretary.

PRESIDENT

Darrett Hawkins

SECRETARY

A. T. Z. D.

ANNUAL AGGREGATE LIMITS ENDORSEMENT PERSONAL/FARM UMBRELLA U170 (1-1-93)

It is agreed that the provision of this policy entitled LIMITS OF LIABILITY-PART IV, is amended to add the following provision as respects the application of the Aggregate Limit stated on the Information Page of this policy:

In those cases where the **PRIMARY INSURANCE** listed on the Information Page contains Coverage(s) subject to an Aggregate Limit of Liability, **OUR** liability, stated on the Information Page as "Per Occurrence", shall likewise be limited to be the Annual Aggregate Limit of this policy with respect to all ultimate net loss caused by one or more **OCCURRENCE** during each annual period while this policy is in force, commencing from its effective date. The policy Annual Aggregate Limit shall apply separately to each **PRIMARY INSURANCE** Policy for which an Annual Aggregate Limit applies.

The above provision is addition to the policy terms applicable to the **LIMITS OF LIABILITY-PART IV** section and does not revise in any manner the provision presently stated within this section.

Farm Bureau Town & Country Insurance Company of Missouri PCGA (1-1-93)
MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION
COVERAGE LIMITATION ENDORSEMENT

- A. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if **WE** are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if **WE** become insolvent.
- B. Missouri law requires that this endorsement be attached to all policies that exceed the limitations of coverage provided under the Act. These limitations are shown in paragraph C. below.
- C. LIMITATION OF COVERAGE**
- The Act contains various exclusions, conditions, and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of this Act.
1. Claims covered by the Association do not include a claim by or against an "insured" of an insolvent insurer, if that "insured" has a net worth or more than \$25 million on the date **WE** become insolvent.
 2. Payments made by the Association for covered claims will include only that amount of each claim which is:
 - (a) in excess of \$100; and
 - (b) less than \$300,000.However, the Association will not:
 - (a) pay an amount in excess of the applicable limit of liability of the policy from which a claim arises; or
 - (b) return any unearned premium to an "insured" in excess of \$10,000.

These limitations have no effect on the coverage **WE** will provide under this policy.

All other provisions of this policy apply.

NOTICE TO ALL POLICYHOLDERS REGARDING PCGA ENDORSEMENT

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

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

Please contact your agent if you have any questions.