



| Named Insured | Policy Number | Policy Period |
|---------------|---------------|---------------|
|               |               |               |

0003756 2 AB 0.3840



**Amendatory Endorsement**

This amendatory endorsement is part of your policy. It is effective for the policy period noted above and for any subsequent renewals of policy CU-1188 (12/11).

**THIS AMENDATORY ENDORSEMENT CHANGES YOUR POLICY.**  
**READ IT CAREFULLY.**

The following changes have been made to your automobile policy CU-1188 (12/11):

**PART A – LIABILITY COVERAGE**

Under the section “When Part A – Liability Coverage Does Not Apply”, of **PART A – LIABILITY COVERAGE**, subparagraph 3. is replaced with the following:

**When Part A – Liability Coverage Does Not Apply**

In addition to the limitations of coverage stated in other parts of PART A - LIABILITY COVERAGE:  
There is no coverage:

- 3. For any damages:
  - a. for which the United States of America, or State Government, or State Institution, or State Entity, or any of their departments or agencies might be liable for the **Insured's use** of any vehicle.
  - b. to property owned by, rented to, in charge of or transported by an **Insured**. But coverage applies to damage to:
    - 1) a rented residence or rented private garage damaged by a vehicle we insure on this policy; or
    - 2) an **auto**:
      - a. operated by any **insured**; and
      - b. owned by a **person** or organization engaged in the **business** of selling, repairing or servicing motor vehicles; and
      - c. loaned to any **insured** for demonstration purposes or as a replacement for **your auto** while it is out of use due to breakdown, repair or servicing;
    - 3) an **auto**:
      - a. in **your** possession, and
      - b. owned by **your** employer, and
      - c. damaged by **your** or **your family member's** negligence, or the first listed Designated Representative's or their **family member's** negligence, arising out of the **use of your auto, a newly acquired auto, a non-owned auto, a temporary substitute auto** not owned, leased, or provided by **your** employer, or a **trailer** covered by Part A – Liability of this policy.

We will not pay more than fifteen thousand dollars (\$15,000) for such damages addressed in 3. b. 3) above.



Except for the changes to sub-paragraph 3. of the section "When Part A – Liability Coverage Does Not Apply", of PART A – LIABILITY COVERAGE, all other terms of PART A – LIABILITY COVERAGE remain the same.

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## ENDORSEMENT SECTION

### MISCELLANEOUS TYPE VEHICLE ENDORSEMENT

The MISCELLANEOUS TYPE VEHICLE endorsement in your policy is amended as follows:

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The definitions for "Newly Acquired Auto", and "Non-owned Auto" in the DEFINITIONS section of the MISCELLANEOUS TYPE VEHICLE endorsement are replaced with the following:

#### DEFINITIONS

**Newly Acquired Auto** – means an **auto** to which **you, your spouse**, and if **you** are an entity other than a **person** the first **person** listed as Designated Representative on the Automobile Declaration Page(s), have taken title to or are the leaseholder of, if it:

1. replaces **your auto**; or
2. is an added **auto** and **we** insure all **autos** owned by **you, your spouse**, and if **you** are an entity other than a **person** the first **person** listed as Designated Representative on the Automobile Declaration Page(s), on the date of its delivery to **you, your spouse**, and if **you** are an entity other than a **person** the first **person** listed as Designated Representative on the Automobile Declaration Page(s), but only if **you, your spouse**, and if **you** are an entity other than a **person** the first **person** listed as Designated Representative on the Automobile Declaration Page(s):
  1. tell **us** about it within 30 days after its delivery; and
    - a. if the **auto** acquired replaces one shown on the Automobile Declaration, it will have the same coverage as the **auto** it replaced; or
    - b. if the **auto** acquired is an addition to any shown on the Automobile Declaration, it will have the broadest coverage **we** now provide for any **auto** shown on the Automobile Declaration, and
  2. pay **us** any additional amount due from the date of purchase.

If **we** insure all land motor vehicles (designed for **use** mainly on public roads) owned by **you, your spouse**, and if **you** are not a **person** the first **person** listed as Designated Representative on the Declaration Page(s), then **Newly Acquired Auto** also means a **private passenger auto** to which **you, your spouse**, and if **you** are an entity other than a **person** the first **person** listed as Designated Representative on the Automobile Declaration Page(s), have taken title to or are the leaseholder of, if it:

1. replaces one of **your private passenger autos**; or
2. is an added **private passenger auto**, but only if **you, your spouse**, and if **you** are an entity other than a **person** the first **person** listed as Designated Representative on the Automobile Declaration Page(s):
  1. tell **us** about it within 30 days after its delivery; and
    - a. if the **private passenger auto** acquired replaces one shown on the Automobile Declaration, it will have the same coverage as the one it replaced; or
    - b. if the **private passenger auto** acquired is an addition to any shown on the Automobile Declaration, it will have the broadest coverage **we** now provide for any one of those shown on the Automobile Declaration, and
  2. pay **us** any additional amount due from the date of purchase.

**Non-owned Auto** – means an **auto** not owned by or registered or leased in the name of, or furnished or available for the regular **use** of:

1. **you, your spouse**, or the **person(s)** listed as Designated Representative on the Automobile Declaration Page(s);
  2. any **family member** of any of the **persons** identified in 1. above, unless at the time of the accident or **loss**:
    - a. the **auto** is or has within the last 30 days been insured for liability coverage; and
    - b. **you, your spouse**, or the first **person** listed as Designated Representative on the Automobile Declaration Page(s), or their **family member** who does not own or lease such **auto** is the driver.
  3. any other **person** residing in the same household as **you, your spouse, your family members**, any **person(s)** listed as Designated Representative on the Automobile Declaration Page(s) or any of their **family members**; or
  4. an employer of **you, your spouse, your family members**, or the employer of any of the **persons** listed as Designated Representative on the Automobile Declaration Page(s) or any of their **spouses or family members**.
- If **we** insure all land motor vehicles (designed for **use** mainly on public roads) owned by **you, your spouse**, and if **you** are not a **person** the first **person** listed as Designated Representative on the Declaration Page(s), then **non-owned auto** also

means a **private passenger auto** not owned by or registered or leased in the name of, or furnished or available for the regular use of:

1. **you, your spouse, or the person(s)** listed as Designated Representative on the Automobile Declaration Page(s);
  2. any **family member** of any of the **persons** identified in 1. above, unless at the time of the accident or loss:
    - a. the **private passenger auto** is or has within the last 30 days been insured for liability coverage; and
    - b. **you, your spouse, or the first person** listed as Designated Representative on the Automobile Declaration Page(s), or their **family member** who does not own or lease such **private passenger auto** is the driver.
  3. any other **person** residing in the same household as **you, your spouse, your family members, any person(s)** listed as Designated Representative on the Automobile Declaration Page(s) or any of their **family members**; or
  4. an employer of **you, your spouse, your family members, or the employer of any of the persons** listed as Designated Representative on the Automobile Declaration Page(s) or any of their **spouses or family members.**
- Non-owned Auto** does not include any vehicle which is not in the lawful possession of the **person** operating it.

The definition below for “Private Passenger Auto” is added to the DEFINITIONS section of the MISCELLANEOUS TYPE VEHICLE endorsement.

**Private Passenger Auto** – means a land motor vehicle designed for use mainly on public roads:

- with four or six wheels;
- designed solely to carry **persons** and their luggage;
- with a car or station wagon body;
- with a van body that has a Gross Vehicle Weight (GVW) or Gross Vehicle Weight Rating (GVWR) of 10,000 pounds or less;
- with a pickup truck body and pickup style bed that has:
  - a Gross Vehicle Weight (GVW) of 10,000 pounds or less, or
  - a Gross Vehicle Weight Rating (GVWR) of 13,500 pounds or less, or
  - a curb weight of 6,500 pounds or less if an OEM (Original Equipment Manufacturer) GVW or GVWR is not available.

**Private Passenger Auto** does not include any vehicle which can be used as a temporary or permanent dwelling or other premises.

Except for the changes to the definitions of “Newly Acquired Auto”, and “Non-owned Auto”, and the addition of the definition of “Private Passenger Auto” in the DEFINITIONS section of the MISCELLANEOUS TYPE VEHICLE endorsement, all other definitions in that section remain the same.

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## MISCELLANEOUS TYPE VEHICLE

### PART A – LIABILITY COVERAGE

#### Who Is an Insured

The section “Who Is an Insured”, under the PART A – LIABILITY COVERAGE section of the MISCELLANEOUS TYPE VEHICLE endorsement is replaced with the following:

#### Who Is an Insured

The section “When we refer to a non-owned auto, Insured means:” is amended as follows:

When we refer to a non-owned auto, Insured means:

1. If the first party listed as the Named Insured on the Automobile Declaration Page(s) is a **person**, then that **person** is an **Insured**, as well as:
  - A. his/her **spouse**,
  - B. his/her **family members**, provided the **person** claiming coverage does not own or lease a **private passenger auto** or an **auto** and such **family member's** use of the **non-owned auto** is within the scope of consent of the first **person** listed as the Named Insured on the Automobile Declaration Page(s) or their **spouse**, and the owner of such **auto**

If the **non-owned auto** is an All-Terrain Vehicle (ATV) and if coverage is applicable under this endorsement for such **non-owned auto**, this paragraph B. is amended as follows:

- B. his/her **family members**, provided such **family member's** use of the **non-owned auto** is within the scope of consent of the first **person** listed as the Named Insured on the Automobile Declaration Page(s) or their **spouse**, and the owner of such **auto**
2. If the first party listed as the Named Insured on the Automobile Declaration Page(s) is not a **person**, the first **person** listed as Designated Representative on the Automobile Declaration Page(s) is an **Insured**, as well as;
    - A. his/her **spouse**;



B. his/her **family members**, provided the **person** claiming coverage does not own or lease a **private passenger auto** or an **auto** and such **family member's** use of the **non-owned auto** is within the scope of consent of the first **person** listed as Designated Representative on the Automobile Declaration Page(s) and the owner of such **auto**.

If the **non-owned auto** is an All-Terrain Vehicle (ATV) and if coverage is applicable under this endorsement for such **non-owned auto**, this paragraph B. is amended as follows:

B. his/her **family members**, provided such **family member's** use of the **non-owned auto** is within the scope of consent of the first **person** listed as the Named Insured on the Automobile Declaration Page(s) or their **spouse**, and the owner of such **auto**.

3. Any **person** or organization which does not own or hire the **non-owned auto** but is liable for its use by one of the **persons** or entities in 1. or 2. above, provided the use of such **non-owned auto** is within the scope of consent of one of the **persons** in 1. or 2. above, and the owner of such **auto**.

There is no coverage for **non-owned autos** while:

- a. being repaired, serviced or used by any **person** while that **person** is working in any **auto business**; or
- b. used in any other **business** or occupation other than farming. This does not apply to an **auto** driven or occupied by the first **person** listed as the Named Insured on the Automobile Declaration Page(s) or the first **person** listed as Designated Representative on the Automobile Declaration Page(s), their **spouse** or their **family members**.

### When Part A – Liability Coverage Does Not Apply

The section “When Part A – Liability Coverage Does Not Apply”, under the PART A – LIABILITY COVERAGE section of the MISCELLANEOUS TYPE VEHICLE endorsement is replaced with the following:

#### When Part A – Liability Coverage Does Not Apply

In addition to the limitations of coverage stated in other parts of PART A - LIABILITY COVERAGE, Paragraph 3. under the section titled “When Part A – Liability Coverage Does Not Apply” is amended as follows:

There is no coverage:

3. For any damages:

- a. for which the United States of America, or State Government, or State Institution, or State Entity, or any of their departments or agencies might be liable for the **insured's** use of any vehicle.
- b. to property owned by, rented to, in charge of, or transported by an **insured**. But coverage applies to damage to:
  - 1) a rented residence or rented private garage damaged by a vehicle we insure on this policy; or
  - 2) an **auto**:
    - a. operated by any **insured**, and
    - b. owned by a **person** or organization engaged in the **business** of selling, repairing or servicing motor vehicles; and
    - c. loaned to any **insured** for demonstration purposes or as a replacement for **your auto** while it is out of use due to breakdown, repair or servicing;

if the motor vehicle insured under this endorsement is licensed in Missouri.

3) an **auto**:

- a. in **your** possession, and
- b. owned by **your** employer, and
- c. damaged by **your** or **your family member's** negligence, or the first listed Designated Representative's or their **family member's** negligence, arising out of the **use** of **your auto**, a **newly acquired auto**, a **non-owned auto**, a **temporary substitute auto** not owned, leased or provided by **your** employer, or a **trailer** covered by Part A – Liability of this policy.

We will not pay more than fifteen thousand dollars (\$15,000) for such damages addressed in 3. b. 3) above.

### If There Is Other Liability Coverage

Under the section titled PART A – LIABILITY COVERAGE of the MISCELLANEOUS TYPE VEHICLE endorsement, the following sub-section “If There Is Other Liability Coverage” is added:

#### If There Is Other Liability Coverage

Paragraph 1 of the section titled **If There Is Other Liability Coverage** in PART A – LIABILITY of **your** policy is amended as follows:

1. Policies Issued by Us:

If two or more vehicle liability policies issued by us to

- a. **you**,
- b. **your spouse**,
- c. **your family members**,

d. the **person(s)** listed as Designated Representative on the Automobile Declaration Page(s), their **spouse** or **family members**, or,  
e. any entity owned or controlled by **you, your spouse, the person(s)** listed as Designated Representative on the Automobile Declaration Pages(s) or their **spouses**.  
apply to the same accident, the total limits of liability under all such policies shall not exceed that of the policy with the highest limit of liability.  
If the Miscellaneous Type Vehicle shown on the Declaration Page is an All-terrain Vehicle (ATV) and there is liability coverage available for such ATV under a property liability policy with **us**, for the same accident, this policy is primary, but the sum of all payments from all such policies will not exceed that of the one highest limit of coverage available.

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**MISCELLANEOUS TYPE VEHICLE  
PART C – UNINSURED MOTOR VEHICLE COVERAGE  
Who Is an Insured**

Under the section titled **PART C – UNINSURED MOTOR VEHICLE COVERAGE** of the **MISCELLANEOUS TYPE VEHICLE** endorsement, sub-paragraph 3. of "Who Is an Insured" is replaced with the following:

3. the **family members** of the **person(s)** identified in 1. above except that any of these **family members** who own or lease an **auto** or motor vehicle that falls under the Financial Responsibility Laws is only considered to be an **Insured** while occupying **your auto**, a **temporary substitute auto**, a **newly acquired auto** or **your trailer**; and  
If the Miscellaneous Type Vehicle shown on the Declaration Page is an All-terrain Vehicle (ATV) this #3. paragraph is amended as follows:  
3. the **family members** of the **person(s)** identified in 1. above; and

Except for the change to sub-paragraph 3. above, all other terms of "Who Is an Insured" in **PART C – UNINSURED MOTOR VEHICLE COVERAGE** of the **MISCELLANEOUS TYPE VEHICLE** endorsement remain the same.

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**MISCELLANEOUS TYPE VEHICLE  
PART D – COVERAGE FOR DAMAGE TO YOUR AUTO**

The section **PART D – COVERAGE FOR DAMAGE TO YOUR AUTO** in the **MISCELLANEOUS TYPE VEHICLE** endorsement is replaced with the following:

**PART D – COVERAGE FOR DAMAGE TO YOUR AUTO**

When referring to coverage for the **MISCELLANEOUS TYPE VEHICLE** shown on the Automobile Declaration Page(s), the section titled **When Part D – Coverage for Damage to Your Auto Does Not Apply** in **PART D – COVERAGE FOR DAMAGE TO YOUR AUTO** of **your** policy is amended as follows:

**When Part D - Coverage for Damage to Your Auto Does Not Apply**  
There is no coverage for:

(Paragraph 2. is deleted)

~~2. A non-owned auto or temporary substitute auto that is not a private passenger auto.~~

All other portions of the section titled "**When Part D - Coverage for Damage to Your Auto Does Not Apply**" in **your** policy remain the same.

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**MISCELLANEOUS TYPE VEHICLE**

**UNDERINSURED MOTOR VEHICLE**

The section titled **UNDERINSURED MOTOR VEHICLE** in the **MISCELLANEOUS TYPE VEHICLE** endorsement is replaced with the following:



UNDERINSURED MOTOR VEHICLE

You have UNDERINSURED MOTOR VEHICLE coverage on your Miscellaneous Type Vehicle only if the Miscellaneous Type Vehicle shown on the Automobile Declaration Page(s) is a motorcycle, ATV, or a motor home and UNDERINSURED MOTOR VEHICLE coverage is shown on the Automobile Declaration Page(s) for that vehicle.

When referring to coverage for the MISCELLANEOUS TYPE VEHICLE the section titled "Who Is An Insured" under the UNDERINSURED MOTOR VEHICLE is amended as follows:

**Who Is An Insured**

**Insured** means:

1. If the Named Insured on the Automobile Declaration Page(s) is a **person**, then that **person(s)** is an **Insured**, as well as:
  - A. his/her **spouse**;
  - B. his/her **family member(s)**;
2. If the Named Insured on the Automobile Declaration Page(s) is not a **person**, the **person(s)** listed as Designated Representative on the Automobile Declaration Page(s) is an **Insured**, as well as:
  - A. his/her **spouse**;
  - B. his/her **family member(s)**;
3. Any other **person** while **occupying**:
  - a. **your auto**, a **temporary substitute auto**, a **newly acquired auto** or **trailer** attached to such **auto**. Such vehicle has to be used within the scope of the consent of a Named Insured on the Automobile Declaration Page(s) or their **spouse**. If the Named Insured is not a **person**, then such vehicle has to be used within the scope of the consent of a **person** listed as Designated Representative on the Automobile Declaration Page(s) or their **spouse**; or
  - b. an **auto** not owned or leased in whole or in part by any of the **Insured's** identified in #'s 1. or 2. above, or any **person** shown as a Scheduled Operator on the Automobile Declaration Page(s) or their **family member**, or a **trailer** attached to such **auto**. Such **auto** has to be driven by a Named Insured on the Automobile Declaration Page(s) or a **person** listed as Designated Representative on the Automobile Declaration Page(s) or that **person's spouse**, and within the scope of the owner's consent.Such other **person occupying** a vehicle used to carry **persons** for a charge is not an **Insured**
4. Any **person** entitled to recover damages because of **bodily Injury** to an **Insured** under 1 through 3 above.

**We** do not provide **Underinsured Motor Vehicle** Coverage for **bodily Injury** sustained by any **Insured** using a vehicle without permission to do so.

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**FARM BUREAU TOWN & COUNTRY INSURANCE CO. OF MO.**

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