

## Filing at a Glance

Company: State Auto Property and Casualty Insurance Company

Product Name: Arkansas Personal Umbrella    SERFF Tr Num: STAT-125257552    State: Arkansas  
Forms

TOI: 17.2 Other Liability - Occurrence Only    SERFF Status: Closed    State Tr Num: AR-PC-07-025775

Sub-TOI: 17.2021 Personal Umbrella & Excess Co Tr Num: PC-PX-2007-768

State Status:

Filing Type: Form

Co Status:

Reviewer(s): Becky Harrington,  
Betty Montesi, Brittany Yielding

Authors: Doug Griffith, Terrie Wright    Disposition Date: 08-10-2007

Date Submitted: 08-10-2007

Disposition Status: Approved

Effective Date Requested (New): 12-30-2007

Effective Date (New): 12-30-2007

Effective Date Requested (Renewal): 12-30-2007

Effective Date (Renewal): 12-30-  
2007

## General Information

Project Name: Arkansas Personal Umbrella Forms

Project Number: PC-PX-2007-768

Reference Organization:

Reference Title:

Filing Status Changed: 08-10-2007

State Status Changed: 08-10-2007

Corresponding Filing Tracking Number:

Filing Description:

The State Auto Property & Casualty Insurance Company submits this filing of endorsement revisions to our Personal Umbrella program, as detailed in Exhibit I, for your review.

Status of Filing in Domicile:

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

We desire to adopt ISOs 2006 Contract revision, announced in ISO filing designation # DL-2006-OUPFR as detailed in Exhibit I.

The required Departmental Form and a copy of the endorsements are attached.

## Company and Contact

### Filing Contact Information

Doug Griffith, Supervisor, State Filings

doug.griffith@stateauto.com

518 E. Broad Street

(614) 917-5492 [Phone]

Columbus, OH 43215

(614) 887-1615[FAX]

### Filing Company Information

State Auto Property and Casualty Insurance  
Company

1300 Woodland Ave

PO Box 66150

West Des Moines, IA 50265-0150

(614) 464-5000 ext. [Phone]

CoCode: 25127

Group Code: 175

Group Name:

FEIN Number: 57-6010814

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State of Domicile: Iowa

Company Type: Property and  
Casualty

State ID Number:

## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation:  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
State Auto Property and Casualty Insurance Company	\$50.00	08-10-2007	15055521

## State Specific

Check\_No: Paid VIA EFT  
Check\_Amt: Paid VIA EFT  
Check\_Rec: Paid VIA EFT

## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved	Becky Harrington	08-10-2007	08-10-2007

## **Disposition**

Disposition Date: 08-10-2007

Effective Date (New): 12-30-2007

Effective Date (Renewal): 12-30-2007

Status: Approved

Comment:

Rate data does NOT apply to filing.

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Exhibit I	Approved	Yes
Form	Personal Umbrella Policy Provisions	Approved	Yes
Form	Personal Umbrella Liability Policy Assisted Living Care Liability Coverage Endorsement	Approved	Yes
Form	Personal Umbrella Liability Policy Trust Endorsement	Approved	Yes
Form	Personal Umbrella Liability Policy Auto Liability Exclusion Endorsement	Approved	Yes
Form	Personal Umbrella Liability Policy Auto Liability Following Form	Approved	Yes
Form	Personal Umbrella Liability Policy Exclusion of Designated Auto or Recreational Motor Vehicle Endorsement	Approved	Yes
Form	Personal Umbrella Liability Policy Designated Watercraft Exclusion	Approved	Yes
Form	Personal Umbrella Liability Policy Exclusion - All Hazards In Connection With A Designated Premises Endorsement	Approved	Yes
Form	Personal Umbrella Liability Policy Exclusion Motorcycle or Moped Endorsement	Approved	Yes
Form	Personal Umbrella Liability Policy Exclusion - Watercraft Endorsement	Approved	Yes
Form	Personal Umbrella Liability Policy Exclusion Recreational Motor Vehicle Endorsement	Approved	Yes
Form	Personal Umbrella Liability Policy Exclusion Motor Home Endorsement	Approved	Yes
Form	Policy Jacket & Index	Approved	Yes
Form	Excluding Coverage For Certain Person Or Persons)	Approved	Yes
Form	Watercraft Exclusion Designated Operator	Approved	Yes
Form	Endorsement - Pollution Exclusion	Approved	Yes
Form	Umbrella Policy Liability Excluding Coverage when a Certain Person is Operating a Certain Vehicle or Watercraft	Approved	Yes
Form	Exclusion Specified Business Exclusion	Approved	Yes
Form	Personal Umbrella Liability Policy Excess Business Personal Liability Coverage	Approved	Yes

Endorsement

<b>Form</b>	Amendatory Endorsement	Approved	Yes
<b>Form</b>	Declarations Page	Approved	Yes
<b>Form</b>	Umbrella Application	Approved	Yes

**Form Schedule**

<b>Review Status</b>	<b>Form Name</b>	<b>Form #</b>	<b>Edition Date</b>	<b>Form Type Action</b>	<b>Action Specific Data</b>	<b>Readability</b>	<b>Attachment</b>
Approved	Personal Umbrella Policy Provisions	DL9801	(10/06)	Endorsement/Amendment/Conditions Replaced	PX9801C (06/98)	0.00	DL9801 (10-06).pdf
Approved	Personal Umbrella Liability Policy Assisted Living Care Liability Coverage Endorsement	DL9807	(10/06)	Endorsement/Amendment/Conditions New		0.00	DL9807 (10-06).pdf
Approved	Personal Umbrella Liability Policy Trust Endorsement	DL9808	(10/06)	Endorsement/Amendment/Conditions New		0.00	DL9808 (10-06).pdf
Approved	Personal Umbrella Liability Policy Auto Liability Exclusion Endorsement	DL9811	(10/06)	Endorsement/Amendment/Conditions Replaced	DL9811 (06/98)	0.00	DL9811 (10-06).pdf
Approved	Personal Umbrella Liability Policy Auto Liability Following Form	DL9812	(10/06)	Endorsement/Amendment/Conditions Replaced	DL9812 (6/98)	0.00	DL9812 (10-06).pdf
Approved	Personal Umbrella Liability Policy Exclusion of Designated Auto or Recreational Motor Vehicle Endorsement	PX9813	(10/06)	Endorsement/Amendment/Conditions Replaced	PX9813 (05/06)	0.00	PX9813 (10-06).pdf
Approved	Personal Umbrella Liability Policy Designated Watercraft Exclusion	PX9815	(10/06)	Endorsement/Amendment/Conditions Replaced	PX9815 (05/06)	0.00	PX9815 (10-06).pdf
Approved	Personal Umbrella Liability Policy Exclusion -	DL9816	(10/06)	Endorsement/Amendment/Conditions Replaced	DL9816 (06/98) & PX-8 (1/88)	0.00	DL9816 (10-06).pdf

	All Hazards In Connection With A Designated Premises Endorsement			ons			
Approved	Personal Umbrella Liability Policy Exclusion Motorcycle or Moped Endorsement	DL9824	(10/06)	Endorseme Replaced nt/Amendm ent/Condi ons	PX9811A (06/98)	0.00	DL9824 (10-06).pdf
Approved	Personal Umbrella Liability Policy Exclusion - Watercraft Endorsement	DL9825	(10/06)	Endorseme Replaced nt/Amendm ent/Condi ons	PX-17 (05/06)	0.00	DL9825 (10-06).pdf
Approved	Personal Umbrella Liability Policy Exclusion Recreational Motor Vehicle Endorsement	DL9826	(10/06)	Endorseme Replaced nt/Amendm ent/Condi ons	PX9811A (06/98)	0.00	DL9826 (10-06).pdf
Approved	Personal Umbrella Liability Policy Exclusion Motor Home Endorsement	DL9830	(10/06)	Endorseme New nt/Amendm ent/Condi ons		0.00	DL9830 (10-06).pdf
Approved	Policy Jacket & Index	PX-1	(10/07)	Endorseme Replaced nt/Amendm ent/Condi ons	PX-1 (06/98)	0.00	PX-1 (10-07).pdf
Approved	Excluding Coverage For Certain Person Or Persons)	PX-10	(10/06)	Endorseme Replaced nt/Amendm ent/Condi ons	PX-10 (03/05)	0.00	PX-10 (10-06).pdf
Approved	Watercraft Exclusion Designated Operator	PX-37	(10/06)	Endorseme Replaced nt/Amendm ent/Condi ons	PX-37 (06/94)	0.00	PX-37 (10-06).pdf
Approved	Endorsement - Pollution Exclusion	PX-42	(10/06)	Endorseme Replaced nt/Amendm ent/Condi ons	PX-42 (10/00)	0.00	PX-42 (10-06).pdf
Approved	Umbrella Policy Liability	PX2002	(09/07)	Endorseme Replaced nt/Amendm	PX2002 (05/06)	0.00	PX2002 (09-07).pdf

	Excluding Coverage when a Certain Person is Operating a Certain Vehicle or Watercraft			ent/Condi tions			
Approved	Exclusion Specified Business Exclusion	PX2036	(10/06)	Endorseme Replaced nt/Amendm ent/Condi ons	PX2036 (12/04)	0.00	PX2036 (10-06).pdf
Approved	Personal Umbrella Liability Policy Excess Business Personal Liability Coverage Endorsement	PX2082	(09/07)	Endorseme New nt/Amendm ent/Condi ons		0.00	PX2082 (09-07).pdf
Approved	Amendatory Endorsement	F11015	(03/07)	Endorseme Replaced nt/Amendm ent/Condi ons	F11015 (03/06)	0.00	F11015 (03-07).pdf
Approved	Declarations Page	PX-1A	(04/06)	Declaration Replaced s/Schedule	PX-1A (06/98)	0.00	PX-1A (04-06).pdf
Approved	Umbrella Application	ACORD 83	(2007/01)	Application/ Replaced Binder/Enro llment	ACORD 83 (2005/02)	0.00	ACORD 83 (2007-01).pdf



## PERSONAL UMBRELLA LIABILITY POLICY

## AGREEMENT

In return for payment of the premium and subject to all the terms of this policy, we agree with you as follows:

## I. Definitions

- A. Throughout this policy, "you" and "your" refer to:
1. The "named insured" shown in the Declarations; and
  2. The spouse if a resident of the same household.
- B. "We", "us" and "our" refer to the Company providing this insurance.
- C. For purposes of this policy, a private passenger type auto, pickup or van shall be deemed to be owned by a person if leased:
1. Under a written agreement to that person; and
  2. For a continuous period of at least 6 months.

Other words and phrases are defined. They are in quotation marks when used.

- D. "Aircraft Liability", "Hovercraft Liability", "Recreational Motor Vehicle Liability" and "Watercraft Liability", subject to the provisions in 2. below, mean the following:

1. Liability for "bodily injury" or "property damage" arising out of:
  - a. The ownership of such vehicle or craft by an "insured";
  - b. The maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
  - c. The entrustment of such vehicle or craft by an "insured" to any person;
  - d. The failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or
  - e. Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.
2. For the purpose of this definition:
  - a. Aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo;
  - b. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
  - c. Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor; and

- d. Recreational Motor Vehicle means a "recreational motor vehicle" as defined in Paragraph N.

## E. "Auto" means:

1. A private passenger motor vehicle, motorcycle, moped or motor home;
2. A vehicle designed to be pulled by a private passenger motor vehicle or motor home; or
3. A farm wagon or farm implement while towed by a private passenger motor vehicle or motor home.

## F. "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.

## G. "Business" means:

1. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
2. Any other activity engaged in for money or other compensation, except the following:
  - a. One or more activities, not described in b. through d. below, for which no "insured" receives more than \$2000 in total compensation for the 12 months before the beginning of the policy period;
  - b. Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
  - c. Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
  - d. The rendering of home day care services to a relative of an "insured".

## H. "Family member" means a resident of your household who is:

1. Your relative, including a ward or foster child; or
2. Under the age of 21 and in the care of you or an "insured" who is age 21 or over.

## I. "Fuel System" means:

1. One or more containers, tanks or vessels which have a total combined storage capacity of 100 or more U.S. gallons of liquid fuel; and:
  - a. Are, or were, located on any single location covered by "underlying insurance"; and
  - b. Are, or were, used to hold liquid fuel that is intended to be used solely for one or more of the following:

- (1) To heat or cool a building;
  - (2) To heat water;
  - (3) To cook food; or
  - (4) To power motor vehicles, other motorized land conveyances or watercraft owned by an "insured";
2. Any pumping apparatus, which includes the motor, gauge, nozzle, hose or pipes that are, or were, connected to one or more containers, tanks or vessels described in Paragraph I.1.;
  3. Filler pipes and flues connected to one or more containers, tanks or vessels described in Paragraph I.1.;
  4. A boiler, furnace or a water heater, the liquid fuel for which is stored in a container, tank or vessel described in Paragraph I.1.;
  5. Fittings and pipes connecting the boiler, furnace or water heater to one or more containers, tanks or vessels described in Paragraph I.1.;
  6. A structure that is specifically designed and built to hold the liquid fuel that escapes from one or more containers, tanks or vessels described in Paragraph I.1.
- J. "Insured" means:
1. You.
  2. A "family member".
  3. Any person using an "auto", "recreational motor vehicle", or watercraft, which is owned by you and covered under this policy. Any person using a temporary substitute for such "auto" or "recreational motor vehicle" is also an "insured".
  4. Any other person or organization but only with respect to the legal responsibility for acts or omissions of you or any "family member" while you or any "family member" is using an "auto" or "recreational motor vehicle" covered under this policy. However, the owner or lessor of an "auto" or "recreational motor vehicle" loaned to or hired for use by an "insured" or on an "insured's" behalf, is not an "insured".
  5. With respect to animals owned by you or any "family member", any person or organization legally responsible for such animals. However, a person or organization using or having custody of such animals in the course of any "business" or without the consent of the owner is not an "insured".
- K. "Occurrence" means an accident, including continuous or repeated exposure to
- substantially the same general harmful conditions, which results, during the policy period, in:
1. "Bodily injury"; or
  2. "Property damage".
- L. "Personal injury" means injury arising out of one or more of the following offenses, but only if the offense was committed during the policy period:
1. False arrest, detention or imprisonment;
  2. Malicious prosecution;
  3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
  5. Oral or written publication of material that violates a person's right of privacy.
- M. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.
- N. "Recreational motor vehicle" means:
1. All-terrain vehicle;
  2. Dune buggy;
  3. Golf cart;
  4. Snowmobile; or
  5. Any other motorized land vehicle which is designed for recreational use off public roads.
- O. "Retained limit" means:
1. The total limits of any "underlying insurance" and any other insurance that applies to an "occurrence" or offense which:
    - a. Are available to an "insured"; or
    - b. Would have been available except for the bankruptcy or insolvency of an insurer providing "underlying insurance"; or
  2. The deductible, if any, as stated in the Declarations, if the "occurrence" or offense:
    - a. Is covered by this policy; and
    - b. Is not covered by "underlying insurance" or any other insurance.
- P. "Underlying insurance" means any policy providing the "insured" with primary liability insurance covering one or more of the types of liability listed in the Declarations and at limits no less than the retained policy limits shown for those types of liability listed in the Declarations.

## II. Coverages

### A. Insuring Agreement

We will pay damages, in excess of the "retained limit", for:

1. "Bodily injury" or "property damage" for which an "insured" becomes legally liable due to an "occurrence" to which this insurance applies; and
2. "Personal injury" for which an "insured" becomes legally liable due to one or more offenses listed under the definition of "personal injury" to which this insurance applies.

Damages include prejudgment interest awarded against an "insured".

### B. Defense Coverage

1. If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" or "property damage" caused by an "occurrence" or "personal injury" caused by an offense to which this policy applies, we:

- a. Will provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. However, we are not obligated to defend any suit or settle any claim if:

- (1) The "occurrence" or offense is covered by other "underlying insurance" available to the "insured"; or

- (2) There is no applicable "underlying insurance" in effect at the time of the "occurrence" or offense and the amount of damages claimed or incurred is less than the applicable deductible amount shown in the Declarations.

- b. May join, at our expense, with the "insured" or any insurer providing "underlying insurance" in the investigation, defense or settlement of any claim or suit which we believe may require payment under this policy.

However, we will not contribute to the costs and expenses incurred by any insurer providing "underlying insurance"; and

- c. Will pay any expense incurred for the "insured's" defense, with our written consent, in any country where we are prevented from defending an "insured" because of laws or other reasons.

2. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend

ends when our limit of liability for the "occurrence" or offense has been exhausted by payment of judgments or settlements.

### C. Additional Coverages

We will pay:

1. Expenses we incur and costs taxed against an "insured" in any suit we defend;
2. Premiums on bonds required in a suit we defend, but not for bond amounts to the extent they exceed our limit of liability. We need not apply for or furnish any bond; and
3. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or suit; and
4. Interest on our share of the judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court, that part of the judgment which does not exceed the limit of liability that applies.

These payments will not reduce the limit of liability.

### D. Limit Of Liability

Our total liability under this policy for all damages resulting from any one "occurrence" or offense will not be more than the limit of liability as shown in the Declarations of this policy. This limit is the most we will pay regardless of the number of "insureds", claims made, persons injured, or vehicles involved in an accident.

## III. Exclusions

### A. The coverages provided by this policy do not apply to:

1. "Bodily injury" or "property damage" which is expected or intended by an "insured" even if the resulting "bodily injury" or "property damage":
  - a. Is of a different kind, quality or degree than initially expected or intended; or
  - b. Is sustained by a different person, entity, real or personal property, than initially expected or intended.

However, this Exclusion (A.1.) does not apply to:

- a. "Bodily injury" resulting from the use of reasonable force by an "insured" to protect persons or property; or
- b. "Bodily injury" or "property damage" resulting from the use of reasonable force by an "insured" to

prevent or eliminate danger in the operation of "autos", "recreational motor vehicles" or watercraft;

2. "Personal injury":
  - a. Caused by or at the direction of an "insured" with the knowledge that the act would violate the rights of another and would inflict "personal injury";
  - b. Arising out of oral or written publication of material, if done by or at the direction of an "insured" with knowledge of its falsity;
  - c. Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
  - d. Arising out of a criminal act committed by or at the direction of an "insured"; or
  - e. Sustained by any person as a result of an offense directly or indirectly related to the employment of this person by an "insured";
3. "Bodily injury", "personal injury" or "property damage" arising out of or in connection with a "business":
  - a. Engaged in by an "insured"; or
  - b. Conducted from:
    - (1) Any part of a premises owned by or rented to an "insured"; or
    - (2) Vacant land owned by or rented to an "insured".

This Exclusion (A.3.) applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

However, this Exclusion (A.3.) does not apply to:

- a. The rental or holding for rental of:
  - (1) The residence premises shown in the Declarations:
    - (a) On an occasional basis if used only as a residence;
    - (b) In part, for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
    - (c) In part, as an office, school, studio or private garage;
  - (2) Any part of a one to four family dwelling other than the residence premises to the extent

that personal liability coverage is provided by "underlying insurance";

- (3) A condominium, cooperative, or apartment unit other than the residence premises to the extent that personal liability coverage is provided by "underlying insurance";
  - b. Civic or public activities performed by an "insured" without compensation other than reimbursement of expenses;
  - c. An insured minor involved in self-employed "business" pursuits, which are occasional or part-time and customarily undertaken on that basis by minors. A minor means a person who has not attained his or her:
    - (1) 18th birthday; or
    - (2) 21st birthday if a full-time student;
  - d. The use of an "auto" you own, or a temporary substitute for such "auto", by you, a "family member" or a partner, agent or employee of you or a "family member" while employed or otherwise engaged in the "business" of:
    - (1) Selling;
    - (2) Repairing;
    - (3) Servicing;
    - (4) Storing; or
    - (5) Parking;vehicles designed for use mainly on public highways;
  - e. The use of an "auto" for "business" purposes, other than an auto business, by an "insured";
4. "Bodily injury" or "property damage" arising out of the ownership or operation of an "auto" while it is being used as a public or livery conveyance. This Exclusion (A.4.) does not apply to a share-the-expense car pool;
  5. "Bodily injury", "personal injury" or "property damage" arising out of the rendering of or failure to render professional services;
  6. "Aircraft Liability";
  7. "Hovercraft Liability";
  8. "Watercraft Liability".

However, this Exclusion (A.8) does not apply to the extent that watercraft coverage is provided by "underlying insurance" at the time of the "occurrence";
  9. "Recreational Motor Vehicle Liability".

However, this Exclusion (A.9.) does not apply with respect to any "recreational motor vehicle":

- a. Owned by you or a "family member" to the extent that "recreational motor vehicle" coverage is provided by "underlying insurance" at the time of the "occurrence"; or
  - b. That you or a "family member" do not own;
10. "Bodily injury" or "property damage" caused directly or indirectly by war, including the following and any consequence of any of the following:
- a. Undeclared war, civil war, insurrection, rebellion or revolution;
  - b. Warlike act by a military force or military personnel; or
  - c. Destruction, seizure or use for a military purpose.
- Discharge of a nuclear weapon will be deemed a warlike act even if accidental;
11. A person using an "auto", "recreational motor vehicle" or watercraft without a reasonable belief that that person is entitled to do so. This Exclusion (A.11.) does not apply to a "family member" using an "auto", "recreational motor vehicle" or watercraft you own;
12. The use of "autos", "recreational motor vehicles" or watercraft while they are being operated in, or practicing for, any prearranged or organized race, speed contest or other similar competition. However, this Exclusion (A.12.) does not apply to:
- a. Sailboats; or
  - b. Watercraft involved in predicted log cruises;
13. "Bodily injury" or "personal injury" to you or a "family member".  
This exclusion also applies to any claim made or suit brought:
- a. To repay; or
  - b. Share damages with;  
another person who may be obligated to pay damages because of "bodily injury" or "personal injury" to you or a "family member";
14. "Bodily injury" or "personal injury" arising out of:
- a. The transmission of a communicable disease by an "insured";
  - b. Sexual molestation, corporal punishment or physical or mental abuse; or
  - c. The use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections

811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this Exclusion (A.14.) does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician;

15. "Bodily injury", "personal injury" or "property damage" arising out of an act or omission of an "insured" as an officer or member of a board of directors of a corporation or organization. However, this Exclusion (A.15.) does not apply if the corporation or organization is not-for-profit and the "insured" receives no compensation other than reimbursement of expenses;
16. "Property damage" to property owned by an "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from the residence premises shown in the Declarations;
17. "Property damage" to property rented to, occupied or used by, or in the care, custody or control of, an "insured" to the extent that the "insured" is obligated by contract to provide insurance for such property. However, this Exclusion (A.17.) does not apply to "property damage" caused by fire, smoke or explosion;
18. "Bodily injury" to any person eligible to receive any benefits:
- a. Voluntarily provided; or
  - b. Required to be provided;
- by an "insured" under any:
- a. Workers' compensation law;
  - b. Non-occupational disability law; or
  - c. Occupational disease law;
19. "Bodily injury" or "property damage" for which an "insured" under this policy:
- a. Is also an insured under a nuclear energy liability policy issued by the:
    - (1) Nuclear Energy Liability Insurance Association;
    - (2) Mutual Atomic Energy Liability Underwriters; or
    - (3) Nuclear Insurance Association of Canada; or any of their successors; or
  - b. Would be an insured under that policy but for the exhaustion of its limit of liability;

- 20. "Bodily injury", "personal injury" or "property damage" caused by an "occurrence" or offense involving the escape of fuel from a "fuel system";
  - 21. "Bodily injury" or "personal injury" caused by an "occurrence" or offense involving the absorption, ingestion or inhalation of lead;
  - 22. "Personal injury" or "property damage" caused by an "occurrence" or offense of lead contamination.
- B. Liability coverage does not apply to any assessment charged against you as a member of an association, corporation or community of property owners.
- C. We do not provide:
- 1. Automobile no-fault or any similar coverage under this policy; or
  - 2. Uninsured Motorists Coverage, Underinsured Motorists Coverage, or any similar coverage unless this policy is endorsed to provide such coverage.
- IV. Maintenance Of Underlying Insurance
- You must maintain the "underlying insurance" at the full limits stated in the Declarations and with no change to more restrictive conditions during the term of this policy. If any "underlying insurance" is canceled or not renewed and not replaced, you must notify us at once.
- If you fail to maintain "underlying insurance", we will not be liable under this policy for more than we would have been liable if that "underlying insurance" was in effect.
- V. Duties After Loss
- In case of an "occurrence" or offense likely to involve the insurance under this policy, you or another "insured" will perform the following duties that apply. We have no duty to provide coverage under this policy if your failure to comply with the following duties is prejudicial to us. You will help us by seeing that these duties are performed:
- A. Give written notice to us or our agent as soon as is practical. Such notice shall set forth:
- 1. The identity of the policy and named insured shown in the Declarations;
  - 2. Reasonably available information about the time, place and circumstances of the "occurrence" or offense; and
  - 3. The names and addresses of any claimants and witnesses.
- B. If a claim is made or a suit is brought against an "insured", the "insured" must:
- 1. Notify us immediately in writing;
  - 2. Cooperate with us in the investigation, settlement or defense of any claim or suit;
  - 3. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence" or offense;
  - 4. At our request, help us:
    - a. To make settlement;
    - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
    - c. With the conduct of suits and attend hearings and trials; and
    - d. To secure and give evidence and obtain the attendance of witnesses.
- C. The "insured" will not, except at the "insured's" own cost, voluntarily make payment, assume obligation or incur expense to others.
- VI. General Provisions
- A. Appeals
- If an "insured" or any insurer providing "underlying insurance" elects not to appeal a judgment which exceeds the "retained limit", we may do so at our own expense. We will pay all costs, taxes, expenses and interest related to our appeal. The amounts we pay will be in addition to our limit of liability.
- B. Bankruptcy Of An Insured
- Bankruptcy or insolvency of an "insured" will neither:
- 1. Relieve us of our obligations under this policy; nor
  - 2. Operate to cause this policy to become primary in the event the "insured" is unable to satisfy the "retained limit" either because of insufficient "underlying insurance" or insufficient personal assets.
- C. Bankruptcy Of An Underlying Insurer
- In the event of bankruptcy or insolvency of any "underlying insurer", the insurance afforded by this policy shall not replace such "underlying insurance", but shall apply as if the "underlying insurance" was valid and collectible.
- D. Fraud
- We do not provide coverage for any "insured" who has made fraudulent statements or engaged in fraudulent conduct in connection with any "occurrence" or offense for which coverage is sought under this policy.
- E. Liberalization Clause
- If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.
- This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

1. A subsequent edition of this policy; or
  2. An amendatory endorsement.
- F. Other Insurance  
The coverage afforded by this policy is excess over any other insurance available to an "insured", except insurance written specifically to be excess over this policy.
- G. Our Right To Recover Payment  
If we make a payment under this policy, we are entitled to exercise the "insured's" rights of recovery against any person liable for the loss. The "insured" must do nothing after loss to prejudice those rights.
- H. Policy Period And Territory  
The policy period is stated in the Declarations. This policy applies to an "occurrence" or offense which takes place anywhere in the world.
- I. Severability Of Insurance  
This insurance applies separately to each "insured". However, this provision will not increase our limit of liability for any one "occurrence" or offense.
- J. Suit Against Us
1. No legal action can be brought against us:
    - a. Unless there has been full compliance with all of the terms of this policy; and
    - b. Until the obligation of the "insured" has been determined by final judgment or by agreement signed by us.
  2. No person or organization has any right under this policy to join us as a party to any legal action against an "insured".
- K. Termination
1. Cancellation By You  
You may cancel this policy by:
    - a. Returning it to us; or
    - b. Giving us advance written notice of the date cancellation is to take effect.
  2. Cancellation By Us  
We may cancel this policy as stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations.  
Proof of mailing will be sufficient proof of notice.
    - a. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
    - b. When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.
- c. When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel by letting you know at least 30 days before the date cancellation takes effect.
3. Nonrenewal  
We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.
4. Other Termination Provisions
- a. When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
  - b. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.
- L. Transfer Of Your Interest In This Policy
1. Your rights and duties under this policy may not be assigned without our written consent. However, if you die, coverage will be provided for:
    - a. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations;
    - b. Any member of your household who is an "insured" at the time of your death, but only while a resident of the residence premises; or
    - c. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal response-bility to maintain or use your "autos" or the residence premises shown in the Declarations.
  2. Coverage will only be provided until the end of the policy period.
- M. Waiver Or Change Of Policy Provisions  
This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us. If a change requires a premium adjustment, we will adjust the premium as of the effective date of the change.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PERSONAL UMBRELLA LIABILITY POLICY ASSISTED LIVING CARE LIABILITY COVERAGE ENDORSEMENT

### SCHEDULE

Name Of Relative(s)	Name And Location Of Living Care Facility

Entries may be left blank if shown elsewhere in this policy for this coverage.

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

#### SECTION I - DEFINITIONS

The following is added to Paragraph J.:

"Insured" means:

6. Any person (other than you or a "family member") named in the Schedule or in the Declarations who:
  - a. Is related to another "insured" by blood, marriage or adoption;
  - b. Is not a member of your household; and
  - c. Regularly resides in the living care facility (facility) named in the Schedule or in the Declarations and such facility provides assisted living services such as dining, therapy, medical supervision, housekeeping and social activities.

However, for any "occurrence" or offense such person is an "insured" only if coverage is provided to that person by "underlying insurance" for such "occurrence" or offense.

#### SECTION III - EXCLUSIONS

The following exclusions are added:

The coverages provided by this endorsement do not apply to:

1. Liability assumed by the facility named in the Schedule or in the Declarations prior to an "occurrence";

2. "Bodily injury" to a care facility professional or support staff that occurs while such person is on or off duty and attending to a person who is an "insured" under Paragraph J.6. of Section I of this endorsement.
3. "Bodily injury" or "property damage" arising out of:
  - a. The ownership of any "auto", "recreational motor vehicle" or watercraft by an "insured";
  - b. The maintenance, occupancy, operation, use, loading or unloading of any "auto", "recreational motor vehicle" or watercraft by any person;
  - c. The entrustment of any "auto", "recreational motor vehicle" or watercraft by an "insured" to any person;
  - d. The failure to supervise or negligent supervision of any person involving any "auto", "recreational motor vehicle" or watercraft by an "insured"; or
  - e. Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving any "auto", "recreational motor vehicle" or watercraft.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PERSONAL UMBRELLA LIABILITY  
POLICY TRUST ENDORSEMENT  
SCHEDULE**

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

Name Of Trust	Name(s) And Address(es) Of Trustee(s) (If other than the Named Insured shown in the Declarations or any "family member")
Entries may be left blank if shown elsewhere in this policy for this coverage.	

The following provisions apply with respect to the Trust or Trustee named in the Schedule or in the Declarations:

**SECTION I - DEFINITIONS**

The definition of "insured" is amended as follows:

A. Paragraph J.4. is replaced by the following:

- "Insured" means:
4. The Trust or Trustee (if other than you or any "family member" shown in the Schedule or in the Declarations but only with respect to the legal responsibility for acts or omissions of you or any "family member" while you or any "family member" is using an "auto", "recreational motor vehicle" or watercraft covered under this policy. However with respect to the legal responsibility for any act or omission;
    - a. The Trust is an "insured" only if coverage is provided to that Trust by "underlying insurance" with respect to the legal responsibility for such act or omission; and
    - b. The Trustee is an "insured" only:
      - (1) If coverage is provided to that Trustee by "underlying insurance" for such act or omission; and
      - (2) With respect to his or her duties as a Trustee.

B. The following is added to Paragraph J.:

- "Insured" means:
6. The Trust or Trustee (if other than you or any "family member" shown in the Schedule or in the Declarations but only with respect to:
    - a. The legal responsibility for acts or omissions of you or any "family member" for "personal injury" to which this insurance applies; or

- b. "Bodily injury" or "property damage" arising from the ownership, maintenance or use of:
  - (1) The residence premises shown in the Declarations; or
  - (2) Any part of any other premises owned by or rented to the Trust, Trustee or any other "insured" to the extent that personal liability coverage with respect to such premises is provided by "underlying insurance" at the time of the "occurrence";

However, for any "occurrence" or offense:

- a. The Trust is an "insured" only if coverage is provided to that Trust by "underlying insurance" for such "occurrence" or offense; and
- b. The Trustee is an "insured" only:
  - (1) If coverage is provided to that Trustee by "underlying insurance" for such "occurrence" or offense; and
  - (2) With respect to his or her duties as a Trustee.

**SECTION II - COVERAGES**

The following is added to Paragraph A. Insuring Agreement:

No coverage under this endorsement applies to any resident of the household of the Trustee shown in the Schedule or in the Declarations.

**SECTION III - EXCLUSIONS**

Exclusion A.13. is replaced by the following:

The coverage provided by this endorsement does not apply to "bodily injury" or "personal injury" to:

- a. You;
- b. Any "family member"; or
- c. The Trustee shown in the Schedule or in the Declarations.

This exclusion also applies to any claim made or suit brought:

- 1. To repay; or
- 2. Share damages with;  
another person who may be obligated to pay damages because of "bodily injury" or "personal injury" to you, any "family member" or the Trustee shown in the Schedule or in the Declarations.

## SECTION VII - GENERAL PROVISIONS

The following is added to the Termination provision:

If this policy is terminated, notice will also be mailed to the Trustee(s) shown in the Schedule or in the Declarations.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PERSONAL UMBRELLA LIABILITY POLICY AUTO LIABILITY EXCLUSION ENDORSEMENT

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

### III. Exclusions

The following exclusion is added:

The coverages provided by this policy do not apply to "bodily injury" or "property damage" arising out of:

- a. The ownership of any "auto" by an "insured";
- b. The maintenance, occupancy, operation, use, loading or unloading of any "auto" by any person;
- c. The entrustment of any "auto" by an "insured" to any person;
- d. The failure to supervise or negligent supervision of any person involving any "auto" by an "insured"; or
- e. Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving any "auto".

This exclusion does not apply to:

- a. A trailer not towed by or carried on an "auto"; or
- b. An "auto" not subject to motor vehicle registration which is:
  - (1) Used to service an "insured's" residence;
  - (2) Designed to assist the handicapped and, at the time of an "occurrence", it is:
    - (a) Being used to assist a handicapped person; or
    - (b) Parked on the residence premises shown in the Declarations; or
  - (3) In dead storage on the residence premises shown in the Declarations.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

DL9811 (10/06)

\*/DL9811-200610

ISO Properties, Inc. 2006

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PERSONAL UMBRELLA LIABILITY POLICY AUTO LIABILITY FOLLOWING FORM ENDORSEMENT

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

### I. Definitions

With respect to "bodily injury" or "property damage" arising out of the ownership, maintenance, occupancy, operation, use, loading or unloading of any "auto", the definition of "retained limit" is replaced by the following:

"Retained limit" means:

1. The retained policy limits for auto liability coverage shown in the Declarations; and
2. The total limits of any other coverage provided by "underlying insurance" and any other insurance that applies to an "occurrence" which:
  - a. Are available to an "insured"; or
  - b. Would have been available except for the bankruptcy or insolvency of an insurer providing "underlying insurance".

- a. The ownership of any "auto" by an "insured";
- b. The maintenance, occupancy, operation, use, loading or unloading of any "auto" by any person;
- c. The entrustment of any "auto" by an "insured" to any person;
- d. The failure to supervise or negligent supervision of any person involving any "auto" by an "insured"; or
- e. Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving any "auto".

However, this exclusion does not apply to the extent that auto liability coverage is provided by "underlying insurance" at the time of the "occurrence".

### III. Exclusions

The following exclusion is added:

The coverages provided by this policy do not apply to "bodily injury" or "property damage" arising out of:

This endorsement must be attached to the Change Endorsement when issued after the policy is written.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PERSONAL UMBRELLA LIABILITY POLICY EXCLUSION - DESIGNATED AUTO ENDORSEMENT

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

### SCHEDULE

Description Of Designated Auto(s):

Entry may be left blank if shown elsewhere in this policy for this coverage.

### III. Exclusions

The following exclusion is added:

The coverages provided by this policy do not apply to "bodily injury" or "property damage" arising out of:

- a. The ownership of any "auto", "recreational motor vehicle" or "replacement vehicle" described in the Schedule of this endorsement;
- b. The maintenance, occupancy, operation, use, loading or unloading of any "auto", "recreational motor vehicle" or "replacement vehicle" described in the Schedule of this endorsement by any person;
- c. The entrustment of any "auto", "recreational motor vehicle" or "replacement vehicle" described in the Schedule of this endorsement by an "insured" to any person;

- d. The failure to supervise or negligent supervision of any person involving any "auto", "recreational motor vehicle" or "replacement vehicle" described in the Schedule of this endorsement by an "insured"; or
- e. Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving any "auto", "recreational motor vehicle" or "replacement vehicle" described in the Schedule of this endorsement.

"Replacement vehicle" means one with similar performance and physical characteristics to the designated vehicle. This definition applies whether the replacement vehicle is a direct replacement for the designated vehicle or another similar vehicle which is owned, borrowed, rented or used by any person covered under this policy.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PERSONAL UMBRELLA LIABILITY POLICY EXCLUSION - DESIGNATED WATERCRAFT ENDORSEMENT

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

### SCHEDULE

(Information required to complete this endorsement will be shown in the declarations as applicable to this endorsement.)

#### III. Exclusions

The following exclusion is added:

The coverages provided by this policy do not apply to "bodily injury" or "property damage" arising out of:

- a. The ownership of any watercraft or "replacement watercraft" described in the Declarations as being excluded;
- b. The maintenance, occupancy, operation, use, loading or unloading of any watercraft or "replacement watercraft" described in the Declarations of this policy as being excluded by any person; or
- c. The entrustment of any watercraft or "replacement watercraft" described in the Declarations of this policy by an "insured" to any person;

- d. The failure to supervise or negligent supervision of any person involving any watercraft or "replacement watercraft" described in the Declarations of this policy by an "insured"; or
- e. Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving any watercraft or "replacement watercraft" described in the Declarations of this policy.

"Replacement watercraft" means one with similar performance and physical characteristics to the designated watercraft. This definition applies whether the replacement watercraft is a direct replacement for the designated watercraft or another similar watercraft which is owned, borrowed, rented or used by any person covered under this policy.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL UMBRELLA LIABILITY POLICY  
EXCLUSION - ALL HAZARDS IN CONNECTION WITH  
DESIGNATED PREMISES ENDORSEMENT

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

SCHEDULE

Description And Location Of Designated Premises:

Entry may be left blank if shown elsewhere in this policy for this coverage.

III. Exclusions

The following exclusion is added:

The coverages provided by this policy do not apply to "bodily injury" or "property damage" arising out of:

- a. The ownership of the premises shown in the Schedule, or any property located on these premises, by an "insured";
- b. The maintenance or use of the premises shown in the Schedule, or any property located on these premises, by any person;

- c. The failure to supervise or negligent supervision of any person involving the premises shown in the Schedule, or any property located on these premises, by an "insured"; or
- d. Operations on those premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of those premises.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

DL9816 (10/06)

\*/DL9816-200610

ISO Properties, Inc. 2006



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PERSONAL UMBRELLA LIABILITY POLICY EXCLUSION -MOTORCYCLE AND MOPED ENDORSEMENT

With respect to this endorsement, the provisions of the policy apply unless modified by the endorsement.

### III. Exclusions

The following exclusion is added:

The coverages provided by this policy do not apply to "bodily injury" or "property damage" arising out of:

- A. The ownership of any motorcycle or moped by an "insured";
- B. The maintenance, occupancy, operation, use, loading or unloading of any motorcycle or moped by any person;

C. The entrustment of any motorcycle or moped by an "insured" to any person;

D. The failure to supervise or negligent supervision of any person involving any motorcycle or moped by an "insured"; or

E. Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving any motorcycle or moped.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

DL9824 (10/06)

\*/DL9824-200610

ISO Properties, Inc. 2006

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PERSONAL UMBRELLA LIABILITY POLICY EXCLUSION - WATERCRAFT ENDORSEMENT

With respect to this endorsement, the provisions of the policy apply unless modified by the endorsement.

### III. Exclusions

Exclusion A.8. is replaced by the following:

#### 8. "Watercraft Liability"

The coverages provided by this policy do not apply to "bodily injury" or "property damage" arising out of:

- a. The ownership of any watercraft by an "insured";
- b. The maintenance, occupancy, operation, use, loading or unloading of any watercraft by any person;

- c. The entrustment of any watercraft by an "insured" to any person;
- d. The failure to supervise or negligent supervision of any person involving any watercraft by an "insured"; or
- e. Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving any watercraft.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

DL9825 (10/06)

\*/DL9825-200610

ISO Properties, Inc. 2006

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PERSONAL UMBRELLA LIABILITY POLICY EXCLUSION - RECREATIONAL MOTOR VEHICLE ENDORSEMENT

With respect to this endorsement, the provisions of the policy apply unless modified by the endorsement.

### III. Exclusions

Exclusion A.9. is replaced by the following:

9. "Recreational Motor Vehicle Liability"

The coverages provided by this policy do not apply to "bodily injury" or "property damage" arising out of:

- a. The ownership of any "recreational motor vehicle" by an "insured";
- b. The maintenance, occupancy, operation, use, loading or unloading of any "recreational motor vehicle" by any person;

c. The entrustment of any "recreational motor vehicle" by an "insured" to any person;

d. The failure to supervise or negligent supervision of any person involving any "recreational motor vehicle" by an "insured"; or

e. Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving any "recreational motor vehicle".

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

DL9826 (10/06)

\*/DL9826-200610

ISO Properties, Inc. 2006

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PERSONAL UMBRELLA LIABILITY POLICY EXCLUSION - MOTOR HOME ENDORSEMENT

With respect to this endorsement, the provisions of the policy apply unless modified by the endorsement.

### III. Exclusions

The following exclusion is added:

The coverages provided by this policy do not apply to "bodily injury" or "property damage" arising out of:

- A. The ownership of any motor home by an "insured";
- B. The maintenance, occupancy, operation, use, loading or unloading of any motor home by any person;

C. The entrustment of any motor home by an "insured" to any person;

D. The failure to supervise or negligent supervision of any person involving any motor home by an "insured"; or

E. Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving any motor home.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

DL9830 (10/06)

\*/DL9830-200610

ISO Properties, Inc. 2006

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# THE PERSONAL UMBRELLA LIABILITY POLICY

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY  
518 EAST BROAD STREET \* COLUMBUS, OHIO 43215 \* 614-464-5000

STATE AUTO PROPERTY AND CASUALTY INSURANCE COMPANY  
1300 WOODLAND AVENUE \* WEST DES MOINES, IOWA 50265-0150 \* 515-223-9438

CORPORATE OFFICE  
STATE AUTO INSURANCE COMPANIES \* 518 EAST BROAD STREET \* COLUMBUS, OHIO 43215-3976 \* 614-464-5000

READ YOUR POLICY CAREFULLY. This cover sheet provides only a brief outline of some of the important features of your policy. This is not the insurance contract and only the actual policy provisions will control. The policy itself is a legal contract between you and your insurance company and sets forth, in detail, the rights and obligations of both you and your insurance company. IT IS THEREFORE IMPORTANT THAT YOU READ YOUR POLICY.

### YOUR UMBRELLA POLICY QUICK REFERENCE

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#### DECLARATIONS (Pages Numbered Separately)

Your Name/Address	
Location of Your Residence	
Policy Period	
Coverages	
Amounts of Insurance	
	<u>Beginning On Page</u>
I. DEFINITIONS	1
II. COVERAGES	3
III. EXCLUSIONS/LIMIT OF LIABILITY	3
IV. MAINTENANCE OF UNDERLYING INSURANCE	6
V. DUTIES AFTER LOSS	6
VI. GENERAL PROVISIONS	6
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H. Policy Period, Territory	7
I. Severability	7
J. Suit Against Us	7
K. Termination	7
L. Transfer of Your Interest	7
M. Waiver or Change of Policy Provisions	7

ENDORSEMENTS: If any, apply if number and edition date are shown on the Declarations.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### EXCLUDING COVERAGE TO CERTAIN PERSON OR PERSONS

It is agreed that such insurance as is provided by the policy with respect to the ownership, occupancy, operation, maintenance or use of any vehicle licensed for use on a public highway, to include, but not limited to any "auto" shall not apply when any such vehicle covered by the policy is being operated, occupied, maintained, or used by:

It is further agreed that such insurance as is provided by the policy with respect to the ownership, occupancy, operation, maintenance or use of any "recreational motor vehicle" shall not apply when any such vehicle covered by the policy is being operated, occupied, maintained, or used by:

\_\_\_\_\_  
Name of Person Excluded

(If no entry appears above, information required to complete this endorsement will be shown on the Declarations as applicable to this endorsement.)

I/We assent to the terms of this endorsement.

\_\_\_\_\_  
Signature of Person(s) Excluded

\_\_\_\_\_  
Signature of "Named Insured(s)"

\_\_\_\_\_  
Signature of Person(s) Excluded

\_\_\_\_\_  
Signature of "Named Insured(s)"

This Endorsement forms a part of the policy to which it is attached.

The space below need not be completed unless this Endorsement is issued subsequent to the current policy period.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### WATERCRAFT EXCLUSION - DESIGNATED OPERATOR

It is agreed that such insurance as is provided by the policy with respect to the ownership, occupancy, operation, maintenance or use of any watercraft shall not apply when any such watercraft covered by the policy is being operated, maintained, or used by:

I/We assent to the terms of this endorsement.

\_\_\_\_\_  
Signature of Person(s) Excluded

\_\_\_\_\_  
Signature of "Named Insured(s)"

\_\_\_\_\_  
Signature of Person(s) Excluded

\_\_\_\_\_  
Signature of "Named Insured(s)"

This Endorsement forms a part of the policy to which it is attached.

The space below need not be completed unless this Endorsement is issued subsequent to the current policy period.

\_\_\_\_\_

## ENDORSEMENT

**POLLUTION EXCLUSION**

Exclusion 20. is replaced by the following:

In respect to bodily injury, personal injury, and property damage as defined in this policy, this policy does not apply to:

1. bodily injury, personal injury, or property damage which would not have occurred in whole or part but for the actual, alleged, or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time;
2. any loss, cost or expense arising out of any:
  - a. request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead or pollutants; or
  - b. claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead or pollutants.

Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

Exclusion 1. above does not apply to bodily injury, personal injury or property damage arising out of heat, smoke, or fumes from a hostile fire at the insured location. As used here, a hostile fire means one which becomes uncontrollable or breaks out from where it was contained or was intended to be.

PX42 (10/06)

\*\*PX42-200610

---

## PERSONAL UMBRELLA LIABILITY POLICY

### EXCLUDING COVERAGE WHEN A CERTAIN PERSON IS OPERATING A DESIGNATED VEHICLE OR WATERCRAFT

Name of Person:

Identification of Vehicle or Watercraft:

(If no entry appears above, information required to complete this endorsement will be shown on the Declarations as applicable to this endorsement.)

In consideration of the premium paid, the "named insured" agrees that the coverages provided by this policy do not apply to "bodily injury" or "property damage" arising from the ownership, occupancy, operation, maintenance, use, loading or unloading of the vehicle or watercraft described in the Schedule of this endorsement or on the Declarations Page and it is being driven or operated by the person or persons designated in the Schedule of this endorsement.

Agreed \_\_\_\_\_  
Named Insured's Signature Date

\_\_\_\_\_  
Print or type name of Named Insured

Agreed \_\_\_\_\_  
Named Insured's Signature Date

\_\_\_\_\_  
Print or type name of Named Insured

Agreed \_\_\_\_\_  
Excluded Driver's Signature Date



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PERSONAL UMBRELLA LIABILITY POLICY EXCLUSION - SPECIFIED BUSINESS EXCLUSION

### Schedule

Name and location of specified business(es) being excluded:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

### III. Exclusions

With respect to the specified business(es) named above exclusion A.3. of Section III. Exclusions is deleted and replaced by the following:

4. "Bodily injury", "personal injury" or "property damage" arising out of or in connection with the business described above and engaged in by an "insured". This Exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the business described above.

This endorsement forms a part of the policy to which it is attached.

PX2036 (10/06)

\*/PX2036-200610

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## PERSONAL UMBRELLA LIABILITY POLICY EXCESS BUSINESS PERSONAL LIABILITY COVERAGE ENDORSEMENT

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement.

### III. Exclusions

The following exception is added to Exclusion 3., pertaining to "business".

However, this Exclusion (A.3.) does not apply to:

- f. The extent that valid "underlying insurance" for the "business" pursuits liability risks exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance".

PX2082 (09/07)

\*//PX2082-200709

**AMENDATORY ENDORSEMENT**

The Policy Conditions applicable to State Automobile Mutual Insurance Company and authorized signatures are hereby deleted in their entirety and replaced with the following:

**POLICY CONDITIONS APPLICABLE TO STATE AUTOMOBILE  
MUTUAL INSURANCE COMPANY\***

**\*DIVIDENDS**

You are entitled to the proportionate part of any policyholder's dividend if declared by our Board of Directors in accordance with its Code of Regulations.

**\*NON-ASSESSABLE**

This policy is non-assessable and the insured shall not be liable for the payment of any assessment nor for the payment of any premium other than that stated in this policy.

**\*NOTICE OF POLICYHOLDERS MEETING**

While your policy is in force, you are one of our members and are entitled to one vote, in person or by proxy, at all meetings of the members. The annual meeting of the members is held at 9 o'clock A.M. Columbus time, on the first Friday of March of each year at our Home Office 518 East Broad Street, Columbus Ohio.

We have caused this policy to be signed by our authorized officers. The Company providing coverage is named on the Declarations.

**Secretary**



**President**



**F11015 (03/07)**

\*//F11015-200703



AMENDED DECLARATIONS  
PERSONAL UMBRELLA

THIS DECLARATIONS PAGE WITH POLICY FORMS AND ENDORSEMENTS  
AMENDS THE POLICY EFFECTIVE 06/01/06.

REASON FOR AMENDMENT CHANGE RATING INFORMATION

POLICY NUMBER UCO 5589014	FROM 06/01/06	POLICY PERIOD TO 06/01/07	COVERAGE IS PROVIDED IN THE FOLLOWING COMPANY MILBANK INSURANCE COMPANY	AGENCY 2702	PROD 00
------------------------------	------------------	---------------------------------	--	----------------	------------

NAMED INSURED AND ADDRESS BETTY WILLS HOLD POLICY UMB CO 80215	AGENT COLORADO NEW STATE AGENCY 518 E BROAD ST DENVER CO 80203  TELEPHONE 614/464-5000
---	---

UMBRELLA LIMITS OF LIABILITY \$4,000,000  
UNINSURED/UNDERINSURED LIMITS OF LIABILITY \$1,000,000  
TERRITORY 01

COVERAGE	EXPOSURE	PREMIUM*
RENTAL UNITS	2	INCL
STANDARD VEHICLE	4	\$140
PERSONAL LIABILITY	1	\$63
FARMING	1	\$12
HOME DAY CARE	1	\$75
BUSINESS PURSUITS	1	\$20
HOME BASED BUSINESS	3	\$225
WATERCRAFT LIABILITY	4	\$243
WATERCRAFT SPEED SURCHARGE	1	\$66
UNINSURED MOTORIST LIAB	3	\$165
UNDERINSURED MOTORIST LIAB	3	INCL

\*ALL PREMIUMS SUBJECT TO A MINIMUM

PERSONAL UMBRELLA PREMIUM SUMMARY

1ST MILLION	\$1,009.00
2ND MILLION	\$675.00
3RD MILLION	\$675.00
4TH MILLION	\$675.00
<b>TOTAL UMBRELLA PREMIUM</b>	<b>\$3,034.00</b>

POLICY RESTRICTIONS: IMPORTANT - REFER TO ENDORSEMENT FOR DETAILS

DRIVER EXCLUSION ENDORSEMENTS:

DRIVER2 WILLS EXCLUDED FROM ALL AUTOS AND RECREATIONAL MOTOR VEHICLES

ENDORSEMENTS/FORMS: PX10 (03/05), PX0425 (02/05), PX9801C (06/98),  
FI122CO (01/04), PX1MIL (06/98), PX42 (10/00), PX52 (08/06), DL9817 (04/02),  
DL9861 (06/98), PX2030 (06/04), PX1INDE (06/98), PX2073 (02/06).

FORMS/ENDORSEMENTS AND EDITION DATES MADE PART OF THE POLICY.

SCHEDULE OF REQUIRED "UNDERLYING INSURANCE" - YOU AGREE TO MAINTAIN UNDERLYING  
INSURANCE FOR THE FOLLOWING TYPES OF LIABILITY WITH AT LEAST THE LIMIT OF  
LIABILITY AS SHOWN IN THE ENDORSEMENT (PX-52) "REQUIRED UNDERLYING INSURANCE."

HOME HCO1234567  
AUTO ACO2345678  
PB&Y PBY10983129

POLICY PERIOD 12:01 AM STANDARD TIME

07/18/06  
DATE



# PERSONAL UMBRELLA APPLICATION

DATE (MM/DD/YYYY)

AGENCY	PHONE (A/C, No, Ext):	APPLICANT'S NAME AND MAILING ADDRESS (Include county & ZIP+4)			NAIC CODE	FACILITY CODE
	FAX (A/C, No):				POLICY #	
E-MAIL ADDRESS:	DATE AT CURRENT RESIDENCE:			HOME PHONE #		DAY
CODE:	SUB CODE:	CO/PLAN:	EFFECTIVE DATE	EXPIRATION DATE	BUSINESS PHONE #	EVE
AGENCY CUSTOMER ID:					DAY	
					EVE	

## UMBRELLA INFORMATION

COVERAGES		PREMIUMS		CALCULATIONS
POLICY AMOUNT	RETENTION	BASIC	\$	
		RESIDENCES	\$	
		AUTOMOBILES	\$	
OPTIONAL COVERAGES TO APPLY		RECREATIONAL VEHICLES	\$	
\$ _____	UNINSURED MOTORIST *	UNINSURED MOTORIST	\$	
\$ _____	UNDERINSURED MOTORIST *	UNDERINSURED MOTORIST	\$	
* IF APPLICABLE IN YOUR STATE		WATERCRAFT	\$	
			\$	
\$ _____	OTHER	DEPOSIT	\$	
		ESTIMATED TOTAL PREMIUM	\$	

## PAYMENT PLAN

ACORD 610 attached (NOT APPLICABLE IN NC)

ACCOUNT #:			MAIL POLICY TO:	
BILLING	IF DIRECT BILL:	IF APPLICANT BILL:	<input type="checkbox"/>	AGENT
<input type="checkbox"/> DIRECT BILL	<input type="checkbox"/> BILL APPLICANT	<input type="checkbox"/> FULL PAY	<input type="checkbox"/>	APPLICANT
<input type="checkbox"/> AGENCY BILL	<input type="checkbox"/> BILL MORTGAGEE			

## PRIMARY POLICY INFORMATION

TYPE OF POLICY	COMPANY NAME/POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY		
			SINGLE LIMIT	BODILY INJURY	PROPERTY DAMAGE
AUTO BASIC UNINS MOT					
PERSONAL LIABILITY HOME RENTALS					
WATERCRAFT					
RECREATIONAL VEHICLES BASIC UNINS MOT					
EMPLOYERS LIABILITY				N / A	N / A

## PROPERTY

LIST ALL OWNED, LEASED OR OCCUPIED PROPERTY, INCLUDING RESIDENCES, BUILDINGS, FARMS, VACANT LAND, ETC						
#	LOCATION	DESCRIPTION	YR BUILT	INTEREST	OCCUPANCY	USAGE

**AUTOMOBILES**

**RECREATIONAL VEHICLES**

LIST ALL AUTOS OWNED, LEASED OR FURNISHED FOR REGULAR USE			LIST MOTORCYCLES, SNOWMOBILES, DUNE BUGGIES, MINIBIKES, ETC		
#	YEAR	MAKE AND MODEL	#	YEAR	TYPE, MAKE AND MODEL

**WATERCRAFT**

LIST ALL WATERCRAFT OWNED, LEASED, CHARTERED OR FURNISHED FOR REGULAR USE							
#	YEAR	MOTOR TYPE, MANUFACTURER AND MODEL	LENGTH	HORSE POWER	MAX SPEED	VALUE	WATERS NAVIGATED
						<input type="checkbox"/> COST NEW <input type="checkbox"/> CURRENT VALUE \$	
						<input type="checkbox"/> COST NEW <input type="checkbox"/> CURRENT VALUE \$	
						<input type="checkbox"/> COST NEW <input type="checkbox"/> CURRENT VALUE \$	

**OPERATOR INFORMATION**

LIST ALL MEMBERS OF HOUSEHOLD AND ALL OPERATORS OF VEHICLES/WATERCRAFT AS REQUIRED BY COMPANY												
#	NAME (AS IT APPEARS ON LICENSE)	SEX	MAR STAT	DATE OF BIRTH	DATE LIC	DRIVERS LICENSE #/LIC STATE	SOCIAL SECURITY #	VEHICLE	% USE	CRAFT	% USE	OTHER

**EMPLOYMENT**

APPLICANT'S OCCUPATION	APPLICANT'S EMPLOYER NAME AND ADDRESS	YRS EMPL
CO-APPLICANT'S OCCUPATION	CO-APPLICANT'S EMPLOYER NAME AND ADDRESS	YRS EMPL

**PRIOR EXPERIENCE**

HAS ANY AUTO ACCIDENT OR LIABILITY LOSS ON ANY PRIMARY OR EXCESS POLICY OCCURRED, REGARDLESS OF FAULT, DURING THE LAST ____ YEARS? <input type="checkbox"/> NO <input type="checkbox"/> YES (PROVIDE OPERATOR #, DATE OF LOSS, AND DESCRIPTION)	PRIOR CARRIER  PRIOR POLICY NUMBER
--	--

**REMARKS**

**GENERAL INFORMATION**

EXPLAIN ALL "YES" RESPONSES	YES	NO	EXPLAIN ALL "YES" RESPONSES	YES	NO
1. ANY AIRCRAFT OWNED, LEASED, CHARTERED OR FURNISHED FOR REGULAR USE?	<input type="checkbox"/>	<input type="checkbox"/>	10. ANY NON-OWNED PROPERTY EXCEEDING \$1,000 IN VALUE, IN YOUR CARE, CUSTODY OR CONTROL?	<input type="checkbox"/>	<input type="checkbox"/>
2. ANY OPERATORS CONVICTED FOR ANY TRAFFIC VIOLATIONS DURING THE LAST 3 YEARS? IF YES, PROVIDE OPERATOR #, DATE, AND DESCRIPTION.	<input type="checkbox"/>	<input type="checkbox"/>	11. ANY BUSINESS AND/OR PROFESSIONAL ACTIVITIES INCLUDED IN THE PRIMARY POLICIES?	<input type="checkbox"/>	<input type="checkbox"/>
3. ANY OPERATOR HAVE A PHYSICAL/MENTAL IMPAIRMENT? (List operator number) NOT APPLICABLE IN WI	<input type="checkbox"/>	<input type="checkbox"/>	12. DOES ANY PRIMARY POLICY HAVE REDUCED LIMITS OF LIABILITY OR ELIMINATE COVERAGE FOR SPECIFIC EXPOSURES?	<input type="checkbox"/>	<input type="checkbox"/>
4. ANY SWIMMING POOL, SPA OR HOT TUB ON PREMISES?	<input type="checkbox"/>	<input type="checkbox"/>	13. ANY COVERAGE DECLINED, CANCELLED OR NONRENEWED DURING THE LAST 5 YEARS? NOT APPLICABLE IN MO.	<input type="checkbox"/>	<input type="checkbox"/>
5. ANY REAL ESTATE, VEHICLES, WATERCRAFT, AIRCRAFT USED COMMERCIALY OR FOR BUSINESS PURPOSES?	<input type="checkbox"/>	<input type="checkbox"/>	14. DOES APPLICANT OR ANY TENANT HAVE ANY ANIMALS OR EXOTIC PETS?	<input type="checkbox"/>	<input type="checkbox"/>
6. ANY REAL ESTATE, VEHICLES, WATERCRAFT, AIRCRAFT, OWNED, HIRED, LEASED OR REGULARLY USED, NOT COVERED BY PRIMARY POLICIES?	<input type="checkbox"/>	<input type="checkbox"/>	15. HAS INSURANCE BEEN TRANSFERRED WITHIN AGENCY?	<input type="checkbox"/>	<input type="checkbox"/>
7. DO YOU ENGAGE IN ANY TYPE OF FARMING OPERATION?	<input type="checkbox"/>	<input type="checkbox"/>	16. ANY PENDING LITIGATION, COURT PROCEEDINGS OR JUDGEMENTS?	<input type="checkbox"/>	<input type="checkbox"/>
8. DO YOU HOLD ANY NON-COMPENSATED POSITIONS?	<input type="checkbox"/>	<input type="checkbox"/>	17. IS THERE A TRAMPOLINE ON THE PREMISES?	<input type="checkbox"/>	<input type="checkbox"/>
9. ANY FULL-TIME EMPLOYEES? (List number of employees)	<input type="checkbox"/>	<input type="checkbox"/>			

**REMARKS (Attach additional sheets if more space is required)**

**ATTACHMENTS**

STATE SUPPLEMENT(S), IF APPLICABLE.

**BINDER/SIGNATURE**

<b>INSURANCE BINDER</b>		IF THE "BINDER" BOX TO THE LEFT IS COMPLETED, THE FOLLOWING CONDITIONS APPLY: THIS COMPANY BINDS THE KIND(S) OF INSURANCE STIPULATED ON THIS APPLICATION. THIS INSURANCE IS SUBJECT TO THE TERMS, CONDITIONS AND LIMITATIONS OF THE POLICY(IES) IN CURRENT USE BY THE COMPANY.  THIS BINDER MAY BE CANCELLED BY THE INSURED BY SURRENDER OF THIS BINDER OR BY WRITTEN NOTICE TO THE COMPANY STATING WHEN CANCELLATION WILL BE EFFECTIVE.
EFFECTIVE DATE	EXPIRATION DATE	
TIME	12:01 AM NOON	
COVERAGE IS NOT BOUND		

THIS BINDER MAY BE CANCELLED BY THE COMPANY BY NOTICE TO THE INSURED IN ACCORDANCE WITH THE POLICY CONDITIONS. THIS BINDER IS CANCELLED WHEN REPLACED BY A POLICY. IF THIS BINDER IS NOT REPLACED BY A POLICY, THE COMPANY IS ENTITLED TO CHARGE A PREMIUM FOR THE BINDER ACCORDING TO THE RULES AND RATES IN USE BY THE COMPANY. THE QUOTED PREMIUM IS SUBJECT TO VERIFICATION AND ADJUSTMENT, WHEN NECESSARY, BY THE COMPANY.

APPLICABLE IN COLORADO: THE INSURER HAS THIRTY (30) BUSINESS DAYS, COMMENCING FROM THE EFFECTIVE DATE OF COVERAGE, TO EVALUATE THE ISSUANCE OF THE INSURANCE POLICY.

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND CAN REQUEST CORRECTION OF ANY INACCURACIES. A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING SUCH INFORMATION IS AVAILABLE UPON REQUEST. CONTACT YOUR AGENT OR BROKER FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US.

Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not applicable in all states, consult your agent or broker for your state's requirements.)

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND [NY: SUBSTANTIAL] CIVIL PENALTIES. (Not applicable in CO, HI, NE, OH, OK, OR or VT. In DC, LA, ME, TN, VA and WA insurance benefits may also be denied).

APPLICANT'S STATEMENT: I HAVE READ THE ABOVE APPLICATION AND ANY ATTACHMENTS. I DECLARE THAT THE INFORMATION PROVIDED IN THEM IS TRUE, COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS INFORMATION IS BEING OFFERED TO THE COMPANY AS AN INDUCEMENT TO ISSUE THE POLICY FOR WHICH I AM APPLYING.

APPLICABLE ONLY IN INDIANA, LOUISIANA, NEW HAMPSHIRE AND VERMONT

IF THE COMPANY TO WHICH I AM APPLYING OFFERS UNINSURED MOTORISTS (UM) COVERAGE IN MY STATE:

APPLICABLE ONLY IN INDIANA:

I ACKNOWLEDGE THAT UM COVERAGE AND UNDERINSURED MOTORISTS (UIM) COVERAGE HAVE BEEN EXPLAINED TO ME, AND I HAVE BEEN OFFERED THE OPTION OF SELECTING UM AND UIM LIMITS EQUAL TO MY LIABILITY LIMITS, UM AND UIM LIMITS LOWER THAN MY LIABILITY LIMITS, OR TO REJECT UM AND/OR UIM COVERAGE ENTIRELY.

1. I SELECT UM LIMITS INDICATED IN THIS APPLICATION.  (INITIALS) OR 2. I REJECT UM COVERAGE IN ITS ENTIRETY.  (INITIALS)

3. I SELECT UIM LIMITS INDICATED IN THIS APPLICATION.  (INITIALS) OR 4. I REJECT UIM COVERAGE IN ITS ENTIRETY.  (INITIALS)

APPLICABLE ONLY IN LOUISIANA:

I ACKNOWLEDGE THAT UM COVERAGE HAS BEEN EXPLAINED TO ME, AND I HAVE BEEN OFFERED THE OPTION OF SELECTING UM LIMITS EQUAL TO MY LIABILITY LIMITS, UM LIMITS LOWER THAN MY LIABILITY LIMITS, OR TO REJECT UM COVERAGE ENTIRELY.

1. I SELECT UM LIMITS INDICATED IN THIS APPLICATION.  (INITIALS) OR 2. I REJECT UM COVERAGE IN ITS ENTIRETY.  (INITIALS)

APPLICABLE ONLY IN NEW HAMPSHIRE:

I ACKNOWLEDGE THAT UM COVERAGE HAS BEEN EXPLAINED TO ME, AND I HAVE BEEN OFFERED THE OPTION OF SELECTING UM LIMITS EQUAL TO MY LIABILITY LIMITS OR TO REJECT UM COVERAGE ENTIRELY.

1. I SELECT UM LIMITS INDICATED IN THIS APPLICATION.  (INITIALS) OR 2. I REJECT UM COVERAGE IN ITS ENTIRETY.  (INITIALS)

APPLICABLE ONLY IN VERMONT:

I ACKNOWLEDGE THAT I HAVE BEEN OFFERED UM COVERAGE EQUAL TO MY LIABILITY LIMITS. I HAVE SELECTED THE LIMITS INDICATED IN THIS APPLICATION.

APPLICANT'S SIGNATURE	DATE	PRODUCER'S SIGNATURE	NATIONAL PRODUCER NUMBER
-----------------------	------	----------------------	--------------------------

**Rate Information**

Rate data does NOT apply to filing.

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty

**Review Status:**  
Approved 08-10-2007

**Comments:**  
Please see attached PC Transmittal Document Page 1 and Page 2.

**Attachment:**  
PC Transmittal Document.pdf

**Satisfied -Name:** Exhibit I

**Review Status:**  
Approved 08-10-2007

**Comments:**  
Please see attached Exhibit I for a complete list of forms.

**Attachment:**  
Exhibit I.pdf

## Property &amp; Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

<b>3. Group Name</b>	<b>Group NAIC #</b>
State Auto Insurance Companies	175

<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>
State Auto Property & Casualty Insurance Company	IA	25127	57-6010814

<b>5. Company Tracking Number</b>	PC-PX-2007-768
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## Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

<b>6. Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
Doug Griffith, FLMI,ACS,ARC,ACP State Auto Insurance Companies 518 E. Broad st., Columbus, OH 43215	Supervisor, State Filings	614-917-5492	614-887-1615	doug.griffith@stateauto.com

<b>7. Signature of authorized filer</b>	
<b>8. Please print name of authorized filer</b>	Doug Griffith

## Filing information (see General Instructions for descriptions of these fields)

<b>9. Type of Insurance (TOI)</b>	17.2 Other Liability-Occ Only
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	17.2021 Personal Umbrella and Excess
<b>11. State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>	
<b>12. Company Program Title (Marketing title)</b>	Personal Umbrella
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
<b>14. Effective Date(s) Requested</b>	New: <b>December 30, 2007</b> Renewal: <b>December 30, 2007</b>
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16. Reference Organization (if applicable)</b>	N/A
<b>17. Reference Organization # &amp; Title</b>	N/A
<b>18. Company's Date of Filing</b>	<b>August 9, 2007</b>
<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

**Property & Casualty Transmittal Document—**

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	PC-PX-2007-768
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<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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The State Auto Property & Casualty Insurance Company submits this filing of endorsement revisions to our Personal Umbrella program, as detailed in Exhibit I, for your review.

We desire to adopt ISO's 2006 Contract revision, announced in ISO filing designation #DL-2006-OUPFR as detailed in Exhibit I.

The required Departmental Form and a copy of the endorsements are attached.

<b>22.</b>	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
------------	---

**Check #: EFT**  
**Amount: \$50.00**

**Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.**

**\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

PC TD-1 pg 2 of 2

**EXHIBIT I**

**ARKANSAS UMBRELLA  
INTRODUCE 2006 ISO CONTRACT  
EFFECTIVE DECEMBER 30, 2007**

<b>New Form Number &amp; Edition Date</b>	<b>Present Form Number &amp; Edition Date</b>	<b>Form Name &amp; Description of Change</b>	<b>Replacement, Withdrawal Or Neither</b>
DL9801 (10/06)	PX9801C (06/98)	<b>Personal Umbrella Policy Provisions</b>	R
PX-1 (10/07)	PX-1 (06/98)	<b>Policy Jacket &amp; Index</b> Cover page being updated to reflect new index on page 2 tracking with the new contract. Also, form revised to reflect current address of State Auto Property & Casualty company.	R
PX-1A (04/06)	PX-1A (06/98)	<b>Declarations Page</b>	R
PX-10 (10/06)	PX-10 (03/05)	<b>Excluding Coverage For Certain Person Or Persons)</b> The words <i>occupancy</i> and <i>operation</i> have been added in endorsement text tracking with ISO's text.	R
PX-37 (10/06)	PX-37 (06/94)	<b>Watercraft Exclusion Designated Operator</b> Form being updated to broaden exclusion to include "being operated, occupied, maintained, or used by:" Prior form just referred to "being operated by".	R
PX-42 (10/06)	PX-42 (10/00)	<b>Endorsement - Pollution Exclusion</b> Form updated due to exclusion 19 becoming exclusion 20 in the 10/06 contract.	R
FI1015 (03/07)	FI1015 (03/06)	<b>Amendatory Endorsement</b> Form updated to show appropriate officer signatures.	R
PX2002 (09/07)	PX2002 (05/06)	<b>Umbrella Policy Exclusion: Excluding Coverage When a Certain Person is Operating a Certain Vehicle</b> <i>Occupancy</i> and <i>operation</i> added to text of endorsement to track with ISO wording.	R
PX2036 (10/06)	PX2036 (12/04)	<b>Exclusion – Specified Business Exclusion</b> Editorial change to track with new 10/06 contract. Exclusion A.4. was changed to Exclusion A.3.	R
PX2082 (09/07)	NA	<b>Personal Umbrella Liability Policy Excess Business Personal Liability Coverage Endorsement</b>	N
DL9807 (10/06)	NA	<b>Personal Umbrella Liability Policy Assisted Living Care Liability Coverage Endorsement –</b> This form is designed to go over ISO's underlying Assisted Living Endorsement, HO0459, which we use in SA. The PX form excludes "auto", "RMV" or watercraft exposures.	N
DL9808 (10/06)	NA	<b>Personal Umbrella Liability Policy Trust Endorsement</b> This form amends the definition of "insured" to include trust or trustee. Note trust must be covered by underlying insurance.	N

**EXHIBIT I**

**ARKANSAS UMBRELLA  
INTRODUCE 2006 ISO CONTRACT  
EFFECTIVE DECEMBER 30, 2007**

New Form Number & Edition Date	Present Form Number & Edition Date	Form Name & Description of Change	Replacement, Withdrawal Or Neither
DL9811 (10/06)	DL9811 (06/98)	<b>Personal Umbrella Liability Policy Auto Liability Exclusion Endorsement</b> Adopting ISO's newest version of this form. Changes are designed to track with ISO most current underlying text.	R
DL9812 (10/06)	DL9812 (6/98)	<b>Personal Umbrella Liability Policy Auto Liability Following Form-</b> We are adopting ISO's newest version of this form. A new definition of "retained limit" has been added plus other updates to track with the 10/06 contract.	R
PX9813 (10/06)	PX9813 (05/06)	<b>Personal Umbrella Liability Policy Exclusion of Designated Auto or Recreational Motor Vehicle Endorsement</b> Form is being amended to include text from ISO forms DL9813 10/06 and DL9814 The words <i>occupancy</i> and <i>operation</i> were added. Manager's agreed to adopt.	R
PX9815 (10/06)	PX9815 (05/06)	<b>Personal Umbrella Liability Policy Designated</b> Adopting ISO language form DL9815 1006. However, we deviated by adding text to also exclude replacement watercraft. The words <i>occupancy</i> and <i>operation</i> were added. Manager's agreed to adopt.	R
DL9816 (10/06)	DL9816 (06/98) & PX-8 (1/88)	<b>Personal Umbrella Liability Policy Exclusion - All Hazards In Connection With A Designated Premises Endorsement</b> Note the prior form excluded BI, PI and PD. The 10/06 ed. only excludes BI and PD but not PI. In addition, the failure to supervise or negligent supervision text has been added. Other changes are editorial. No signatures required on either form.	R
DL9824 (10/06)	PX9811A (06/98)	<b>Personal Umbrella Liability Policy Exclusion – Motorcycle or Moped Endorsement</b> This form adds a blanket exclusion excluding all liability resulting from the ownership, maintenance, occupancy, operation, use, loading or unloading for any motorcycle or mopeds. No signature required.	R
DL9825 (10/06)	PX-17 (05/06)	<b>Personal Umbrella Liability Policy Exclusion - Watercraft Endorsement</b> We are adopting ISO's new form, DL9825 to replace our prior form PX-17. Both forms are blanket exclusions of watercraft coverage.	R
DL9826 (10/06)	PX9811A (06/98)	<b>Personal Umbrella Liability Policy Exclusion – Recreational Motor Vehicle Endorsement</b> This form adds a blanket exclusion excluding all liability resulting from the ownership, maintenance, occupancy, operation, use, loading or unloading for any "RMV". No signature required.	R

**EXHIBIT I**

**ARKANSAS UMBRELLA  
INTRODUCE 2006 ISO CONTRACT  
EFFECTIVE DECEMBER 30, 2007**

<b>New Form Number &amp; Edition Date</b>	<b>Present Form Number &amp; Edition Date</b>	<b>Form Name &amp; Description of Change</b>	<b>Replacement, Withdrawal Or Neither</b>
DL9830 (10/06)	NA	<b>Personal Umbrella Liability Policy Exclusion – Motor Home Endorsement</b> This form adds a blanket exclusion excluding all liability resulting from the ownership, maintenance, occupancy, operation, use, loading or unloading for any motor home. No signature required.	N
ACORD 83 (2007/01)	ACORD 83 (2005/02)	<b>Umbrella Application</b>	R

**DISCONTINUED FORMS:**

PX-1 (06/98) Index

PX2030 (06/04)

PX-8 (1/88)