

SERFF Tracking Number: HCAP-125290146 State: Arkansas
First Filing Company: American Fire and Casualty Company, ... State Tracking Number: AR-PC-07-026111
Company Tracking Number:
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2021 Personal Umbrella & Excess
Product Name: Personal Umbrella
Project Name/Number: New Personal Umbrella Program Forms/2007-0127

Filing at a Glance

Companies: American Fire and Casualty Company, The Ohio Casualty Insurance Company, West American Insurance Company

Product Name: Personal Umbrella SERFF Tr Num: HCAP-125290146 State: Arkansas
TOI: 17.2 Other Liability - Occurrence Only SERFF Status: Closed State Tr Num: AR-PC-07-026111
Sub-TOI: 17.2021 Personal Umbrella & Excess Co Tr Num: State Status:
Filing Type: Form Co Status: Reviewer(s): Alexa Grissom, Betty Montesi, Brittany Yielding
Author: Jodi Guggenberger Disposition Date: 09/27/2007
Date Submitted: 09/17/2007 Disposition Status: Approved
Effective Date Requested (New): 11/02/2007 Effective Date (New): 11/02/2007
Effective Date Requested (Renewal): Effective Date (Renewal):

General Information

Project Name: New Personal Umbrella Program Forms Status of Filing in Domicile: Not Filed
Project Number: 2007-0127 Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 09/27/2007
State Status Changed: 09/17/2007 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:

We are filing to propose a new Personal Umbrella Program in the state of Arkansas.

Company and Contact

Filing Contact Information

Jodi Gill, Personal Lines State Filing Technician Jodi.Gill@ocas.com
9450 Seward Road (800) 843-6446 [Phone]
Fairfield, OH 45014-5456 (513) 603-2160[FAX]

Filing Company Information

SERFF Tracking Number: HCAP-125290146 State: Arkansas
First Filing Company: American Fire and Casualty Company, ... State Tracking Number: AR-PC-07-026111
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American Fire and Casualty Company CoCode: 24066 State of Domicile: Ohio
9450 Seward Road Group Code: 148 Company Type:
Fairfield, OH 45014-5456 Group Name: State ID Number:
(800) 843-6446 ext. [Phone] FEIN Number: 59-0141790

The Ohio Casualty Insurance Company CoCode: 24074 State of Domicile: Ohio
9450 Seward Road Group Code: 148 Company Type:
Fairfield, OH 45014-5456 Group Name: State ID Number:
(800) 843-6446 ext. [Phone] FEIN Number: 31-0396250

West American Insurance Company CoCode: 44393 State of Domicile: Indiana
9450 Seward Road Group Code: 148 Company Type:
Fairfield, OH 45014-5456 Group Name: State ID Number:
(800) 843-6446 ext. [Phone] FEIN Number: 31-0624491

SERFF Tracking Number: HCAP-125290146 State: Arkansas
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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: \$50.00 per filing (forms)
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American Fire and Casualty Company	\$0.00	09/17/2007	
The Ohio Casualty Insurance Company	\$0.00	09/17/2007	
West American Insurance Company	\$0.00	09/17/2007	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
21576521	\$50.00	09/17/2007

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	09/27/2007	09/27/2007

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Alexa Grissom	09/20/2007	09/20/2007	Jodi Guggenberger	09/26/2007	09/26/2007

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Disposition

Disposition Date: 09/27/2007
Effective Date (New): 11/02/2007
Effective Date (Renewal):
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Form	Additional Insured	Approved	Yes
Form	Exclusion of Automobiles or Watercraft Otherwise Insured	Approved	Yes
Form	Exclusion of Business Pursuits Other Than Farming	Approved	Yes
Form	Exclusion of Furnished Automobile(s)	Approved	Yes
Form	Exclusion of Miscellaneous Type Vehicles	Approved	Yes
Form	Exclusion of Negligent Entrustment	Approved	Yes
Form	Exclusion of Water Skiing	Approved	Yes
Form	Farm Liability	Approved	Yes
Form	Foreign Travel Exposure	Approved	Yes
Form	Home Business	Approved	Yes
Form	Punitive or Exemplary Damages Exclusion	Approved	Yes
Form	Teacher's Liability Corporal Punishment Following Forms Endorsement	Approved	Yes
Form	Underlying Insurance	Approved	Yes
Form	Named Driver Exclusion	Approved	Yes
Form (revised)	Amendment of Policy Provisions - Arkansas	Approved	Yes
Form	Amendment of Policy Provisions - Arkansas	Approved	Yes

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TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2021 Personal Umbrella & Excess
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Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 09/20/2007

Submitted Date 09/20/2007

Respond By Date

Dear Jodi Gill,

This will acknowledge receipt of the captioned filing. Please amend the Arkansas Amendatory for compliance with the ARkansas Supreme Court's Decision in Franklin V. Healthsource. The insured must be fully compensated before the insurers right to recover arises.

Please feel free to contact me if you have questions.

Sincerely,

Alexa Grissom

Response Letter

Response Letter Status Submitted to State

Response Letter Date 09/26/2007

Submitted Date 09/26/2007

Dear Alexa Grissom,

Comments:

Response 1

Comments: Dear Ms. Grissom,

Per your Objection Letter dated 9/20/07, please find attached a revised Amendment of Policy Provisions.

Thank you.

Jodi Guggenberger

PL State Filing Technician

Changed Items:

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No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Amendment of Policy Provisions - Arkansas	PX 98 86 08 07	08 07	Endorsement/AmendmentNew /Conditions			0	PX 98 86 08 07.pdf
Previous Version							
Amendment of Policy Provisions - Arkansas	PX 98 86 08 07	08 07	Endorsement/AmendmentNew /Conditions			0	PX 98 86 08 07.pdf

No Rate/Rule Schedule items changed.

Sincerely,
Jodi Guggenberger

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Additional Insured	PX 79 00 08 06	08 06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 PX 79 00 01 94 Previous Filing #:		PX 79 00 08 06.pdf
Approved	Exclusion of Automobiles or Watercraft Otherwise Insured	PX 76 02 08 06	08 06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 PX 76 02 09 91 Previous Filing #:		PX 76 02 08 06.pdf
Approved	Exclusion of Business Pursuits Other Than Farming	PX 74 64 08 06	08 06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 PX 74 64 09 91 Previous Filing #:		PX 74 64 08 06.pdf
Approved	Exclusion of Furnished Automobile(s)	PX 74 61 08 06	08 06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 PX 74 61 09 91 Previous Filing #:		PX 74 61 08 06.pdf
Approved	Exclusion of Miscellaneous Type Vehicles	PX 88 01 04 07	04 07	Endorsement/Amendment/Conditions New		0.00	PX 88 01 04 07.pdf
Approved	Exclusion of Negligent Entrustment	PX 76 01 08 06	08 06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 PX 76 01 02 93 Previous Filing #:		PX 76 01 08 06.pdf
Approved	Exclusion of Water Skiing	PX 74 66 08 06	08 06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 PX 74 66 09 91 Previous Filing #:		PX 74 66 08 06.pdf
Approved	Farm Liability	PX 87 82 08 06	08 06	Endorsement/Amendment/Conditions New		0.00	PX 87 82 08 06.pdf

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Approved	Foreign Travel Exposure	PX 79 16 08 06 08 06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 PX 79 16 04 94 Previous Filing #:	PX 79 16 08 06.pdf
Approved	Home Business	PX 79 24 08 06 08 06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 PX 79 24 09 97 Previous Filing #:	PX 79 24 08 06.pdf
Approved	Punitive or Exemplary Damages Exclusion	PX 87 24 08 06 08 06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 PX 87 24 09 02 Previous Filing #:	PX 87 24 08 06.pdf
Approved	Teacher's Liability Corporal Punishment Following Forms Endorsement	PX 74 67 08 06 08 06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 PX 74 67 09 91 Previous Filing #:	PX 74 67 08 06.pdf
Approved	Underlying Insurance	PX 76 00 08 06 08 06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 PX 76 00 09 91 Previous Filing #:	PX 76 00 08 06.pdf
Approved	Named Driver Exclusion	PX 87 60 11 04 11 04	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 PP 75 66 09 91 Previous Filing #:	PX 87 60 11 04.pdf
Approved	Amendment of Policy Provisions - Arkansas	PX 98 86 08 07 08 07	Endorsement/Amendment/Conditions New	0.00	PX 98 86 08 07.pdf

PX 79 00 08 06

ADDITIONAL INSURED

It is agreed that this policy is amended to include an additional insured as shown on the Declarations, but only to the extent coverage is provided to such additional insured by underlying insurance described in the Underlying Insurance form.

PX 79 00 08 06

PX 7602 08 06

**EXCLUSION OF AUTOMOBILES OR WATERCRAFT
OTHERWISE INSURED**

This endorsement modifies insurance provided under the Personal Umbrella Liability Policy.

This insurance does not apply to liability due to the ownership, maintenance or use of any "auto" or watercraft for which liability insurance is provided by a commercial umbrella excess liability policy issued by The Ohio Casualty Insurance Company.

PX 7602 08 06

PX 7464 08 06

EXCLUSION OF BUSINESS PURSUITS OTHER THAN FARMING

This endorsement modifies insurance under the Personal Umbrella Liability Policy.

This insurance does not apply to personal injury or property damage arising out of:

- (1) any business pursuits or business property (other than farming)
- (2) the rendering of any professional services or the omission thereof by the Insured;

but no part of this exclusion applies to liability arising out of the ownership, operation, or use of any "auto", watercraft or to any use of "aircraft" by or on behalf of the insured.

The terms and conditions of this endorsement are hereby acknowledged and accepted.

Date _____ Accepted _____
Signature of Named Insured

Date _____ Accepted _____
Signature of Named Insured

PX 7464 08 06

PX 7461 08 06

EXCLUSION OF FURNISHED AUTOMOBILE(S)

This endorsement modifies insurance provided under the Personal Umbrella Liability Policy.

This insurance does not apply to any "auto" furnished for any insured's use by that insured's employer.

The terms and conditions of this endorsement are hereby acknowledged and accepted.

Date _____ Accepted _____
Signature of Named Insured

Date _____ Accepted _____
Signature of Named Insured

PX 7461 08 06

PX 8801 04 07

EXCLUSION OF MISCELLANEOUS TYPE VEHICLES

This endorsement modifies insurance provided under the Personal Umbrella Liability Policy.

This insurance does not apply to liability due to the ownership, maintenance or use of any motorcycle, moped or "recreational motor vehicle" unless the motorcycle, moped or "recreational motor vehicle" is covered by an underlying liability policy issued by a member company of the Ohio Casualty Group.

PX 8801 04 07

PX 7601 08 06

EXCLUSION OF NEGLIGENT ENTRUSTMENT

This endorsement modifies insurance provided under the Personal Umbrella Liability Policy.

This insurance applies to Personal Injury or Property Damage due to the negligent entrustment by an insured to others of any aircraft, watercraft, automobile, or motorized land conveyance owned or operated by or rented or loaned to an insured but only if such coverage is afforded by the underlying liability policy.

PX 7601 08 06

PX 7466 08 06

EXCLUSION OF WATER SKIING

This endorsement modifies insurance provided under the Personal Umbrella Liability Policy.

This insurance does not apply to liability due to the ownership, maintenance or use of watercraft while such watercraft is being operated for the purpose of water skiing.

The terms and conditions of this endorsement are hereby acknowledged and accepted.

Date _____ Accepted _____
Signature of Named Insured

Date _____ Accepted _____
Signature of Named Insured

PX 7466 08 06

PX 8782 08 06

FARM LIABILITY

This endorsement modifies insurance provided under the Personal Umbrella Liability Policy.

The "Business" definition shown under Part I. Definitions is amended as follows:

- F. "Business" includes trade, profession or occupation (but not farming).

PX 8782 08 06

PX 7916 08 06

**FOREIGN TRAVEL EXPOSURE
(UNDERLYING INSURANCE)**

This endorsement modifies insurance provided under the Personal Umbrella Liability Policy.

You must maintain your Underlying Insurance if you travel outside the United States. If the underlying limits shown on the Underlying Insurance Endorsement are not available, you must obtain the highest available limit, subject to a minimum required limit for automobile coverage of:

\$250,000 each person/\$500,000 each accident -BI
and \$50,000 each accident - PD

or

\$300,000 each person/\$300,000 each accident -BI
and \$50,000 each accident - PD

or

\$300,000 each accident - BI and PD combined.

Failure to maintain the required underlying insurance will result in "us" only being liable under the policy to the extent that "we" would have been liable had "you" complied with these obligations.

PX 7916 08 06

PX 7924 08 06

HOME BUSINESS PROTECTION PLAN

This endorsement modifies insurance provided under the Personal Umbrella Liability Policy.

The following paragraph 2. is added to PART II, Coverages, D. Limit of Liability:

2. If "underlying insurance" and this endorsement cover "bodily injury", "advertising injury", "personal injury" or "property damage" due to "business" pursuits, the limit of liability for this coverage is an aggregate limit. This is the most we will pay for the sum of coverages in an annual policy period regardless of the number of "occurrences", "insureds", claims made, "suits" brought, or persons insured.

The following paragraph is added to Exclusion **A.4**:

However, this Exclusion (**A.4.**) does not apply to:

"Bodily Injury", "Personal Injury" or "Property Damage" arising out of or in connection with a "business" engaged in by an "insured" under "insurance" covers the business.

PX 7924 08 06

PX 8724 08 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION

This endorsement modifies insurance provided under the **Personal Umbrella Liability Policy**.

A. ADDITIONAL DEFINITIONS

"Punitive or exemplary damages" include damages which are awarded to punish or deter wrongful conduct, to set an example, to fine, penalize or impose a statutory penalty, and damages which are awarded for any purpose other than as compensatory damages for "bodily injury" or "property damages".

B. LIABILITY COVERAGE is changed by adding the following exclusion:

Regardless of any other provision of this policy, this policy does not apply to "punitive or exemplary damages" awarded against an "insured". However, if a suit is brought against an "insured" arising out of a claim which alleges both compensatory and "punitive or exemplary damages", we will defend the entire suit with the understanding that we pay only the compensatory damages.

PX 8724 08 06

PX 7467 08 06

**TEACHERS' LIABILITY
CORPORAL PUNISHMENT FOLLOWING FORM ENDORSEMENT**

This endorsement modifies insurance provided under the Personal Umbrella Liability Policy.

Except insofar as coverage is available to the insured by any "underlying insurance" as set forth in the Underlying Insurance endorsement, this policy does not apply to liability for "Teaching Activities".

"Teaching Activities" means acts or omissions of an insured in connection with his/her occupation as a member of the faculty or teaching staff of any public or private school or college, including, but not limited to corporal punishment administered to pupils by or at the direction of the insured.

The following paragraph is added to Exclusion **A.4**:

However, this Exclusion (**A.4.**) does not apply to:

"Bodily Injury", "Personal Injury" or "Property Damage" arising out of or in connection with a "business" engaged in by an "insured" unless "underlying insurance" covers the business.

PX 7467 08 06

UNDERLYING INSURANCE

This endorsement modifies insurance provided under the Personal Umbrella Liability Policy.

Definition **O. "Underlying Insurance"** is amended to read as follows:

"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 this endorsement.

It is agreed by the named insured that as of the inception and for the duration of this policy (1) the following "underlying insurance" shall be maintained in force by the named insured for at least the minimum primary limits stated hereafter, and (2) that such underlying insurance insures all residences occupied by the named insured and all farms, watercraft and land motor vehicles owned, rented, hired or controlled by the named insured.

TYPE OF POLICY	MINIMUM PRIMARY LIMITS
	----- BI = Bodily Injury Liability PD = Property Damage Liability -----
COMPREHENSIVE PERSONAL LIABILITY	\$300,000 each occurrence - BI and PD combined
FARMERS COMPREHENSIVE PERSONAL LIABILITY	
FARM LIABILITY	
AUTOMOBILE LIABILITY	
(including motorcycles and self-propelled motor homes)	\$250,000 each person/\$500,000 each accident - BI and \$50,000 each accident - PD
	or
	\$300,000 each person/\$300,000 each accident BI and \$50,000 each accident - PD
	or
	\$300,000 each accident - BI and PD combined
WATERCRAFT LIABILITY	
Watercraft up to 32 feet in length	\$300,000 each person/\$300,000 each occurrence - BI and \$50,000 each occurrence - PD
	or

\$300,000 each occurrence - BI and PD combined

RECREATIONAL VEHICLES
(Vehicles designed for
recreational use off
public roads and not
subject to motor vehicle
registration

\$250,000 each person/\$500,000 each occurrence
- BI and \$50,000 each accident - PD

or

\$300,000 each accident - BI and PD combined

EMPLOYER'S LIABILITY

\$100,000 each accident - BI and PD combined

PROFESSIONAL LIABILITY

Must be written in Ohio Casualty Group Companies

Beauticians, barbers or
teachers. Professional
office or incidental
business property
liability.

\$300,000 each occurrence - BI and PD combined

PX 7600 08 06

PX 8760 11 04

NAMED DRIVER EXCLUSION

This endorsement, effective on _____ at 12:01 A.M., forms a part of
(DATE)
policy No. _____ issued to _____

In consideration of the premium at which this policy is written, it is agreed that such coverage as is afforded by the policy shall not apply while any automobile is being operated by:

The terms and conditions of this endorsement are hereby acknowledged and accepted.

Date _____ Accepted _____
Signature of Named Insured
Date _____ Accepted _____
Signature of Named Insured

PX 8760 11 04

PX 98 86 08 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PERSONAL UMBRELLA LIABILITY POLICY
AMENDMENT OF POLICY PROVISIONS - ARKANSAS**

SECTION II – COVERAGES

Section II is amended as follows:

A. Insuring Agreement is replaced by the following:

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.

To the extent prejudgment interest is not included in the “underlying insurance”, damages under the policy include prejudgment interest awarded against the “insured”.

SECTION III – EXCLUSIONS

Section III is amended as follows:

Exclusion **A.22.** is added as follows:

“Personal injury” or “property damage” due to the discharge, dispersal, release or escape of any irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water. This exclusion does not apply:

- a. If there is underlying liability insurance but our coverage is not broader than the “underlying insurance”; or
- b. If the discharge, dispersal, release or escape is sudden or accidental.

Exclusion **B.** is replaced by the following:

The coverages provided by the policy do not apply to:

- B.** Liability coverage does not apply to any loss assessment charged against you as a member of an association, corporation or community of property owners unless covered by “underlying insurance”.

SECTION VI – GENERAL PROVISIONS

Section VI is amended as follows:

F. Other Insurance is replaced by the following:

If other valid and collectible insurance is available to the insured for ultimate net loss we cover under this policy, our obligations under this policy are limited as follows:

- a. Excess Insurance

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis, except such insurance as is specifically purchased to apply in excess of this policy's Limit of Insurance.

We will pay only our share of the amount of ultimate net loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductibles and self-insured amounts under this or any other insurance.

- b. We will have no duty under this policy to defend any claim or suit that any other insurer has a duty to defend. If no other insurer defends, we may undertake to do so, but we will be entitled to the insured's right against all other insurers.

G. Our Right To Recover Payment is replaced by the following:

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. However, we will be entitled to a recovery only after an "insured" has been fully compensated for damages.

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

PX 98 86 08 07

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First Filing Company: *American Fire and Casualty Company, ...* *State Tracking Number:* *AR-PC-07-026111*
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Rate Information

Rate data does NOT apply to filing.

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Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty
Review Status: Approved 09/27/2007

Comments:

Attachment:

ARPCTD-1(2006) px1107f.pdf

Satisfied -Name: Cover Letter
Review Status: Approved 09/27/2007

Comments:

Attachment:

PX PARIS FORMS LETTER 11-07.pdf

Property & Casualty Transmittal Document (Revised 1/1/06)

1. Reserved for Insurance Dept. Use Only

2. Insurance Department Use only	
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	

3. Group Name	Group NAIC #

4. Company Name(s)	Domicile	NAIC #	FEIN #

5. Company Tracking Number	
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail

7.	Signature of authorized filer	
8.	Please print name of authorized filer	

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

9.	Type of Insurance (TOI)	
10.	Sub-Type of Insurance (Sub-TOI)	
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12.	Company Program Title (Marketing title)	
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other: _____
14.	Effective Date(s) Requested	New: _____ Renewal: _____
15.	Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16.	Reference Organization (if applicable)	
17.	Reference Organization # & Title	
18.	Company's Date of Filing	
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document---

20.	This filing transmittal is part of Company Tracking #	
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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22.	Filing Fees (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]
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Check #:
Amount:

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.)**



Personal Lines Product Management

September 14, 2007

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201-1904

Attn: Property & Casualty Section

RE: The Ohio Casualty Insurance Company #148-24074
West American Insurance Company #148-44393
American Fire and Casualty Company #148-24066
**Personal Umbrella Forms Filing
Company #2007-0127**

Ohio Casualty Group is converting from our own Personal Umbrella Program to ISO's Personal Umbrella Program. This decision enables us to adopt most of ISO's Personal Umbrella forms as well as revise some of our own company forms. We have also revised our rating and rule manual and details of that filing can be found under rates and rules filing #2007-0129.

Currently, Personal Umbrella coverage is through either a mono line policy in the Ohio Casualty Insurance Company, or it is attached as an endorsement to a Personal Automobile Policy in The Ohio Casualty Insurance Company, American Fire and Casualty Company or West American Insurance Company. However, all Personal Umbrella coverage that is currently endorsed onto Personal Auto policies will be converted at renewal to mono line policies in the company in which they are currently. Companies and policy numbers will not change, but the 3-digit prefix will change to identify a mono line Umbrella policy and this will be explained to our insureds in a Policyholder Notice.

Although we are listing all forms (ISO's and ours) that we will be using in Arkansas, we are not enclosing ISO's forms. We are enclosing our revised or new company forms.

Mandatory Endorsements

PX 98 86 08 07 Amendment of Policy Provisions Arkansas (enclosed)
DL 98 12 06 98 Auto Liability Following Form Endorsement (ISO)
PX 76 02 08 06 Exclusion of Automobiles or Watercraft Otherwise Insured (enclosed)
DL 98 17 04 02 Exclusion – Fungi, Wet or Dry Rot or bacteria Endorsement (ISO)
PX 88 01 04 07 Exclusion of Miscellaneous Type Vehicles (enclosed)
PX 76 01 08 06 Exclusion of Negligent Entrustment (enclosed)
PX 79 16 08 06 Foreign Travel Exposure (enclosed)
DL 98 01 06 98 Personal Umbrella Liability Policy (ISO)
PX 87 24 08 06 Punitive or Exemplary Damages Exclusion (enclosed)
PX 76 00 08 06 Underlying Insurance (enclosed)

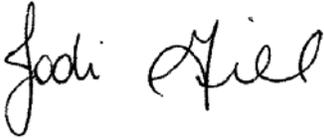
Optional Endorsements

PX 79 24 08 06 Home Business (enclosed)
PX 79 00 08 06 Additional Insurance (enclosed)
DL 98 16 06 98 Exclusion – All Hazards in Connection with Designated Premises
Endorsement (ISO)
DL 98 13 06 98 Exclusion-Designated Automobile Endorsement (ISO)
DL 98 14 06 98 Exclusion-Designated Recreational Motor Vehicle Endorsement (ISO)
DL 98 15 06 98 Exclusion-Designated Watercraft Endorsement (ISO)
PX 74 64 08 06 Exclusion of Business Pursuits Other Than Farming (enclosed)
PX 74 61 08 06 Exclusion of Furnished Automobile(s) (enclosed)
PX 74 66 08 06 Exclusion of Water Skiing (enclosed)
PX 87 82 08 06 Farm Liability (enclosed)
PX 79 06 01 94 General Endorsement
PX 87 60 11 04 Named Driver Exclusion (enclosed)
PX 74 67 08 06 Teacher's Liability Corporal Punishment Following Forms
Endorsement (enclosed)

We are requesting these form revisions to be written on or after November 2, 2007.

If you have any questions, please let us know.

Respectfully,

A handwritten signature in black ink that reads "Jodi Gill". The signature is written in a cursive, flowing style.

Jodi Gill, P/L State Filing Technician
Personal Lines Automobile Department
1-800-843-6446, Ext 2875
FAX (513) 603-2160
jodi.gill@ocas.com

SERFF Tracking Number: *HCAP-125290146* *State:* *Arkansas*
First Filing Company: *American Fire and Casualty Company, ...* *State Tracking Number:* *AR-PC-07-026111*
Company Tracking Number:
TOI: *17.2 Other Liability - Occurrence Only* *Sub-TOI:* *17.2021 Personal Umbrella & Excess*
Product Name: *Personal Umbrella*
Project Name/Number: *New Personal Umbrella Program Forms/2007-0127*

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Amendment of Policy Provisions - Arkansas	09/13/2007	PX 98 86 08 07.pdf

PX 98 86 08 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PERSONAL UMBRELLA LIABILITY POLICY
AMENDMENT OF POLICY PROVISIONS - ARKANSAS**

SECTION II – COVERAGES

Section II is amended as follows:

A. Insuring Agreement is replaced by the following:

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.

To the extent prejudgment interest is not included in the “underlying insurance”, damages under the policy include prejudgment interest awarded against the “insured”.

SECTION III – EXCLUSIONS

Section III is amended as follows:

Exclusion **A.22.** is added as follows:

“Personal injury” or “property damage” due to the discharge, dispersal, release or escape of any irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water. This exclusion does not apply:

- a. If there is underlying liability insurance but our coverage is not broader than the “underlying insurance”; or
- b. If the discharge, dispersal, release or escape is sudden or accidental.

Exclusion **B.** is replaced by the following:

The coverages provided by the policy do not apply to:

- B.** Liability coverage does not apply to any loss assessment charged against you as a member of an association, corporation or community of property owners unless covered by “underlying insurance”.

SECTION VI – GENERAL PROVISIONS

Section VI is amended as follows:

F. Other Insurance is replaced by the following:

If other valid and collectible insurance is available to the insured for ultimate net loss we cover under this policy, our obligations under this policy are limited as follows:

- a. Excess Insurance

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis, except such insurance as is specifically purchased to apply in excess of this policy's Limit of Insurance.

We will pay only our share of the amount of ultimate net loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductibles and self-insured amounts under this or any other insurance.

- b. We will have no duty under this policy to defend any claim or suit that any other insurer has a duty to defend. If no other insurer defends, we may undertake to do so, but we will be entitled to the insured's right against all other insurers.

G. Our Right To Recover Payment is replaced by the following:

If the insured has rights to recover all or part of any indemnification we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

Any recoveries shall be applied first to reimburse any interests (including the insured) that may have paid any amounts in excess of our liability under this policy, then to reimburse us for any indemnity hereunder; and lastly to reimburse such interests (including the insured) as to which this policy is excess, as are entitled to the residue, if any.

When we assist in pursuit of an insured's rights of recovery, resulting reasonable expenses shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

If there should be no recovery as a result of proceedings instituted solely at our request, we shall bear all expenses of such proceedings.

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

PX 98 86 08 07