

SERFF Tracking Number: ANPC-125358856 State: Arkansas
Filing Company: American National Property and Casualty State Tracking Number: EFT \$50
Company
Company Tracking Number: 03-ANP-07-0675
TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
Product Name: AR ANP PPA
Project Name/Number: AR ANG Auto F-PA/

Filing at a Glance

Company: American National Property and Casualty Company

Product Name: AR ANP PPA	SERFF Tr Num: ANPC-125358856	State: Arkansas
TOI: 19.0 Personal Auto	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 19.0001 Private Passenger Auto (PPA)	Co Tr Num: 03-ANP-07-0675	State Status: Fees verified and received
Filing Type: Form	Co Status: Pending at DOI	Reviewer(s): Alexa Grissom, Betty Montesi, Brittany Yielding
	Author: Beth Summers	Disposition Date: 01/15/2008
	Date Submitted: 12/21/2007	Disposition Status: Approved
Effective Date Requested (New): 03/26/2008		Effective Date (New): 03/26/2008
Effective Date Requested (Renewal): 03/29/2008		Effective Date (Renewal): 03/29/2008

State Filing Description:

General Information

Project Name: AR ANG Auto F-PA	Status of Filing in Domicile: Pending
Project Number:	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 01/15/2008	
State Status Changed: 01/15/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
AR Auto forms filing including additional interest and Young Family.	

Company and Contact

Filing Contact Information

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Beth Summers, Regulatory Compliance Analyst bsummers@anpac.com

II

American National Corporate Centre (417) 887-4990 [Phone]
Springfield, MO 65899-0251 (417) 877-5014[FAX]

Filing Company Information

American National Property and Casualty CoCode: 28401 State of Domicile: Missouri
Company

American National Corporate Centre Group Code: 408 Company Type: Property And
Casualty

1949 East Sunshine
Springfield, MO 65899-0251 Group Name: State ID Number:
(417) 887-4990 ext. [Phone] FEIN Number: 43-1010895

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Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American National Property and Casualty Company	\$50.00	12/21/2007	17222751

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	01/15/2008	01/15/2008

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	01/03/2008	01/03/2008	Beth Summers	01/04/2008	01/04/2008

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Product Name: AR ANP PPA
Project Name/Number: AR ANG Auto F-PA/

Disposition

Disposition Date: 01/15/2008

Effective Date (New): 03/26/2008

Effective Date (Renewal): 03/29/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: ANPC-125358856 State: Arkansas
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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	Limits of Liability Endorsement	Approved	Yes
Form	Automobile Amendatory Endorsement	Approved	Yes
Form	Additional Interest Endorsement – Joint Ownership	Approved	Yes
Form	Additional Interest Endorsement – Lessor	Approved	Yes
Form	Recreational Vehicle Amendatory Endorsement	Approved	Yes
Form	Motorcycle Amendatory Endorsement	Approved	Yes
Form	Additional Interest Endorsement – Non-Owned Car Owned by a Business	Approved	Yes
Form	Additional Interest Endorsement – Interested Party	Approved	Yes
Form	Arkansas RV UM and UIM Coverage Endorsement	Approved	Yes
Form	Arkansas RV Selection/Rejection of UM and UIM Coverages	Approved	Yes
Form	Leisure Vehicle Amendatory Endorsement	Approved	Yes
Form	Full Timer Endorsement (25/50)	Approved	Yes
Form	Full Timer Endorsement (50/100)	Approved	Yes
Form	Full Timer Endorsement (100/300)	Approved	Yes
Form	Full Timer Endorsement (250/500)	Approved	Yes
Form	Full Timer Endorsement (300/500)	Approved	Yes
Form	Full Timer Endorsement (500/500)	Approved	Yes
Form	Motorcycle Limits of Liability Endorsement	Approved	Yes
Form	Additional Interest Endorsement – Non-Owned Recreational Vehicle	Approved	Yes
Form	Additional Interest Endorsement – Non-Owned Motorcycle	Approved	Yes
Form	Additional Interest Endorsement – Joint	Approved	Yes

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Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 01/03/2008

Submitted Date 01/03/2008

Respond By Date

Dear Beth Summers,

This will acknowledge receipt of the captioned filing. If punitive damages are to be excluded, such must be defined per Bulletin No. 4-82.

Please feel free to contact me if you have questions.

Sincerely,

Alexa Grissom

Response Letter

Response Letter Status Submitted to State

Response Letter Date 01/04/2008

Submitted Date 01/04/2008

Dear Alexa Grissom,

Comments:

Response 1

Comments: In compliance with Bulletin 4-82, we define punitive or exemplary damages in our policy under Definitions Used Throughout This Policy, item (10): "Punitive or exemplary damages" means damages which may be imposed to punish a wrongdoer and to deter others from similar conduct.

If you have any additional concerns or questions, please feel free to contact me.

Changed Items:

No Supporting Documents changed.

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State: Arkansas

Filing Company: American National Property and Casualty
Company

State Tracking Number: EFT \$50

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TOI: 19.0 Personal Auto

Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: AR ANP PPA

Project Name/Number: AR ANG Auto F-PA/

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,
Beth Summers

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Limits of Liability Endorsement	SA-236	12-06	Endorsement/Amendment/Conditions	Replaced Form #:55.10 SA-236 (1-90) Previous Filing #:		SA236 12-06.pdf
Approved	Automobile Amendatory Endorsement	SA-275	9-07	Endorsement/Amendment/Conditions	Replaced Form #:43.60 SA-275 (4-05) Previous Filing #:		SA275 9-07.pdf
Approved	Additional Interest Endorsement – Joint Ownership	SA-321	4-06	Endorsement/Amendment/Conditions	Replaced Form #:49.40 SA-321 (8-88) Previous Filing #:		SA321 4-06.pdf
Approved	Additional Interest Endorsement – Lessor	SA-511	4-06	Endorsement/Amendment/Conditions		41.80	SA511 4-06.pdf
Approved	Recreational Vehicle Amendatory Endorsement	SA-651	9-07	Endorsement/Amendment/Conditions	Replaced Form #:43.00 SA-651 (2-04) Previous Filing #:		SA651 9-07.pdf
Approved	Motorcycle Amendatory Endorsement	SA-652	9-07	Endorsement/Amendment/Conditions	Replaced Form #:41.20 SA-652 (4-05) Previous Filing #:		SA652 9-07.pdf
Approved	Additional Interest Endorsement – Non-Owned Car Owned by a Business	SA-738	4-06	Endorsement/Amendment/Conditions	Replaced Form #:51.10 SA-738 (8-88) Previous Filing #:		SA738 4-06.pdf
Approved	Additional Interest	SA-768	4-06	Endorsement/Amendment		37.20	SA768 4-06.pdf

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 Product Name: AR ANP PPA
 Project Name/Number: AR ANG Auto F-PA/

Approval	Description	SA	Date	Event	Form #	File
	Endorsement – Interested Party			ent/Conditions		
Approved	Arkansas RV UM and UIM Coverage Endorsement	SA-1361	10-07	Endorsement/Amendment/Conditions	Replaced Form #:38.80 SA-1361 (10-99) Previous Filing #:	SA1361 10-07.pdf
Approved	Arkansas RV Selection/Rejection of UM and UIM Coverages	SA-1362	10-07	Election/Rejection/Supplemental Applications	Replaced Form #:0.00 SA-1362 (4-05) Previous Filing #:	SA1362 10-07.pdf
Approved	Leisure Vehicle Amendatory Endorsement	SA-1638	12-06	Endorsement/Amendment/Conditions	Replaced Form #:48.30 SA-1638 (3-03) Previous Filing #:	SA1638 12-06.pdf
Approved	Full Timer Endorsement (25/50)	SA-1652	12-06	Endorsement/Amendment/Conditions	Replaced Form #:37.10 SA-1652 (3-03) Previous Filing #:	SA1652 12-06.pdf
Approved	Full Timer Endorsement (50/100)	SA-1654	12-06	Endorsement/Amendment/Conditions	Replaced Form #:37.10 SA-1654 (3-03) Previous Filing #:	SA1654 12-06.pdf
Approved	Full Timer Endorsement (100/300)	SA-1655	12-06	Endorsement/Amendment/Conditions	Replaced Form #:37.10 SA-1655 (3-03) Previous Filing #:	SA1655 12-06.pdf
Approved	Full Timer Endorsement (250/500)	SA-1656	12-06	Endorsement/Amendment/Conditions	Replaced Form #:37.10 SA-1656 (3-03) Previous Filing #:	SA1656 12-06.pdf
Approved	Full Timer Endorsement (300/500)	SA-1657	12-06	Endorsement/Amendment/Conditions	Replaced Form #:37.10 SA-1657 (3-03) Previous Filing #:	SA1657 12-06.pdf
Approved	Full Timer Endorsement	SA-1658	12-06	Endorsement/Amendment	Replaced Form #:37.10 SA-1658 (3-03)	SA1658 12-06.pdf

<i>SERFF Tracking Number:</i>	ANPC-125358856	<i>State:</i>	Arkansas		
<i>Filing Company:</i>	American National Property and Casualty Company	<i>State Tracking Number:</i>	EFT \$50		
<i>Company Tracking Number:</i>	03-ANP-07-0675				
<i>TOI:</i>	19.0 Personal Auto	<i>Sub-TOI:</i>	19.0001 Private Passenger Auto (PPA)		
<i>Product Name:</i>	AR ANP PPA				
<i>Project Name/Number:</i>	AR ANG Auto F-PA/ (500/500)	ent/Condi tions	Previous Filing #:		
Approved	Motorcycle Limits of Liability Endorsement	SA-1738 12-06	Endorsement Replaced nt/Amendm ent/Condi tions	Replaced Form #:52.00 SA-1738 (10-04) Previous Filing #:	SA1738 12-06.pdf
Approved	Additional Interest Endorsement – Non-Owned Recreational Vehicle	SA-1811 4-06	Endorsement New nt/Amendm ent/Condi tions	38.80	SA1811 4-06.pdf
Approved	Additional Interest Endorsement – Non-Owned Motorcycle	SA-1812 4-06	Endorsement New nt/Amendm ent/Condi tions	40.50	SA1812 4-06.pdf
Approved	Additional Interest Endorsement – Joint Ownership Recreational Vehicle	SA-1813 4-06	Endorsement New nt/Amendm ent/Condi tions	45.10	SA1813 4-06.pdf
Approved	Additional Interest Endorsement – Joint Ownership Motorcycle	SA-1814 4-06	Endorsement New nt/Amendm ent/Condi tions	42.90	SA1814 4-06.pdf
Approved	Additional Interest Endorsement – Non-Owned Car	SA-1832 4-06	Endorsement New nt/Amendm ent/Condi tions	51.40	SA1832 4-06.pdf
Approved	Named Non-Owner Coverage Endorsement	SA-2095 9-07	Endorsement New nt/Amendm ent/Condi tions	41.60	SA2095 9-07.pdf
Approved	Declaration Page	SM-484 1-06	Declaration Replaced	Replaced Form #:0.00	SM484 1-06

<i>SERFF Tracking Number:</i>	<i>ANPC-125358856</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>American National Property and Casualty Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>03-ANP-07-0675</i>		
<i>TOI:</i>	<i>19.0 Personal Auto</i>	<i>Sub-TOI:</i>	<i>19.0001 Private Passenger Auto (PPA)</i>
<i>Product Name:</i>	<i>AR ANP PPA</i>		
<i>Project Name/Number:</i>	<i>AR ANG Auto F-PA/</i>		
		<i>s/Schedule</i>	<i>SM-484 (10-04)</i>
			<i>Previous Filing #:</i>
<i>Approved</i>	<i>Declarations, Section II</i>	<i>SM-1831 1-06</i>	<i>Declaration New s/Schedule</i>
			<i>0.00</i>
			<i>John Doe.pdf</i>
			<i>SM1831 1-06 John Doe.pdf</i>

**AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY
AMERICAN NATIONAL GENERAL INSURANCE COMPANY**

LIMITS OF LIABILITY ENDORSEMENT

It is agreed that, as respects the vehicle, special equipment, or customization shown in the Declarations, the Limits of Liability provision in Part III – Car Damage of this policy is changed to read as follows:

LIMITS OF LIABILITY

Our limit of liability for **loss** shall not exceed:

- (1) The lesser of:
 - (a) the **actual cash value** of the stolen or damaged property; or
 - (b) the amount necessary to repair or replace the property; or
 - (c) the amount shown in the Declarations.
- (2) **\$500** for any **trailer** not owned by **you** or a **relative**.

The cost of repair or replacement is based upon one of the following:

- (1) the cost of repair or replacement agreed upon by **you** and **us**;
- (2) a competitive bid approved by **us**; or
- (3) an estimate written based upon the prevailing competitive price. The prevailing competitive price means prices charged by a majority of the repair market in the area where the car is to be repaired as determined by a survey made by **us**. If **you** ask, **we** will identify some facilities that will perform the repairs at the prevailing competitive price. **We** will include in the estimate parts sufficient to restore the vehicle to its preloss condition.

Payment for **loss** is reduced by any deductible shown in the Declarations.

AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY

ARKANSAS AUTOMOBILE AMENDATORY ENDORSEMENT

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

- I. Under **POLICY AGREEMENT, COMMON CAUSE OF LOSS DEDUCTIBLE** is deleted and replaced with the following:

COMMON CAUSE OF LOSS DEDUCTIBLE

If you incur loss to your property covered under this policy and any other covered property owned by you, from a common cause of loss, we will apply only the highest applicable deductible to the aggregate amount of property damages. If the covered property owned by you is a motor vehicle, the loss must be covered under the motor vehicle's Coverage D – Comprehensive Coverage. Common cause of loss is one occurrence which results in loss to more than one item of covered property owned by you. The properties incurring loss by a common cause of loss must be covered by this policy and another policy that includes a Common Cause of Loss Deductible provision which is issued by American National Property And Casualty Company.

This provision does not apply if the common cause of loss results from the peril of earthquake.

- II. Under **PART I – LIABILITY**, the following revisions are made:

- A. Under **ADDITIONAL PAYMENTS**, the following revisions are made:

1. Item (5) is deleted and replaced with the following:

(5) Loss of earnings up to \$200 a day, but not other income, when **we** ask an **insured person** to help **us** investigate or defend any claim or suit;

2. Item (6) is deleted and replaced with the following:

(6) expenses incurred by the **insured** for first aid to others at the time of the accident because of **bodily injury** covered by this Part; and

- III. Under **PART III – CAR DAMAGE**, the following revisions are made:

- A. The paragraph **COVERAGE I – TOWING AND LABOR COSTS OR WINDSHIELD REPAIR** is deleted and replaced with the following:

COVERAGE I – TOWING AND LABOR COSTS OR WINDSHIELD REPAIR

We agree to pay up to the amount shown in the Declarations for:

- (1) towing and labor costs incurred each time **your insured car** is disabled; or
(2) windshield repairs which do not require replacement of the glass.

The labor for towing and labor costs must be performed at the place of disablement. The towing of **your insured car** when it is disabled must be to the nearest location where the required repairs can be made.

- B. Under **LIMITS OF LIABILITY**, item (3) in the second paragraph is deleted and replaced with the following:

(3) an estimate written based upon the prevailing competitive price. The prevailing competitive price means prices charged by a majority of the repair market in the area where the car is to be repaired as determined by a survey made by **us**. If **you** ask, **we** will identify some facilities that will perform the repairs at the prevailing competitive price. **We** will include in the estimate parts sufficient to restore the vehicle to its preloss condition. **You** agree with **us** that such parts may include either parts furnished by the vehicle's manufacturer or parts from other sources including nonoriginal equipment manufacturers.

C. Under **LIMITS OF LIABILITY**, the following paragraph is added:

IN THE REPAIR OF **YOUR** COVERED MOTOR VEHICLE UNDER THE PHYSICAL DAMAGE COVERAGE PROVISIONS OF THIS POLICY, **WE** MAY REQUIRE OR SPECIFY THE USE OF MOTOR VEHICLE PARTS NOT MADE BY THE ORIGINAL MANUFACTURER. THESE PARTS ARE REQUIRED TO BE AT LEAST EQUAL IN TERMS OF FIT, QUALITY, PERFORMANCE, AND WARRANTY TO THE ORIGINAL MANUFACTURER PARTS THEY REPLACE.

IV. In **PART IV – UNINSURED MOTORIST AND UNDERINSURED MOTORIST COVERAGES**, under **ADDITIONAL DEFINITIONS USED IN COVERAGE J ONLY**, definition (3), “Property Damage” is deleted and replaced with the following:

(3) “**Property damage**” means damage to **your insured car**, including a reasonable allowance for loss of its use.

V. Under **PART V – GENERAL CONDITIONS**, in item 10. **CANCELLATION OR NONRENEWAL OF THIS POLICY**, the following revisions are made:

A. The second paragraph is deleted and replaced with the following:

We may cancel by mailing notice of cancellation to **you** at the address shown in the Declarations or by delivering the notice:

- (1) not less than 10 days prior to the effective date of cancellation for nonpayment of premium; or
- (2) not less than 20 days prior to the effective date of cancellation for any other circumstance.

B. The fourth paragraph is deleted and replaced with the following:

We will mail to **you** at the address shown in the Declarations or deliver to **you** notice of nonrenewal not less than 30 days before the end of the policy period, if **we** decide not to renew or continue this policy.

EXCEPT AS AMENDED BY THIS ENDORSEMENT, ALL OTHER TERMS AND CONDITIONS OF YOUR POLICY CONTINUE TO APPLY.

AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY
AMERICAN NATIONAL GENERAL INSURANCE COMPANY

ADDITIONAL INTEREST ENDORSEMENT
JOINT OWNERSHIP

Joint Owner:

It is agreed that coverage for the **joint owner** (designated above) shall apply under PART I – LIABILITY of this policy only to the extent of the **joint owner's** liability for **bodily injury** or **property damage** arising out of the covered acts or omissions of:

- (a) **you** or a **relative**; or
- (b) any other person using **your insured car** with **your** permission and within the scope of **your** permission.

It is further agreed that coverage for the **joint owner** with respect to **your insured car** shall apply under PART III – CAR DAMAGE, to the extent of the **joint owner's** interest at the time of **loss**.

As used in this endorsement, **joint owner** means a person other than **you** or a **relative** that is listed on the title of **your insured car**.

We will provide the **joint owner** the same advance notice of cancellation as is given **you**.

No coverage beyond that specified in this endorsement shall be available or apply to the **joint owner** of **your insured car** under this policy.

Nothing under this endorsement shall operate to multiply, expand or increase the limits of coverage under this policy.

All other terms and provisions of **your** policy remain unchanged.

AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY
AMERICAN NATIONAL GENERAL INSURANCE COMPANY

ADDITIONAL INTEREST ENDORSEMENT
LESSOR

Lessor:

It is agreed that coverage for the Lessor (designated above) of a **leased automobile** insured under this policy as **your insured car** shall apply under PART I – LIABILITY only to the extent of the Lessor's liability for **bodily injury** or **property damage** arising out of the covered acts or omissions of:

- (a) **you** or a **relative**; or
- (b) any other person using **your insured car** with your permission and within the scope of your permission.

It is further agreed that coverage for the Lessor shall apply under PART III – CAR DAMAGE of this policy to the extent of the Lessor's interest at the time of **loss**.

For purposes of this endorsement, a **leased automobile** means:

- (a) an automobile shown in the Declarations which is leased by **you** for a continuous period of at least six months under a written agreement which requires **you** to provide primary insurance coverage to protect the interests of the Lessor in **your insured car**; and
- (b) any substitute or replacement automobile furnished by the Lessor named in this endorsement.

We will provide the Lessor the same advance notice of cancellation as is given **you**.

No coverage beyond that specified in this endorsement shall be available or apply to the Lessor of **your insured car** under this policy.

Nothing under this endorsement shall operate to multiply, expand or increase the limits of coverage under this policy.

All other terms and provisions of **your** policy remain unchanged.

AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY

ARKANSAS RECREATIONAL VEHICLE AMENDATORY ENDORSEMENT

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

- I. Under **AGREEMENT, COMMON CAUSE OF LOSS DEDUCTIBLE** is deleted and replaced with the following:

COMMON CAUSE OF LOSS DEDUCTIBLE

If you incur loss to your property covered under this policy and any other covered property owned by you, from a common cause of loss, we will apply only the highest applicable deductible to the aggregate amount of property damages. If the covered property owned by you is a motor vehicle, the loss must be covered under the motor vehicle's Coverage D – Comprehensive Coverage. Common cause of loss is one occurrence which results in loss to more than one item of covered property owned by you. The properties incurring loss by a common cause of loss must be covered by this policy and another policy that includes a Common Cause of Loss Deductible provision which is issued by American National Property And Casualty Company.

This provision does not apply if the common cause of loss results from the peril of earthquake.

- II. Under **DEFINITIONS USED THROUGHOUT THIS POLICY**, the following revisions are made:
- A. Definition 6. "**Recreational Vehicle**" means a vehicle and its equipment designed for recreational use which is not:

- (a) licensed for use on public roads; or
- (b) used primarily on water.

Recreational vehicles may include golfmobiles, snowmobiles, dune buggies, all-terrain vehicles, minibikes, or trail bikes.

- B. Definition 9. "**Trailer**" is deleted and replaced with the following:

9. "**Trailer**" means a vehicle, cutter or sled designed to be towed by a recreational vehicle.

- III. Under **PART I – LIABILITY**, the following revisions are made:

- A. Under **ADDITIONAL PAYMENTS**, the following revisions are made:

1. Item (5) is deleted and replaced with the following:

(5) Loss of earnings up to \$200 a day, but not other income, when **we** ask **you** to help **us** investigate or defend any claim or suit.

2. Item (6) is deleted and replaced with the following:

(6) expenses incurred by the **insured** for first aid to others at the time of the accident because of **bodily injury** covered by this PART.

- IV. Under **PART III – VEHICLE DAMAGE**, the following revisions are made:

- A. Under **LIMITS OF LIABILITY**, item (3) in the second paragraph is deleted and replaced with the following:

(3) an estimate written based upon the prevailing competitive price. The prevailing competitive price means prices charged by a majority of the repair market in the area where the car is to be repaired as determined by a survey made by **us**. If **you** ask, **we** will identify some facilities that will perform the repairs at the prevailing competitive price. **We** will include in the estimate parts sufficient to restore the vehicle to its preloss condition. **You** agree with **us** that such parts may include either parts furnished by the vehicle's manufacturer or parts from other sources including nonoriginal equipment manufacturers.

B. Under **LIMITS OF LIABILITY**, the following paragraph is added:

IN THE REPAIR OF **YOUR** COVERED MOTOR VEHICLE UNDER THE PHYSICAL DAMAGE COVERAGE PROVISIONS OF THIS POLICY, **WE** MAY REQUIRE OR SPECIFY THE USE OF MOTOR VEHICLE PARTS NOT MADE BY THE ORIGINAL MANUFACTURER. THESE PARTS ARE REQUIRED TO BE AT LEAST EQUAL IN TERMS OF FIT, QUALITY, PERFORMANCE, AND WARRANTY TO THE ORIGINAL MANUFACTURER PARTS THEY REPLACE.

V. Under **PART IV – GENERAL PROVISIONS**, in item 9. **CANCELLATION OR NONRENEWAL OF THIS POLICY**, the first three paragraphs are deleted and replaced with the following:

You may cancel this policy by returning it to **us** or by advising **us** in writing when at a future date the cancellation is to be effective.

We may cancel by mailing notice of cancellation to **you** at the address shown in the Declarations or by delivering the notice:

- (1) not less than 10 days prior to the effective date of cancellation for nonpayment of premium; or
- (2) not less than 20 days prior to the effective date of cancellation for any other circumstance.

If this policy has been in effect for 60 days or is a continuation or renewal policy, **we** may cancel only for those reasons allowed by law.

We will mail to **you** at the address shown in the Declarations or deliver to **you** notice of nonrenewal not less than 30 days before the end of the policy period, if **we** decide not to renew or continue this policy.

EXCEPT AS AMENDED BY THIS ENDORSEMENT, ALL OTHER TERMS AND CONDITIONS OF YOUR POLICY CONTINUE TO APPLY.

AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY

ARKANSAS MOTORCYCLE AMENDATORY ENDORSEMENT

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

- I. Under **POLICY AGREEMENT, COMMON CAUSE OF LOSS DEDUCTIBLE** is deleted and replaced with the following:

COMMON CAUSE OF LOSS DEDUCTIBLE

If you incur loss to your property covered under this policy and any other covered property owned by you, from a common cause of loss, we will apply only the highest applicable deductible to the aggregate amount of property damages. If the covered property owned by you is a motor vehicle, the loss must be covered under the motor vehicle's Coverage D – Comprehensive Coverage. Common cause of loss is one occurrence which results in loss to more than one item of covered property owned by you. The properties incurring loss by a common cause of loss must be covered by this policy and another policy that includes a Common Cause of Loss Deductible provision which is issued by American National Property And Casualty Company.

This provision does not apply if the common cause of loss results from the peril of earthquake.

- II. Under **PART I – LIABILITY**, the following revisions are made:

- A. Under **ADDITIONAL PAYMENTS**, the following revisions are made:

1. Item (5) is deleted and replaced with the following:

(5) Loss of earnings up to \$200 a day, but not other income, when **we** ask an **insured person** to help **us** investigate or defend any claim or suit:

2. Item (6) is deleted and replaced with the following:

(6) expenses incurred by the **insured** for first aid to others at the time of the accident because of **bodily injury** covered by this Part; and

- III. In **PART IV – UNINSURED MOTORIST AND UNDERINSURED MOTORIST COVERAGES**, under **ADDITIONAL DEFINITIONS USED IN COVERAGE J ONLY**, definition (3), “Property damage” is deleted and replaced with the following:

(3) “**Property damage**” means damage to **your insured motorcycle**, including a reasonable allowance for loss of its use.

- IV. Under **PART V – GENERAL CONDITIONS**, in item 10. **CANCELLATION OR NONRENEWAL OF THIS POLICY**, the following revisions are made:

- A. The second paragraph is deleted and replaced with the following:

We may cancel by mailing notice of cancellation to **you** at the address shown in the Declarations or by delivering the notice:

- (1) not less than 10 days prior to the effective date of cancellation for nonpayment of premium; or
(2) not less than 20 days prior to the effective date of cancellation for any other circumstance.

- B. The fourth paragraph is deleted and replaced with the following:

We will mail to **you** at the address shown in the Declarations or deliver to **you** notice of nonrenewal not less than 30 days before the end of the policy period, if **we** decide not to renew or continue this policy.

EXCEPT AS AMENDED BY THIS ENDORSEMENT, ALL OTHER TERMS AND CONDITIONS OF YOUR POLICY CONTINUE TO APPLY.

**AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY
AMERICAN NATIONAL GENERAL INSURANCE COMPANY**

**ADDITIONAL INTEREST ENDORSEMENT
NON-OWNED CAR OWNED BY A BUSINESS**

Name of **Owner** (Business Name):

It is agreed that coverage for the **owner** (designated above) of **your insured car** shall apply under PART I – LIABILITY of this policy only to the extent of the **owner's** liability for **bodily injury** or **property damage** arising out of the acts or omissions of:

- (a) **you** or a **relative**; or
- (b) any other person using **your insured car** with **your** permission and within the scope of **your** permission.

It is further agreed that coverage for the **owner** of **your insured car** shall apply under PART III – CAR DAMAGE, to the extent of the **owner's** interest at the time of **loss**.

Defined Terms Used in this Endorsement

- (1) "**Non-owned car**" means a private passenger car or trailer not owned by **you** or a **relative**, other than a **temporary substitute car**.
- (2) "**Owner**" means a party or entity named on the title of **your insured car**, other than **you** or a **relative**.

We will provide the **owner** of **your insured car** the same advance notice of cancellation as is given **you**.

No coverage beyond that specified in this endorsement shall be available or apply to the **owner** of **your insured car** under this policy.

Nothing under this endorsement shall operate to multiply, expand or increase the limits of coverage under this policy.

All other terms and provisions of **your** policy remain unchanged.

**AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY
AMERICAN NATIONAL GENERAL INSURANCE COMPANY**

**ADDITIONAL INTEREST ENDORSEMENT
INTERESTED PARTY**

Interested Party:

It is agreed that coverage for the Interested Party (designated above) shall apply under PART I – LIABILITY of this policy only to the extent that the Interested Party is vicariously liable or otherwise answerable for bodily injury or property damage arising out of **your** covered acts or omissions.

We will provide the Interested Party the same advance notice of cancellation as is given **you**.

No coverage beyond that specified in this endorsement shall be available or apply to the Interested Party.

Nothing under this endorsement shall operate to multiply, expand or increase the limits of coverage under this policy.

All other terms and provisions of **your** policy remain unchanged.

**AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY
AMERICAN NATIONAL GENERAL INSURANCE COMPANY
RECREATIONAL VEHICLE
UNINSURED MOTORIST AND UNDERINSURED MOTORIST COVERAGES
ARKANSAS**

COVERAGE J – UNINSURED MOTORIST COVERAGE

We will pay damages for **bodily injury** which an **insured person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle**. The **bodily injury** must be caused by accident and result from the ownership, maintenance, or use of the vehicle.

Determination whether an **insured person** is legally entitled to recover damages or the amount of damages shall be made by agreement between that person and **us**.

If suit is brought to determine legal liability or damages without **our** written consent, **we** are not bound by the resulting judgment.

ADDITIONAL DEFINITIONS USED IN COVERAGE J ONLY

As used in this Part:

- (1) "**Insured person**" means:
 - (a) **you** or a **relative**;
 - (b) any other person while **occupying your insured vehicle** if such use is within the scope of **your** permission; or
 - (c) **you** or a **relative** while **occupying a recreational vehicle** not owned by **you**, provided **you** are driving the non-owned **recreational vehicle** and the use is with the permission of the owner and within the scope of such permission.

- (2) "**Motor vehicle**" means a land motor vehicle or a trailer but does not mean a vehicle or a trailer:
 - (a) which is a farm type tractor or equipment designed for use principally off public roads, while not on public roads; or
 - (b) located for use as a residence or premises.

- (3) "**Uninsured motor vehicle**" means a **motor vehicle**, the ownership, maintenance or use of which is:
 - (a) not insured by a **bodily injury** liability bond or policy at the time of the accident;
 - (b) insured by a liability bond or policy at the time of the accident which provides **bodily injury** liability limits less than the minimum **bodily injury** liability limits required by the financial responsibility law of the state in which **your insured vehicle** is principally garaged;
 - (c) insured by a **bodily injury** liability bond or policy at the time of the accident but the insurer;
 - (i) denies coverage; or
 - (ii) is or becomes insolvent and there is no coverage available from any state, provincial, or association guaranty fund; or
 - (d) a **hit-and-run vehicle** whose operator or owner is unknown and, with or without physical contact, causes an accident involving:
 - (i) **you** or a **relative**;
 - (ii) a vehicle which **you** or a **relative** are **occupying**; or
 - (iii) **your insured vehicle**.

If the **hit-and-run vehicle** caused the injury without physical contact with the **insured person** or the vehicle the **insured person** was **occupying**, the facts of the accident must be supported by an eyewitness to the accident other than a person having an uninsured motorist claim. We have a right to inspect the vehicle the **insured person** was **occupying** at the time of the accident.

"Uninsured motor vehicle" does not mean a vehicle:

- (a) insured under the liability coverage of this policy;
- (b) owned by or furnished or available for the regular use of **you** or a **relative**;
- (c) owned or operated by a self-insurer as contemplated by a financial responsibility law, motor carrier law, or similar law; or
- (d) owned by a governmental unit or agency.

(4) "**Hit-and-run vehicle**" means a **motor vehicle** whose owner or operator cannot be identified, and which hits, or causes an accident without hitting, the **insured person** or a **motor vehicle** the **insured person** is **occupying**.

EXCLUSIONS USED IN COVERAGE J ONLY

There is no coverage under COVERAGE J – UNINSURED MOTORIST:

- (1) for **bodily injury** to an **insured person** while **occupying**, or when struck by, a motor vehicle owned by **you** or a **relative** for which insurance is not afforded under this Part;
- (2) if any **insured person** or the legal representative of any **insured person** makes a settlement without **our** written consent;
- (3) while **occupying your insured vehicle** while it is used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools;
- (4) for **punitive** or exemplary damages;
- (5) to the extent it benefits:
 - (a) any insurer or self-insurer under any workers' compensation law, disability benefits law or similar law; or
 - (b) any governmental body or agency.

LIMITS OF LIABILITY USED IN COVERAGE J ONLY

The limits of liability shown in the Declarations apply, subject to the following:

- (1) the limit of "each person" is the maximum **we** will pay as damages for **bodily injury** to one person in one accident, including damages for care and loss of services or consortium;
- (2) subject to the limit for "each person," the limit for "each accident" is the maximum **we** will pay as damages for **bodily injury** to two or more persons in one accident, including damages for care and loss of services or consortium;

We will pay no more than these maximums regardless of the number of vehicles described in the Declarations, **insured persons**, claims, claimants, policies, or vehicles involved in the accident.

Amounts payable will be reduced by:

- (1) a payment made by the owner or operator of the **uninsured motor vehicle** or organization which may be legally liable; and
- (2) a payment under the Liability Coverage of this policy; and
- (3) a payment made or amount payable because of the **bodily injury** under any workers' compensation law, disability benefits law or similar law.

OTHER INSURANCE USED IN COVERAGE J ONLY

- (1) If the **insured person** sustains **bodily injury** as a pedestrian or while occupying a temporary substitute **vehicle** or a **recreational vehicle** not owned by **you**, this coverage applies as excess over any other **uninsured motor vehicle** coverage.
- (2) If there is other similar insurance on a loss covered by this Part, **we** will pay **our** proportionate share of the loss as **our** limit of liability bears to the total limits of all applicable similar insurance. But any insurance afforded under this part for a vehicle **you** do not own is excess over any other applicable similar insurance.

COVERAGE UIM – UNDERINSURED MOTORIST COVERAGE

We will pay damages for **bodily injury** which an **insured person** is legally entitled to recover from the owner or operator of an **underinsured motor vehicle**. **Bodily Injury** must be caused by accident and must arise out of the ownership, maintenance, or use of the **underinsured motor vehicle**.

We will pay under this coverage only after the limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgments or settlements.

ADDITIONAL DEFINITIONS USED IN COVERAGE UIM ONLY

As used in this Part:

(1) "**Insured person**" means:

- (a) **you** or a **relative**;
- (b) any other person while **occupying your insured vehicle**; or
- (c) any person for damages that person is entitled to recover because of **bodily injury to you, a relative**, or another occupant of **your insured vehicle**.

However, no person shall be considered an **insured person** if the person uses a vehicle without having sufficient reason to believe that the use is with permission.

(2) "**Motor vehicle**" means a land **motor vehicle** or a trailer but does not mean a vehicle:

- (a) which is a farm type tractor or equipment designed for use principally off public roads, while not on public roads; or
- (b) located for use as a residence or premises.

(3) "**Underinsured motor vehicle**" means a land **motor vehicle** for which there is a **bodily injury** liability policy or bond applicable at the time of the accident and the amount of insurance or bond is less than the amount of the damages incurred by the insured.

However, "**underinsured motor vehicle**" does not include any vehicle:

- (a) which is insured under PART I – LIABILITY of this policy;
- (b) owned by or furnished or available for the regular use of **you** or a **relative**;
- (c) owned by any governmental unit or agency;
- (d) owned or operated by a self-insurer as contemplated by any financial responsibility law, motor carrier law, or similar law; or
- (e) which is insured by a **bodily injury** liability bond or policy at the time of the accident, but the bonding or insuring company denies coverage or is or becomes insolvent.

EXCLUSIONS USED IN COVERAGE UIM ONLY

This coverage does not apply to:

- (1) **bodily injury** sustained by a person while **occupying a motor vehicle** owned by **you** or a **relative** for which insurance is not afforded under this Part, or through being struck by the motor vehicle;
- (2) **bodily injury** sustained by a person if that person or the legal representative of that person makes a settlement without **our** written consent;
- (3) **bodily injury** sustained by a person while **occupying your insured vehicle** when used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools; or
- (4) **punitive** or exemplary damages.

This coverage shall not apply directly or indirectly to the benefit of any insurer or self-insurer under any workers' compensation or disability benefits law, or any similar law.

LIMITS OF LIABILITY USED IN COVERAGE UIM ONLY

The limits of liability shown in the Declarations apply, subject to the following:

- (1) The limit of "each person" is the maximum for **bodily injury** sustained by one person in any one accident.
- (2) Subject to the limit for "each person," the limit for "each accident" is the maximum for **bodily injury** sustained by two or more persons in any one accident.

We will pay no more than these maximums regardless of the number of vehicles described in the Declarations, **insured persons**, claims, claimants or policies, or vehicles involved in the accident.

Any amounts payable will be reduced by:

- (1) any payment made by the owner or operator of the **underinsured motor vehicle** or organization which may be legally liable;
- (2) any payment made under the Liability Coverage or Uninsured Motorist Coverage of this policy; and
- (3) any payment made or amount payable because of the **bodily injury** under any workers' compensation law, disability benefits law, or similar law.

OTHER INSURANCE USED IN COVERAGE UIM ONLY

If there is other applicable similar insurance on a loss covered by this Part, **we** will pay only that proportionate share of the loss that **our** limit of liability bears to the total limits of all applicable similar insurance. But, any insurance afforded under this Part for a vehicle **you** do not own is excess over any other applicable similar insurance.

AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY
AMERICAN NATIONAL GENERAL INSURANCE COMPANY
RECREATIONAL VEHICLE

SELECTION OR REJECTION OF UNINSURED AND UNDERINSURED MOTORIST COVERAGES
ARKANSAS

In American National General Insurance Company's offer of Uninsured Motorist and Underinsured Motorist Coverages, the named insured elects to purchase the indicated coverages:

(Please check applicable blocks for each coverage listed below:)

I. UNINSURED MOTORIST BODILY INJURY COVERAGE*

Uninsured Motorist Bodily Injury Coverage protects an insured person for bodily injury caused by a liable motorist who is not insured by a bodily injury liability bond or policy at the time of the accident, or whose bodily injury liability limits are less than the minimum limits required by the financial responsibility law of the state in which your insured vehicle is principally garaged, or a hit-and-run vehicle whose operator or owner is unknown, or who has a bodily injury liability bond at the time of the accident, but the insurer denies coverage or has become insolvent.

The following Uninsured Motorist Liability Limits are available under our insurance policy. PLEASE BE ADVISED UNINSURED MOTORIST BODILY INJURY LIMITS ARE AVAILABLE UP TO THE BODILY INJURY LIABILITY LIMITS FOR WHICH YOU APPLIED. (Limits in Thousands **unless otherwise noted**)

- | | | | |
|--------------------------|---|--------------------------|-----------------------|
| <input type="checkbox"/> | Same as regular Bodily Injury Liability Limits | <input type="checkbox"/> | \$300/500 |
| <input type="checkbox"/> | \$25/50 | <input type="checkbox"/> | \$500/500 |
| <input type="checkbox"/> | \$50/100 | <input type="checkbox"/> | \$500/1 Million |
| <input type="checkbox"/> | \$100/300 | <input type="checkbox"/> | \$1 Million/1 Million |
| <input type="checkbox"/> | \$250/500 | | |
| <input type="checkbox"/> | I do not desire to purchase Uninsured Motorist Bodily Injury Coverage. | | |

* Limits selected cannot exceed regular Bodily Injury Liability Limits.

II. UNDERINSURED MOTORIST BODILY INJURY COVERAGE****

Underinsured Motorist Coverage protects an insured person for bodily injury caused by a motorist of an insured motor vehicle whose bodily injury limits are less than the amount of damages incurred by the insured. (Limits in Thousands **unless otherwise noted**)

- | | | | |
|--------------------------|--|--------------------------|-----------------------|
| <input type="checkbox"/> | \$25/50 | <input type="checkbox"/> | \$300/500 |
| <input type="checkbox"/> | \$50/100 | <input type="checkbox"/> | \$500/500 |
| <input type="checkbox"/> | \$100/300 | <input type="checkbox"/> | \$500/1 Million |
| <input type="checkbox"/> | \$250/500 | <input type="checkbox"/> | \$1 Million/1 Million |
| <input type="checkbox"/> | I do not desire to purchase Underinsured Motorist Bodily Injury Coverage. | | |

- ****1. Uninsured Motorist Bodily Injury Coverage must be carried.
- ****2. Limits selected cannot exceed Uninsured Motorist Bodily Injury Limits.

I acknowledge that the coverages and options shown on this form have been explained to me. It is hereby agreed that my selections apply under this liability insurance policy and future renewals, replacements, or reinstatements of such policy. If I decide to select another option at some future time, I must advise my ANPAC® agent or the company in writing before the selection becomes effective.

Policy Number _____

Named Insured _____
(Please Print)

Date _____

Signature of Named Insured

Signature of Authorized Representative

(This form should be completed with the new business application or when adding or substituting a vehicle.)

**AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY
AMERICAN NATIONAL GENERAL INSURANCE COMPANY
ANPAC LOUISIANA INSURANCE COMPANY**

LEISURE VEHICLE AMENDATORY ENDORSEMENT

We agree to amend **your** policy as follows:

I. DEFINITIONS

A. The following definition is added:

"Leisure vehicle" means a vehicle used primarily for recreational purposes, with permanently installed facilities for cooking and/or eating and which is a:

- (a) self-propelled motor home;
- (b) travel trailer; or
- (c) camper trailer.

B. **"Your insured car"** is deleted and replaced by the following:

"Your insured car" means:

- (a) the vehicle described in the Declarations for which a premium charge is shown;
- (b) a **temporary substitute car**;
- (c) a vehicle **you** acquire during the policy period if it replaces a vehicle described in the Declarations. **You** must notify **us** within 30 days of its acquisition and pay **us** any additional premium due;
- (d) a vehicle **you** acquire during the policy period if it is an additional vehicle and **we** insure all **private passenger cars, utility vehicles, or leisure vehicles** owned by **you** on the date of **your** acquisition of the vehicle. **You** must notify **us** during the policy period and within 30 days after the date of acquisition of **your** election to make this and no other policy issued by **us** applicable to the vehicle and **you** must pay **us** any additional premium due.

II. In **PART III – CAR DAMAGE**, under **ADDITIONAL PAYMENTS** items A. and B. are deleted and replaced with the following:

(1) A. Car Rental Expense. **We** agree to reimburse **you** up to \$100 per day for expenses **you** incur in renting a temporary substitute car from a rental agency or garage when there is a **loss to your insured car** described in the Declarations which:

- (1) results in its withdrawal from normal use for more than 24 hours; and
- (2) is covered under PART III –CAR DAMAGE of this policy; and
- (3) occurs more than 50 miles from the principal garaging location.

Car Rental Expense is available when **your insured car** is not driveable due to the **loss** or when **you** leave it at a qualified repair facility for agreed repairs due to the **loss**.

B. Travel Expenses. When **your insured car** is involved in a **loss** and is not driveable due to the **loss** or when **you** leave it at a qualified repair facility for agreed repairs due to the **loss**, **we** will reimburse **you** for extra expenses for meals and lodging.

This coverage ends when the car is repaired or replaced, or **we** offer to pay for the **loss**, whichever occurs first.

The most **we** will pay for Car Rental Expense and Travel Expenses incurred by all persons is \$100 per day with a maximum of \$1,500 for any one occurrence.

III. In **PART III – CAR DAMAGE** under **EXCLUSIONS**, item (7) is hereby deleted.

All other provisions of this policy apply.

**AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY
AMERICAN NATIONAL GENERAL INSURANCE COMPANY
ANPAC LOUISIANA INSURANCE COMPANY**

FULL TIMER ENDORSEMENT

In return for payment of additional premium, it is agreed the policy is amended as follows:

<u>SCHEDULE</u>	
<u>Limits</u>	<u>Coverage</u>
\$25,000	Personal Liability Coverage per person (Coverage PL)
\$50,000	Personal Liability Coverage per occurrence (Coverage PL)
\$2,000	Medical Payments to Others (Coverage MP)

I. DEFINITIONS

The following Definition replaces the Leisure Vehicle Definition used in SA-1638, Leisure Vehicle Amendatory Endorsement:

“Leisure vehicle” means a vehicle with permanently installed facilities for cooking or eating and plumbing or refrigeration and which is a:

- (a) self-propelled motor home; or
- (b) travel trailer.

The following additional Definitions only apply to this endorsement:

(1) **“Described premises”** means:

- (a) the **leisure vehicle** shown in the Declarations while in use as a dwelling;
- (b) the land upon which the **leisure vehicle** rests while parked; and
- (c) the immediately adjacent areas that are under **your** exclusive control while the vehicle is parked.

(2) **“Insured location”** means:

- (a) the **described premises**;
- (b) any part of a premises not owned by **you** or a **relative** and where **you** or a **relative** are temporarily residing;
- (c) vacant land, other than farm land, owned by or rented to **you** or a **relative**; or
- (d) any part of a premises occasionally rented to **you** or a **relative** for other than business use.

(3) **“Occurrence”** means a sudden, unexpected and unintended event, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in **bodily injury** or **property damage**. An **occurrence** does not include a sudden, unexpected and unintended event arising out of the ownership, maintenance or use of **your insured car** or a **utility trailer**.

(4) **“Limit(s) of liability”** means the maximum amount **we** will pay for losses as a result of any one **occurrence**.

(5) **“Insured”** means you and the following residents of the **described premises**:

- (a) **your** relatives;
- (b) with respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by **you** or **your** relatives. A person or organization using or having custody of these animals or watercraft in the course of any **business**, or without permission of the owner is not an **insured**.

- (6) “**Business or business pursuits**” includes:
- (a) trade, profession, or occupation (which includes farming); or
 - (b) home day-care services (which includes one or more persons in **your** care at any one time, for which **you** receive any compensation). The following are not considered **business pursuits**:
 - (1) mutual exchange of home day-care services for which **you** receive no compensation; or
 - (2) providing home day-care services for a relative.
- (7) “**Fungus**” means any type or form of **fungus**, including mold, mildew, mycotoxins, spores, scents or byproducts produced or released by fungi.
- (8) “**Motor vehicle**” means:
- (a) a motorized land vehicle designed for travel on public roads or subject to **motor vehicle** registration. A motorized land vehicle in dead storage on an **insured location** is not a **motor vehicle**;
 - (b) a trailer or semitrailer designed for travel on public roads and subject to **motor vehicle** registration. A boat, camp, home, or **utility trailer** not being towed by or carried on a vehicle included in (8)(a) is not a **motor vehicle**;
 - (c) a motorized golf cart, snowmobile, or other motorized land vehicle owned by any **insured** and designed for recreational use off public roads, while off an **insured location**. A motorized golf cart while used for golfing purposes is not a **motor vehicle**; and
 - (d) any vehicle while being towed by or carried on a vehicle included in (8)(a), (8)(b), or (8)(c).
- (9) “**Pollutants**” means any solid, liquid, gaseous, or thermal irritant or contaminant, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

II. The following coverages are added:

COVERAGE PL – PERSONAL LIABILITY

We will pay, up to **our limits of liability**, all sums for which any **insured** is legally liable because of **bodily injury** or **property damage** caused by an **occurrence** covered by this endorsement. **We** will defend any suit, even if the suit is groundless, false, or fraudulent, provided the suit resulted from **bodily injury** or **property damage** not excluded under this coverage.

We will defend any suit or settle any claim for damages payable under this endorsement as **we** think proper. However, **our** obligation to defend any suit or claim ends when the amount **we** pay for damages resulting from the **occurrence** equals our **limits of liability**. We have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not covered under this endorsement.

COVERAGE MP – MEDICAL PAYMENTS TO OTHERS

We will pay the necessary medical expenses incurred or medically ascertained within three years from the date of an **occurrence** causing **bodily injury**. Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices, and funeral services. This coverage does not apply to **you** or regular residents of **your described premises**. As to others, this coverage applies only:

- (1) to a person on the **insured location** with the permission of any **insured**; or
- (2) to a person off the **insured location**, if the **bodily injury**:
 - (a) arises out of a condition on the **insured location**;
 - (b) is caused by the activities of any **insured**; or
 - (c) is caused by an animal owned by or in the care of any **insured**.

EXCLUSIONS APPLYING TO COVERAGE PL and/or COVERAGE MP

(1) **Coverage PL – Personal Liability and Coverage MP – Medical Payments to Others** do not apply to **bodily injury** or **property damage**:

- (A) which is expected or intended by any **insured** even if the actual injury or damage is different than expected or intended;
- (B) arising out of **business pursuits** of any **insured** or the rental or holding for rental of any part of any premises by an **insured**.

This exclusion does not apply to:

- (1) activities which are ordinarily incident to non-**business pursuits**;
- (2) the rental or holding for rental of a residence of yours:
 - (a) on an occasional basis for the exclusive use as a residence;
 - (b) in part, unless intended for use as a residence by more than two roomers or boarders; or
 - (c) in part, as an office, school, studio, or private garage; or
- (3) Coverage PL for the occasional or part-time **business pursuits** of any self-employed **insured** who is 19 years of age or younger;
- (C) arising out of the transmission of a communicable disease by any **insured**;
- (D) which results from sexual misconduct, whether any **insured** participated in committing any sexual misconduct or remained passive after having knowledge of any sexual misconduct. Sexual misconduct means physical or mental harassment or assault of a sexual nature against any person;
- (E) arising out of any act or omission of any **insured** as an officer or member of the board of directors of any corporation or other organization, except the acts of an unpaid volunteer director, officer, or trustee of a religious, charitable, or non-profit organization;
- (F) arising out of the rendering or failing to render professional services;
- (G) arising out of any premises owned by or rented to any **insured** which is not an **insured location**;
- (H) arising out of the ownership, maintenance, use, loading, or unloading of **motor vehicles** or all other motorized land conveyances, including any trailers, owned or operated by or rented or loaned to any **insured**.

This exclusion does not apply to a motorized land conveyance designed for assisting the handicapped or for the maintenance of an **insured location**, or a motorized golf cart while used for golfing purposes, including travel to and from a golf course, which is:

- (1) not designed for travel on public roads; and
- (2) not subject to **motor vehicle** registration;
- (I) arising out of the ownership, maintenance, use, loading, or unloading of a watercraft:
 - (1) owned by or rented to any **insured** if the watercraft has inboard or inboard-outboard motor power of more than 50 horsepower or is a sailing vessel, with or without auxiliary power, 26 feet or more in overall length;
 - (2) powered by one or more outboard motors with more than 25 total horsepower, owned by any **insured**; or
 - (3) designated as an air boat, air cushion, jet ski, or similar type of craft.

This exclusion does not apply while the watercraft is stored;

- (J) arising out of the ownership, maintenance, use, loading, or unloading of an aircraft, meaning any contrivance used or designated for navigation of or flight in the air, except model aircraft of the hobby variety not used or designated for the transportation of people or cargo;
- (K) arising out of the entrustment by any **insured** to any person of the following:
 - (1) an aircraft;
 - (2) a watercraft; or
 - (3) a **motor vehicle** or any other motorized land conveyance;

(L) arising out of statutorily imposed vicarious parental liability for the actions of a child or minor using:

- (1) an aircraft;
- (2) a watercraft; or
- (3) a **motor vehicle** or any other motorized land conveyance;

(M) caused directly or indirectly by war, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental;

(N) arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of **pollutants**.

This exclusion includes any liability imposed by law;

(O) caused by poisoning which includes but is not limited to:

- (1) the eating of paint that has lead or lead compounds in it;
- (2) the inhalation of paint that has lead or lead compounds in it; or
- (3) effects of radon or any other substance that emits radiation.

This exclusion includes any liability imposed by law;

(P) arising out of any criminal act committed by or at the direction of any **insured**; or

(Q) arising out of, caused by, contributed to, aggravated by or resulting from (whether directly or indirectly):

- (1) **fungus**;
- (2) rust, corrosion, wear and tear, deterioration or other characteristic or quality in the property that causes it to degenerate, damage, destroy or consume itself;
- (3) condensation, dampness of atmosphere, extremes of temperature; or
- (4) pollution or contamination.

This exclusion includes:

- (a) the cost of testing, monitoring, abating, mitigating, removing, remediating or disposing of any of the causes or conditions listed in items (1) through (4) above;
- (b) any supervision, instruction, disclosures, or failure to disclose, recommendations, warnings, or advice given, or which allegedly should have been given, in connection with **bodily injury** or **property damage** arising out of, resulting from, caused by, contributed to, or aggravated by, whether directly or indirectly, any of the causes or conditions listed in items (1) through (4) above; and
- (c) any obligation to share liability with or repay damages to another who must pay damages because of **bodily injury** or **property damage** of the type described in this exclusion.

This exclusion applies regardless of any other cause that contributed directly or indirectly, concurrently or in any sequence to the **bodily injury** or **property damage**.

(2) **Coverage PL – Personal Liability**, does not apply to:

(A) liability:

- (1) for **your** share of any loss assessment charged against all members of an association of property owners; or
- (2) under any other contract or agreement except those written contracts directly relating to the maintenance of the **insured location** not excluded in item (1) above or elsewhere in this policy;

(B) **property damage** to property owned by the **insured**;

(C) **property damage** to property rented to, occupied, or used by or in the care of the **insured**. This exclusion does not apply to **property damage** caused by fire, smoke, or explosion;

(D) **bodily injury** to any person eligible to receive any benefits:

- (1) required to be provided; or
- (2) voluntarily provided by the **insured** under any:
 - (a) workers' or workmen's compensation law;
 - (b) nonoccupational disability law; or
 - (c) occupational disease law;

(E) **bodily injury** or **property damage** for which any **insured** under this policy is also an **insured** under a nuclear energy liability policy; or would be an **insured** but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by:

- (1) American Nuclear Insurers;
- (2) Mutual Atomic Energy Liability Underwriters;
- (3) Nuclear Insurance Association of Canada; or
- (4) any of their successors;

(F) **bodily injury** to **you** and any **insured**;

(G) **punitive or exemplary damages**;

(H) liability imposed upon any **insured** by any governmental authority resulting from, consisting of, arising out of or in any way caused by:

- (1) **fungus**;
- (2) rust, corrosion, wear and tear, deterioration or other characteristic or quality in the property that causes it to degenerate, damage, destroy or consume itself;
- (3) condensation, dampness of atmosphere, extremes of temperature; or
- (4) pollution or contamination; or

(I) liability arising out of the sale or transfer of real or personal property, including but not limited to the following:

- (1) known or unknown property or structural defects;
- (2) known or unknown defects in plumbing, heating, air conditioning or electrical systems;
- (3) known or unknown soil conditions or drainage problems; or
- (4) concealment or misrepresentation of any known defects.

(3) **Coverage MP – Medical Payments to Others**, does not apply to **bodily injury**:

(A) to any person, eligible to receive any benefits required to be provided or voluntarily provided under any workers' or workmen's compensation, nonoccupational disability, or occupational disease law; or

(B) from any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

ADDITIONAL COVERAGES APPLYING TO COVERAGE PL and/or COVERAGE MP

We cover the following claim expenses in addition to the **limits of liability**:

- (1) expenses incurred by **us** and costs taxed against any **insured** in any suit **we** defend;
- (2) to the extent herein provided, premiums on appeal and attachment bonds required in a suit **we** defend. **We** will not pay the premium for an attachment bond that is more than **our limit of liability**. On appeal bonds, **we** will pay that part of the premium that **our Coverage PL limit of liability** bears to the amount of the bond. For example, if **our applicable limit of liability** is \$100,000, and the amount of the bond is \$1,000,000, **we** will pay 1/10th of the premium. **We** have no duty to apply for or furnish bonds;
- (3) reasonable expenses incurred by any **insured** at **our** request, including actual loss of earnings (but not loss of other income) up to \$200 per day for assisting **us** in the investigation or defense of any claim or suit; and

- (4) interest on the entire 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.

CONDITIONS APPLYING TO COVERAGE PL and/or COVERAGE MP

1. **Limits of Liability.** Regardless of the number of **insureds**, claims made, or persons injured, **our** total liability under Coverage PL for all damages resulting from any one **occurrence** shall not exceed \$25,000 for one person or \$50,000 for all persons.

Our total liability under Coverage MP for all medical expense payable for **bodily injury** to one person as the result of one accident shall not exceed \$2,000.
2. **Severability of Insurance.** This insurance applies separately to each **insured**. This condition shall not increase **our limits of liability** for any one **occurrence**.
3. **Duties After Loss.** In case of an accident or **occurrence**, the **insured** shall perform the following duties that apply. **You** shall cooperate with **us** in seeing that these duties are performed:
 - A. give written notice to **us** or **our** agent as soon as practicable, which sets forth:
 - (1) the identity of the policy and **insured**;
 - (2) reasonably available information on the time, place, and circumstances of the accident or **occurrence**; and
 - (3) names and addresses of any claimants and available witnesses;
 - B. forward to **us** every notice, demand, summons, or other process relating to the accident or **occurrence**;
 - C. at **our** request, assist in:
 - (1) making settlement;
 - (2) the enforcement of any right of contribution or indemnity against any person or organization who may be liable to any **insured**;
 - (3) the conduct of suits and attend hearings and trials; and
 - (4) securing and giving evidence and obtaining the attendance of witnesses;
 - D. the **insured** shall not, except at the **insured's** own cost, voluntarily make any payment, assume any obligation, or incur any expense other than for first aid to others at the time of the **bodily injury**; and
 - E. let **us** record **your** statements and submit to examinations under oath by any person named by **us** and sign the transcript of the examination.
4. **Duties of an Injured Person – Coverage MP – Medical Payments to Others.** The injured person or someone acting on behalf of the injured person shall:
 - A. give **us** written proof of claim, under oath if required, as soon as practicable;
 - B. execute authorization to allow **us** to obtain copies of medical reports and records; and
 - C. the injured person shall submit to physical examination by a physician selected by **us** when and as often as **we** may reasonably require.
5. **Payment of Claim – Coverage MP – Medical Payments to Others.** Payment under this coverage is not an admission of liability by any **insured** or **us**.
6. **Suit Against Us.** No action shall be brought against **us** unless there has been compliance with the policy provisions. No one shall have any right to join **us** as a party to any action against any **insured**. Further, no action with respect to Coverage PL shall be brought against **us** until the obligation of the **insured** has been determined by final judgment or agreement signed by **us**.
7. **Bankruptcy of any Insured.** Bankruptcy or insolvency of any **insured** shall not relieve **us** of any of **our** obligations under this policy.
8. **Other Insurance – Coverage PL – Personal Liability.** This insurance is excess over any other similar collectible insurance. However, if the other insurance is specifically written as excess insurance over this policy, the limits of this policy apply first.

All other policy provisions apply.

**AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY
AMERICAN NATIONAL GENERAL INSURANCE COMPANY
ANPAC LOUISIANA INSURANCE COMPANY**

FULL TIMER ENDORSEMENT

In return for payment of additional premium, it is agreed the policy is amended as follows:

<u>Limits</u>	<u>Coverage</u>
\$ 50,000	Personal Liability Coverage per person (Coverage PL)
\$100,000	Personal Liability Coverage per occurrence (Coverage PL)
\$2,000	Medical Payments to Others (Coverage MP)

SCHEDULE

I. DEFINITIONS

The following Definition replaces the Leisure Vehicle Definition used in SA-1638, Leisure Vehicle Amendatory Endorsement:

“Leisure vehicle” means a vehicle with permanently installed facilities for cooking or eating and plumbing or refrigeration and which is a:

- (a) self-propelled motor home; or
- (b) travel trailer.

The following additional Definitions only apply to this endorsement:

(1) **“Described premises”** means:

- (a) the **leisure vehicle** shown in the Declarations while in use as a dwelling;
- (b) the land upon which the **leisure vehicle** rests while parked; and
- (c) the immediately adjacent areas that are under **your** exclusive control while the vehicle is parked.

(2) **“Insured location”** means:

- (a) the **described premises**;
- (b) any part of a premises not owned by **you** or a **relative** and where **you** or a **relative** are temporarily residing;
- (c) vacant land, other than farm land, owned by or rented to **you** or a **relative**; or
- (d) any part of a premises occasionally rented to **you** or a **relative** for other than business use.

(3) **“Occurrence”** means a sudden, unexpected and unintended event, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in **bodily injury** or **property damage**. An **occurrence** does not include a sudden, unexpected and unintended event arising out of the ownership, maintenance or use of **your insured car** or a **utility trailer**.

(4) **“Limit(s) of liability”** means the maximum amount **we** will pay for losses as a result of any one **occurrence**.

(5) **“Insured”** means you and the following residents of the **described premises**:

- (a) **your** relatives;
- (b) with respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by **you** or **your** relatives. A person or organization using or having custody of these animals or watercraft in the course of any **business**, or without permission of the owner is not an **insured**.

- (6) “**Business or business pursuits**” includes:
- (a) trade, profession, or occupation (which includes farming); or
 - (b) home day-care services (which includes one or more persons in **your** care at any one time, for which **you** receive any compensation). The following are not considered **business pursuits**:
 - (1) mutual exchange of home day-care services for which **you** receive no compensation; or
 - (2) providing home day-care services for a relative.
- (7) “**Fungus**” means any type or form of **fungus**, including mold, mildew, mycotoxins, spores, scents or byproducts produced or released by fungi.
- (8) “**Motor vehicle**” means:
- (a) a motorized land vehicle designed for travel on public roads or subject to **motor vehicle** registration. A motorized land vehicle in dead storage on an **insured location** is not a **motor vehicle**;
 - (b) a trailer or semitrailer designed for travel on public roads and subject to **motor vehicle** registration. A boat, camp, home, or **utility trailer** not being towed by or carried on a vehicle included in (8)(a) is not a **motor vehicle**;
 - (c) a motorized golf cart, snowmobile, or other motorized land vehicle owned by any **insured** and designed for recreational use off public roads, while off an **insured location**. A motorized golf cart while used for golfing purposes is not a **motor vehicle**; and
 - (d) any vehicle while being towed by or carried on a vehicle included in (8)(a), (8)(b), or (8)(c).
- (9) “**Pollutants**” means any solid, liquid, gaseous, or thermal irritant or contaminant, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

II. The following coverages are added:

COVERAGE PL – PERSONAL LIABILITY

We will pay, up to **our limits of liability**, all sums for which any **insured** is legally liable because of **bodily injury** or **property damage** caused by an **occurrence** covered by this endorsement. **We** will defend any suit, even if the suit is groundless, false, or fraudulent, provided the suit resulted from **bodily injury** or **property damage** not excluded under this coverage.

We will defend any suit or settle any claim for damages payable under this endorsement as **we** think proper. However, **our** obligation to defend any suit or claim ends when the amount **we** pay for damages resulting from the **occurrence** equals our **limits of liability**. We have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not covered under this endorsement.

COVERAGE MP – MEDICAL PAYMENTS TO OTHERS

We will pay the necessary medical expenses incurred or medically ascertained within three years from the date of an **occurrence** causing **bodily injury**. Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices, and funeral services. This coverage does not apply to **you** or regular residents of **your described premises**. As to others, this coverage applies only:

- (1) to a person on the **insured location** with the permission of any **insured**; or
- (2) to a person off the **insured location**, if the **bodily injury**:
 - (a) arises out of a condition on the **insured location**;
 - (b) is caused by the activities of any **insured**; or
 - (c) is caused by an animal owned by or in the care of any **insured**.

EXCLUSIONS APPLYING TO COVERAGE PL and/or COVERAGE MP

(1) **Coverage PL – Personal Liability and Coverage MP – Medical Payments to Others** do not apply to **bodily injury** or **property damage**:

- (A) which is expected or intended by any **insured** even if the actual injury or damage is different than expected or intended;
- (B) arising out of **business pursuits** of any **insured** or the rental or holding for rental of any part of any premises by an **insured**.

This exclusion does not apply to:

- (1) activities which are ordinarily incident to non-**business pursuits**;
- (2) the rental or holding for rental of a residence of yours:
 - (a) on an occasional basis for the exclusive use as a residence;
 - (b) in part, unless intended for use as a residence by more than two roomers or boarders; or
 - (c) in part, as an office, school, studio, or private garage; or
- (3) Coverage PL for the occasional or part-time **business pursuits** of any self-employed **insured** who is 19 years of age or younger;
- (C) arising out of the transmission of a communicable disease by any **insured**;
- (D) which results from sexual misconduct, whether any **insured** participated in committing any sexual misconduct or remained passive after having knowledge of any sexual misconduct. Sexual misconduct means physical or mental harassment or assault of a sexual nature against any person;
- (E) arising out of any act or omission of any **insured** as an officer or member of the board of directors of any corporation or other organization, except the acts of an unpaid volunteer director, officer, or trustee of a religious, charitable, or non-profit organization;
- (F) arising out of the rendering or failing to render professional services;
- (G) arising out of any premises owned by or rented to any **insured** which is not an **insured location**;
- (H) arising out of the ownership, maintenance, use, loading, or unloading of **motor vehicles** or all other motorized land conveyances, including any trailers, owned or operated by or rented or loaned to any **insured**.

This exclusion does not apply to a motorized land conveyance designed for assisting the handicapped or for the maintenance of an **insured location**, or a motorized golf cart while used for golfing purposes, including travel to and from a golf course, which is:

- (1) not designed for travel on public roads; and
- (2) not subject to **motor vehicle** registration;
- (I) arising out of the ownership, maintenance, use, loading, or unloading of a watercraft:
 - (1) owned by or rented to any **insured** if the watercraft has inboard or inboard-outboard motor power of more than 50 horsepower or is a sailing vessel, with or without auxiliary power, 26 feet or more in overall length;
 - (2) powered by one or more outboard motors with more than 25 total horsepower, owned by any **insured**; or
 - (3) designated as an air boat, air cushion, jet ski, or similar type of craft.

This exclusion does not apply while the watercraft is stored;

- (J) arising out of the ownership, maintenance, use, loading, or unloading of an aircraft, meaning any contrivance used or designated for navigation of or flight in the air, except model aircraft of the hobby variety not used or designated for the transportation of people or cargo;
- (K) arising out of the entrustment by any **insured** to any person of the following:
 - (1) an aircraft;
 - (2) a watercraft; or
 - (3) a **motor vehicle** or any other motorized land conveyance;

(L) arising out of statutorily imposed vicarious parental liability for the actions of a child or minor using:

- (1) an aircraft;
- (2) a watercraft; or
- (3) a **motor vehicle** or any other motorized land conveyance;

(M) caused directly or indirectly by war, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental;

(N) arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of **pollutants**.

This exclusion includes any liability imposed by law;

(O) caused by poisoning which includes but is not limited to:

- (1) the eating of paint that has lead or lead compounds in it;
- (2) the inhalation of paint that has lead or lead compounds in it; or
- (3) effects of radon or any other substance that emits radiation.

This exclusion includes any liability imposed by law;

(P) arising out of any criminal act committed by or at the direction of any **insured**; or

(Q) arising out of, caused by, contributed to, aggravated by or resulting from (whether directly or indirectly):

- (1) **fungus**;
- (2) rust, corrosion, wear and tear, deterioration or other characteristic or quality in the property that causes it to degenerate, damage, destroy or consume itself;
- (3) condensation, dampness of atmosphere, extremes of temperature; or
- (4) pollution or contamination.

This exclusion includes:

- (a) the cost of testing, monitoring, abating, mitigating, removing, remediating or disposing of any of the causes or conditions listed in items (1) through (4) above;
- (b) any supervision, instruction, disclosures, or failure to disclose, recommendations, warnings, or advice given, or which allegedly should have been given, in connection with **bodily injury** or **property damage** arising out of, resulting from, caused by, contributed to, or aggravated by, whether directly or indirectly, any of the causes or conditions listed in items (1) through (4) above; and
- (c) any obligation to share liability with or repay damages to another who must pay damages because of **bodily injury** or **property damage** of the type described in this exclusion.

This exclusion applies regardless of any other cause that contributed directly or indirectly, concurrently or in any sequence to the **bodily injury** or **property damage**.

(2) **Coverage PL – Personal Liability**, does not apply to:

(A) liability:

- (1) for **your** share of any loss assessment charged against all members of an association of property owners; or
- (2) under any other contract or agreement except those written contracts directly relating to the maintenance of the **insured location** not excluded in item (1) above or elsewhere in this policy;

(B) **property damage** to property owned by the **insured**;

(C) **property damage** to property rented to, occupied, or used by or in the care of the **insured**. This exclusion does not apply to **property damage** caused by fire, smoke, or explosion;

(D) **bodily injury** to any person eligible to receive any benefits:

- (1) required to be provided; or
- (2) voluntarily provided by the **insured** under any:
 - (a) workers' or workmen's compensation law;
 - (b) nonoccupational disability law; or
 - (c) occupational disease law;

(E) **bodily injury** or **property damage** for which any **insured** under this policy is also an **insured** under a nuclear energy liability policy; or would be an **insured** but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by:

- (1) American Nuclear Insurers;
- (2) Mutual Atomic Energy Liability Underwriters;
- (3) Nuclear Insurance Association of Canada; or
- (4) any of their successors;

(F) **bodily injury** to **you** and any **insured**;

(G) **punitive or exemplary damages**;

(H) liability imposed upon any **insured** by any governmental authority resulting from, consisting of, arising out of or in any way caused by:

- (1) **fungus**;
- (2) rust, corrosion, wear and tear, deterioration or other characteristic or quality in the property that causes it to degenerate, damage, destroy or consume itself;
- (3) condensation, dampness of atmosphere, extremes of temperature; or
- (4) pollution or contamination; or

(I) liability arising out of the sale or transfer of real or personal property, including but not limited to the following:

- (1) known or unknown property or structural defects;
- (2) known or unknown defects in plumbing, heating, air conditioning or electrical systems;
- (3) known or unknown soil conditions or drainage problems; or
- (4) concealment or misrepresentation of any known defects.

(3) **Coverage MP – Medical Payments to Others**, does not apply to **bodily injury**:

(A) to any person, eligible to receive any benefits required to be provided or voluntarily provided under any workers' or workmen's compensation, nonoccupational disability, or occupational disease law; or

(B) from any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

ADDITIONAL COVERAGES APPLYING TO COVERAGE PL and/or COVERAGE MP

We cover the following claim expenses in addition to the **limits of liability**:

- (1) expenses incurred by **us** and costs taxed against any **insured** in any suit **we** defend;
- (2) to the extent herein provided, premiums on appeal and attachment bonds required in a suit **we** defend. **We** will not pay the premium for an attachment bond that is more than **our limit of liability**. On appeal bonds, **we** will pay that part of the premium that **our Coverage PL limit of liability** bears to the amount of the bond. For example, if **our applicable limit of liability** is \$100,000, and the amount of the bond is \$1,000,000, **we** will pay 1/10th of the premium. **We** have no duty to apply for or furnish bonds;
- (3) reasonable expenses incurred by any **insured** at **our** request, including actual loss of earnings (but not loss of other income) up to \$200 per day for assisting **us** in the investigation or defense of any claim or suit; and

- (4) interest on the entire 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.

CONDITIONS APPLYING TO COVERAGE PL and/or COVERAGE MP

1. **Limits of Liability.** Regardless of the number of **insureds**, claims made, or persons injured, **our** total liability under Coverage PL for all damages resulting from any one **occurrence** shall not exceed \$50,000 for one person or \$100,000 for all persons.

Our total liability under Coverage MP for all medical expense payable for **bodily injury** to one person as the result of one accident shall not exceed \$2,000.
2. **Severability of Insurance.** This insurance applies separately to each **insured**. This condition shall not increase **our limits of liability** for any one **occurrence**.
3. **Duties After Loss.** In case of an accident or **occurrence**, the **insured** shall perform the following duties that apply. **You** shall cooperate with **us** in seeing that these duties are performed:
 - A. give written notice to **us** or **our** agent as soon as practicable, which sets forth:
 - (1) the identity of the policy and **insured**;
 - (2) reasonably available information on the time, place, and circumstances of the accident or **occurrence**; and
 - (3) names and addresses of any claimants and available witnesses;
 - B. forward to **us** every notice, demand, summons, or other process relating to the accident or **occurrence**;
 - C. at **our** request, assist in:
 - (1) making settlement;
 - (2) the enforcement of any right of contribution or indemnity against any person or organization who may be liable to any **insured**;
 - (3) the conduct of suits and attend hearings and trials; and
 - (4) securing and giving evidence and obtaining the attendance of witnesses;
 - D. the **insured** shall not, except at the **insured's** own cost, voluntarily make any payment, assume any obligation, or incur any expense other than for first aid to others at the time of the **bodily injury**; and
 - E. let **us** record **your** statements and submit to examinations under oath by any person named by **us** and sign the transcript of the examination.
4. **Duties of an Injured Person – Coverage MP – Medical Payments to Others.** The injured person or someone acting on behalf of the injured person shall:
 - A. give **us** written proof of claim, under oath if required, as soon as practicable;
 - B. execute authorization to allow **us** to obtain copies of medical reports and records; and
 - C. the injured person shall submit to physical examination by a physician selected by **us** when and as often as **we** may reasonably require.
5. **Payment of Claim – Coverage MP – Medical Payments to Others.** Payment under this coverage is not an admission of liability by any **insured** or **us**.
6. **Suit Against Us.** No action shall be brought against **us** unless there has been compliance with the policy provisions. No one shall have any right to join **us** as a party to any action against any **insured**. Further, no action with respect to Coverage PL shall be brought against **us** until the obligation of the **insured** has been determined by final judgment or agreement signed by **us**.
7. **Bankruptcy of any Insured.** Bankruptcy or insolvency of any **insured** shall not relieve **us** of any of **our** obligations under this policy.
8. **Other Insurance – Coverage PL – Personal Liability.** This insurance is excess over any other similar collectible insurance. However, if the other insurance is specifically written as excess insurance over this policy, the limits of this policy apply first.

All other policy provisions apply.

**AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY
AMERICAN NATIONAL GENERAL INSURANCE COMPANY
ANPAC LOUISIANA INSURANCE COMPANY**

FULL TIMER ENDORSEMENT

In return for payment of additional premium, it is agreed the policy is amended as follows:

<u>SCHEDULE</u>	
<u>Limits</u>	<u>Coverage</u>
\$100,000	Personal Liability Coverage per person (Coverage PL)
\$300,000	Personal Liability Coverage per occurrence (Coverage PL)
\$2,000	Medical Payments to Others (Coverage MP)

I. DEFINITIONS

The following Definition replaces the Leisure Vehicle Definition used in SA-1638, Leisure Vehicle Amendatory Endorsement:

“Leisure vehicle” means a vehicle with permanently installed facilities for cooking or eating and plumbing or refrigeration and which is a:

- (a) self-propelled motor home; or
- (b) travel trailer.

The following additional Definitions only apply to this endorsement:

(1) **“Described premises”** means:

- (a) the **leisure vehicle** shown in the Declarations while in use as a dwelling;
- (b) the land upon which the **leisure vehicle** rests while parked; and
- (c) the immediately adjacent areas that are under **your** exclusive control while the vehicle is parked.

(2) **“Insured location”** means:

- (a) the **described premises**;
- (b) any part of a premises not owned by **you** or a **relative** and where **you** or a **relative** are temporarily residing;
- (c) vacant land, other than farm land, owned by or rented to **you** or a **relative**; or
- (d) any part of a premises occasionally rented to **you** or a **relative** for other than business use.

(3) **“Occurrence”** means a sudden, unexpected and unintended event, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in **bodily injury** or **property damage**. An **occurrence** does not include a sudden, unexpected and unintended event arising out of the ownership, maintenance or use of **your insured car** or a **utility trailer**.

(4) **“Limit(s) of liability”** means the maximum amount **we** will pay for losses as a result of any one **occurrence**.

(5) **“Insured”** means you and the following residents of the **described premises**:

- (a) **your** relatives;
- (b) with respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by **you** or **your** relatives. A person or organization using or having custody of these animals or watercraft in the course of any **business**, or without permission of the owner is not an **insured**.

- (6) “**Business or business pursuits**” includes:
- (a) trade, profession, or occupation (which includes farming); or
 - (b) home day-care services (which includes one or more persons in **your** care at any one time, for which **you** receive any compensation). The following are not considered **business pursuits**:
 - (1) mutual exchange of home day-care services for which **you** receive no compensation; or
 - (2) providing home day-care services for a relative.
- (7) “**Fungus**” means any type or form of **fungus**, including mold, mildew, mycotoxins, spores, scents or byproducts produced or released by fungi.
- (8) “**Motor vehicle**” means:
- (a) a motorized land vehicle designed for travel on public roads or subject to **motor vehicle** registration. A motorized land vehicle in dead storage on an **insured location** is not a **motor vehicle**;
 - (b) a trailer or semitrailer designed for travel on public roads and subject to **motor vehicle** registration. A boat, camp, home, or **utility trailer** not being towed by or carried on a vehicle included in (8)(a) is not a **motor vehicle**;
 - (c) a motorized golf cart, snowmobile, or other motorized land vehicle owned by any **insured** and designed for recreational use off public roads, while off an **insured location**. A motorized golf cart while used for golfing purposes is not a **motor vehicle**; and
 - (d) any vehicle while being towed by or carried on a vehicle included in (8)(a), (8)(b), or (8)(c).
- (9) “**Pollutants**” means any solid, liquid, gaseous, or thermal irritant or contaminant, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

II. The following coverages are added:

COVERAGE PL – PERSONAL LIABILITY

We will pay, up to **our limits of liability**, all sums for which any **insured** is legally liable because of **bodily injury** or **property damage** caused by an **occurrence** covered by this endorsement. **We** will defend any suit, even if the suit is groundless, false, or fraudulent, provided the suit resulted from **bodily injury** or **property damage** not excluded under this coverage.

We will defend any suit or settle any claim for damages payable under this endorsement as **we** think proper. However, **our** obligation to defend any suit or claim ends when the amount **we** pay for damages resulting from the **occurrence** equals our **limits of liability**. We have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not covered under this endorsement.

COVERAGE MP – MEDICAL PAYMENTS TO OTHERS

We will pay the necessary medical expenses incurred or medically ascertained within three years from the date of an **occurrence** causing **bodily injury**. Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices, and funeral services. This coverage does not apply to **you** or regular residents of **your described premises**. As to others, this coverage applies only:

- (1) to a person on the **insured location** with the permission of any **insured**; or
- (2) to a person off the **insured location**, if the **bodily injury**:
 - (a) arises out of a condition on the **insured location**;
 - (b) is caused by the activities of any **insured**; or
 - (c) is caused by an animal owned by or in the care of any **insured**.

EXCLUSIONS APPLYING TO COVERAGE PL and/or COVERAGE MP

(1) **Coverage PL – Personal Liability and Coverage MP – Medical Payments to Others** do not apply to **bodily injury** or **property damage**:

- (A) which is expected or intended by any **insured** even if the actual injury or damage is different than expected or intended;
- (B) arising out of **business pursuits** of any **insured** or the rental or holding for rental of any part of any premises by an **insured**.

This exclusion does not apply to:

- (1) activities which are ordinarily incident to non-**business pursuits**;
- (2) the rental or holding for rental of a residence of yours:
 - (a) on an occasional basis for the exclusive use as a residence;
 - (b) in part, unless intended for use as a residence by more than two roomers or boarders; or
 - (c) in part, as an office, school, studio, or private garage; or
- (3) Coverage PL for the occasional or part-time **business pursuits** of any self-employed **insured** who is 19 years of age or younger;
- (C) arising out of the transmission of a communicable disease by any **insured**;
- (D) which results from sexual misconduct, whether any **insured** participated in committing any sexual misconduct or remained passive after having knowledge of any sexual misconduct. Sexual misconduct means physical or mental harassment or assault of a sexual nature against any person;
- (E) arising out of any act or omission of any **insured** as an officer or member of the board of directors of any corporation or other organization, except the acts of an unpaid volunteer director, officer, or trustee of a religious, charitable, or non-profit organization;
- (F) arising out of the rendering or failing to render professional services;
- (G) arising out of any premises owned by or rented to any **insured** which is not an **insured location**;
- (H) arising out of the ownership, maintenance, use, loading, or unloading of **motor vehicles** or all other motorized land conveyances, including any trailers, owned or operated by or rented or loaned to any **insured**.

This exclusion does not apply to a motorized land conveyance designed for assisting the handicapped or for the maintenance of an **insured location**, or a motorized golf cart while used for golfing purposes, including travel to and from a golf course, which is:

- (1) not designed for travel on public roads; and
- (2) not subject to **motor vehicle** registration;
- (I) arising out of the ownership, maintenance, use, loading, or unloading of a watercraft:
 - (1) owned by or rented to any **insured** if the watercraft has inboard or inboard-outboard motor power of more than 50 horsepower or is a sailing vessel, with or without auxiliary power, 26 feet or more in overall length;
 - (2) powered by one or more outboard motors with more than 25 total horsepower, owned by any **insured**; or
 - (3) designated as an air boat, air cushion, jet ski, or similar type of craft.

This exclusion does not apply while the watercraft is stored;

- (J) arising out of the ownership, maintenance, use, loading, or unloading of an aircraft, meaning any contrivance used or designated for navigation of or flight in the air, except model aircraft of the hobby variety not used or designated for the transportation of people or cargo;
- (K) arising out of the entrustment by any **insured** to any person of the following:
 - (1) an aircraft;
 - (2) a watercraft; or
 - (3) a **motor vehicle** or any other motorized land conveyance;

(L) arising out of statutorily imposed vicarious parental liability for the actions of a child or minor using:

- (1) an aircraft;
- (2) a watercraft; or
- (3) a **motor vehicle** or any other motorized land conveyance;

(M) caused directly or indirectly by war, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental;

(N) arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of **pollutants**.

This exclusion includes any liability imposed by law;

(O) caused by poisoning which includes but is not limited to:

- (1) the eating of paint that has lead or lead compounds in it;
- (2) the inhalation of paint that has lead or lead compounds in it; or
- (3) effects of radon or any other substance that emits radiation.

This exclusion includes any liability imposed by law;

(P) arising out of any criminal act committed by or at the direction of any **insured**; or

(Q) arising out of, caused by, contributed to, aggravated by or resulting from (whether directly or indirectly):

- (1) **fungus**;
- (2) rust, corrosion, wear and tear, deterioration or other characteristic or quality in the property that causes it to degenerate, damage, destroy or consume itself;
- (3) condensation, dampness of atmosphere, extremes of temperature; or
- (4) pollution or contamination.

This exclusion includes:

- (a) the cost of testing, monitoring, abating, mitigating, removing, remediating or disposing of any of the causes or conditions listed in items (1) through (4) above;
- (b) any supervision, instruction, disclosures, or failure to disclose, recommendations, warnings, or advice given, or which allegedly should have been given, in connection with **bodily injury** or **property damage** arising out of, resulting from, caused by, contributed to, or aggravated by, whether directly or indirectly, any of the causes or conditions listed in items (1) through (4) above; and
- (c) any obligation to share liability with or repay damages to another who must pay damages because of **bodily injury** or **property damage** of the type described in this exclusion.

This exclusion applies regardless of any other cause that contributed directly or indirectly, concurrently or in any sequence to the **bodily injury** or **property damage**.

(2) **Coverage PL – Personal Liability**, does not apply to:

(A) liability:

- (1) for **your** share of any loss assessment charged against all members of an association of property owners; or
- (2) under any other contract or agreement except those written contracts directly relating to the maintenance of the **insured location** not excluded in item (1) above or elsewhere in this policy;

(B) **property damage** to property owned by the **insured**;

(C) **property damage** to property rented to, occupied, or used by or in the care of the **insured**. This exclusion does not apply to **property damage** caused by fire, smoke, or explosion;

(D) **bodily injury** to any person eligible to receive any benefits:

- (1) required to be provided; or
- (2) voluntarily provided by the **insured** under any:
 - (a) workers' or workmen's compensation law;
 - (b) nonoccupational disability law; or
 - (c) occupational disease law;

(E) **bodily injury** or **property damage** for which any **insured** under this policy is also an **insured** under a nuclear energy liability policy; or would be an **insured** but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by:

- (1) American Nuclear Insurers;
- (2) Mutual Atomic Energy Liability Underwriters;
- (3) Nuclear Insurance Association of Canada; or
- (4) any of their successors;

(F) **bodily injury** to **you** and any **insured**;

(G) **punitive or exemplary damages**;

(H) liability imposed upon any **insured** by any governmental authority resulting from, consisting of, arising out of or in any way caused by:

- (1) **fungus**;
- (2) rust, corrosion, wear and tear, deterioration or other characteristic or quality in the property that causes it to degenerate, damage, destroy or consume itself;
- (3) condensation, dampness of atmosphere, extremes of temperature; or
- (4) pollution or contamination; or

(I) liability arising out of the sale or transfer of real or personal property, including but not limited to the following:

- (1) known or unknown property or structural defects;
- (2) known or unknown defects in plumbing, heating, air conditioning or electrical systems;
- (3) known or unknown soil conditions or drainage problems; or
- (4) concealment or misrepresentation of any known defects.

(3) **Coverage MP – Medical Payments to Others**, does not apply to **bodily injury**:

(A) to any person, eligible to receive any benefits required to be provided or voluntarily provided under any workers' or workmen's compensation, nonoccupational disability, or occupational disease law; or

(B) from any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

ADDITIONAL COVERAGES APPLYING TO COVERAGE PL and/or COVERAGE MP

We cover the following claim expenses in addition to the **limits of liability**:

- (1) expenses incurred by **us** and costs taxed against any **insured** in any suit **we** defend;
- (2) to the extent herein provided, premiums on appeal and attachment bonds required in a suit **we** defend. **We** will not pay the premium for an attachment bond that is more than **our limit of liability**. On appeal bonds, **we** will pay that part of the premium that **our Coverage PL limit of liability** bears to the amount of the bond. For example, if **our applicable limit of liability** is \$100,000, and the amount of the bond is \$1,000,000, **we** will pay 1/10th of the premium. **We** have no duty to apply for or furnish bonds;
- (3) reasonable expenses incurred by any **insured** at **our** request, including actual loss of earnings (but not loss of other income) up to \$200 per day for assisting **us** in the investigation or defense of any claim or suit; and

- (4) interest on the entire 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.

CONDITIONS APPLYING TO COVERAGE PL and/or COVERAGE MP

1. **Limits of Liability.** Regardless of the number of **insureds**, claims made, or persons injured, **our** total liability under Coverage PL for all damages resulting from any one **occurrence** shall not exceed \$100,000 for one person or \$300,000 for all persons.

Our total liability under Coverage MP for all medical expense payable for **bodily injury** to one person as the result of one accident shall not exceed \$2,000.
2. **Severability of Insurance.** This insurance applies separately to each **insured**. This condition shall not increase **our limits of liability** for any one **occurrence**.
3. **Duties After Loss.** In case of an accident or **occurrence**, the **insured** shall perform the following duties that apply. **You** shall cooperate with **us** in seeing that these duties are performed:
 - A. give written notice to **us** or **our** agent as soon as practicable, which sets forth:
 - (1) the identity of the policy and **insured**;
 - (2) reasonably available information on the time, place, and circumstances of the accident or **occurrence**; and
 - (3) names and addresses of any claimants and available witnesses;
 - B. forward to **us** every notice, demand, summons, or other process relating to the accident or **occurrence**;
 - C. at **our** request, assist in:
 - (1) making settlement;
 - (2) the enforcement of any right of contribution or indemnity against any person or organization who may be liable to any **insured**;
 - (3) the conduct of suits and attend hearings and trials; and
 - (4) securing and giving evidence and obtaining the attendance of witnesses;
 - D. the **insured** shall not, except at the **insured's** own cost, voluntarily make any payment, assume any obligation, or incur any expense other than for first aid to others at the time of the **bodily injury**; and
 - E. let **us** record **your** statements and submit to examinations under oath by any person named by **us** and sign the transcript of the examination.
4. **Duties of an Injured Person – Coverage MP – Medical Payments to Others.** The injured person or someone acting on behalf of the injured person shall:
 - A. give **us** written proof of claim, under oath if required, as soon as practicable;
 - B. execute authorization to allow **us** to obtain copies of medical reports and records; and
 - C. the injured person shall submit to physical examination by a physician selected by **us** when and as often as **we** may reasonably require.
5. **Payment of Claim – Coverage MP – Medical Payments to Others.** Payment under this coverage is not an admission of liability by any **insured** or **us**.
6. **Suit Against Us.** No action shall be brought against **us** unless there has been compliance with the policy provisions. No one shall have any right to join **us** as a party to any action against any **insured**. Further, no action with respect to Coverage PL shall be brought against **us** until the obligation of the **insured** has been determined by final judgment or agreement signed by **us**.
7. **Bankruptcy of any Insured.** Bankruptcy or insolvency of any **insured** shall not relieve **us** of any of **our** obligations under this policy.
8. **Other Insurance – Coverage PL – Personal Liability.** This insurance is excess over any other similar collectible insurance. However, if the other insurance is specifically written as excess insurance over this policy, the limits of this policy apply first.

All other policy provisions apply.

**AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY
AMERICAN NATIONAL GENERAL INSURANCE COMPANY
ANPAC LOUISIANA INSURANCE COMPANY**

FULL TIMER ENDORSEMENT

In return for payment of additional premium, it is agreed the policy is amended as follows:

<u>Limits</u>	<u>COVERAGE</u>
\$250,000	Personal Liability Coverage per person (Coverage PL)
\$500,000	Personal Liability Coverage per occurrence (Coverage PL)
\$2,000	Medical Payments to Others (Coverage MP)

I. DEFINITIONS

The following Definition replaces the Leisure Vehicle Definition used in SA-1638, Leisure Vehicle Amendatory Endorsement:

“Leisure vehicle” means a vehicle with permanently installed facilities for cooking or eating and plumbing or refrigeration and which is a:

- (a) self-propelled motor home; or
- (b) travel trailer.

The following additional Definitions only apply to this endorsement:

- (1) **“Described premises”** means:
 - (a) the **leisure vehicle** shown in the Declarations while in use as a dwelling;
 - (b) the land upon which the **leisure vehicle** rests while parked; and
 - (c) the immediately adjacent areas that are under **your** exclusive control while the vehicle is parked.
- (2) **“Insured location”** means:
 - (a) the **described premises**;
 - (b) any part of a premises not owned by **you** or a **relative** and where **you** or a **relative** are temporarily residing;
 - (c) vacant land, other than farm land, owned by or rented to **you** or a **relative**; or
 - (d) any part of a premises occasionally rented to **you** or a **relative** for other than business use.
- (3) **“Occurrence”** means a sudden, unexpected and unintended event, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in **bodily injury** or **property damage**. An **occurrence** does not include a sudden, unexpected and unintended event arising out of the ownership, maintenance or use of **your insured car** or a **utility trailer**.
- (4) **“Limit(s) of liability”** means the maximum amount **we** will pay for losses as a result of any one **occurrence**.
- (5) **“Insured”** means you and the following residents of the **described premises**:
 - (a) **your** relatives;
 - (b) with respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by **you** or **your** relatives. A person or organization using or having custody of these animals or watercraft in the course of any **business**, or without permission of the owner is not an **insured**.

- (6) “**Business or business pursuits**” includes:
- (a) trade, profession, or occupation (which includes farming); or
 - (b) home day-care services (which includes one or more persons in **your** care at any one time, for which **you** receive any compensation). The following are not considered **business pursuits**:
 - (1) mutual exchange of home day-care services for which **you** receive no compensation; or
 - (2) providing home day-care services for a relative.
- (7) “**Fungus**” means any type or form of **fungus**, including mold, mildew, mycotoxins, spores, scents or byproducts produced or released by fungi.
- (8) “**Motor vehicle**” means:
- (a) a motorized land vehicle designed for travel on public roads or subject to **motor vehicle** registration. A motorized land vehicle in dead storage on an **insured location** is not a **motor vehicle**;
 - (b) a trailer or semitrailer designed for travel on public roads and subject to **motor vehicle** registration. A boat, camp, home, or **utility trailer** not being towed by or carried on a vehicle included in (8)(a) is not a **motor vehicle**;
 - (c) a motorized golf cart, snowmobile, or other motorized land vehicle owned by any **insured** and designed for recreational use off public roads, while off an **insured location**. A motorized golf cart while used for golfing purposes is not a **motor vehicle**; and
 - (d) any vehicle while being towed by or carried on a vehicle included in (8)(a), (8)(b), or (8)(c).
- (9) “**Pollutants**” means any solid, liquid, gaseous, or thermal irritant or contaminant, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

II. The following coverages are added:

COVERAGE PL – PERSONAL LIABILITY

We will pay, up to **our limits of liability**, all sums for which any **insured** is legally liable because of **bodily injury** or **property damage** caused by an **occurrence** covered by this endorsement. **We** will defend any suit, even if the suit is groundless, false, or fraudulent, provided the suit resulted from **bodily injury** or **property damage** not excluded under this coverage.

We will defend any suit or settle any claim for damages payable under this endorsement as **we** think proper. However, **our** obligation to defend any suit or claim ends when the amount **we** pay for damages resulting from the **occurrence** equals our **limits of liability**. We have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not covered under this endorsement.

COVERAGE MP – MEDICAL PAYMENTS TO OTHERS

We will pay the necessary medical expenses incurred or medically ascertained within three years from the date of an **occurrence** causing **bodily injury**. Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices, and funeral services. This coverage does not apply to **you** or regular residents of **your described premises**. As to others, this coverage applies only:

- (1) to a person on the **insured location** with the permission of any **insured**; or
- (2) to a person off the **insured location**, if the **bodily injury**:
 - (a) arises out of a condition on the **insured location**;
 - (b) is caused by the activities of any **insured**; or
 - (c) is caused by an animal owned by or in the care of any **insured**.

EXCLUSIONS APPLYING TO COVERAGE PL and/or COVERAGE MP

(1) **Coverage PL – Personal Liability and Coverage MP – Medical Payments to Others** do not apply to **bodily injury** or **property damage**:

- (A) which is expected or intended by any **insured** even if the actual injury or damage is different than expected or intended;
- (B) arising out of **business pursuits** of any **insured** or the rental or holding for rental of any part of any premises by an **insured**.

This exclusion does not apply to:

- (1) activities which are ordinarily incident to non-**business pursuits**;
- (2) the rental or holding for rental of a residence of yours:
 - (a) on an occasional basis for the exclusive use as a residence;
 - (b) in part, unless intended for use as a residence by more than two roomers or boarders; or
 - (c) in part, as an office, school, studio, or private garage; or
- (3) Coverage PL for the occasional or part-time **business pursuits** of any self-employed **insured** who is 19 years of age or younger;
- (C) arising out of the transmission of a communicable disease by any **insured**;
- (D) which results from sexual misconduct, whether any **insured** participated in committing any sexual misconduct or remained passive after having knowledge of any sexual misconduct. Sexual misconduct means physical or mental harassment or assault of a sexual nature against any person;
- (E) arising out of any act or omission of any **insured** as an officer or member of the board of directors of any corporation or other organization, except the acts of an unpaid volunteer director, officer, or trustee of a religious, charitable, or non-profit organization;
- (F) arising out of the rendering or failing to render professional services;
- (G) arising out of any premises owned by or rented to any **insured** which is not an **insured location**;
- (H) arising out of the ownership, maintenance, use, loading, or unloading of **motor vehicles** or all other motorized land conveyances, including any trailers, owned or operated by or rented or loaned to any **insured**.

This exclusion does not apply to a motorized land conveyance designed for assisting the handicapped or for the maintenance of an **insured location**, or a motorized golf cart while used for golfing purposes, including travel to and from a golf course, which is:

- (1) not designed for travel on public roads; and
- (2) not subject to **motor vehicle** registration;
- (I) arising out of the ownership, maintenance, use, loading, or unloading of a watercraft:
 - (1) owned by or rented to any **insured** if the watercraft has inboard or inboard-outboard motor power of more than 50 horsepower or is a sailing vessel, with or without auxiliary power, 26 feet or more in overall length;
 - (2) powered by one or more outboard motors with more than 25 total horsepower, owned by any **insured**; or
 - (3) designated as an air boat, air cushion, jet ski, or similar type of craft.

This exclusion does not apply while the watercraft is stored;

- (J) arising out of the ownership, maintenance, use, loading, or unloading of an aircraft, meaning any contrivance used or designated for navigation of or flight in the air, except model aircraft of the hobby variety not used or designated for the transportation of people or cargo;
- (K) arising out of the entrustment by any **insured** to any person of the following:
 - (1) an aircraft;
 - (2) a watercraft; or
 - (3) a **motor vehicle** or any other motorized land conveyance;

(L) arising out of statutorily imposed vicarious parental liability for the actions of a child or minor using:

- (1) an aircraft;
- (2) a watercraft; or
- (3) a **motor vehicle** or any other motorized land conveyance;

(M) caused directly or indirectly by war, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental;

(N) arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of **pollutants**.

This exclusion includes any liability imposed by law;

(O) caused by poisoning which includes but is not limited to:

- (1) the eating of paint that has lead or lead compounds in it;
- (2) the inhalation of paint that has lead or lead compounds in it; or
- (3) effects of radon or any other substance that emits radiation.

This exclusion includes any liability imposed by law;

(P) arising out of any criminal act committed by or at the direction of any **insured**; or

(Q) arising out of, caused by, contributed to, aggravated by or resulting from (whether directly or indirectly):

- (1) **fungus**;
- (2) rust, corrosion, wear and tear, deterioration or other characteristic or quality in the property that causes it to degenerate, damage, destroy or consume itself;
- (3) condensation, dampness of atmosphere, extremes of temperature; or
- (4) pollution or contamination.

This exclusion includes:

- (a) the cost of testing, monitoring, abating, mitigating, removing, remediating or disposing of any of the causes or conditions listed in items (1) through (4) above;
- (b) any supervision, instruction, disclosures, or failure to disclose, recommendations, warnings, or advice given, or which allegedly should have been given, in connection with **bodily injury** or **property damage** arising out of, resulting from, caused by, contributed to, or aggravated by, whether directly or indirectly, any of the causes or conditions listed in items (1) through (4) above; and
- (c) any obligation to share liability with or repay damages to another who must pay damages because of **bodily injury** or **property damage** of the type described in this exclusion.

This exclusion applies regardless of any other cause that contributed directly or indirectly, concurrently or in any sequence to the **bodily injury** or **property damage**.

(2) **Coverage PL – Personal Liability**, does not apply to:

(A) liability:

- (1) for **your** share of any loss assessment charged against all members of an association of property owners; or
- (2) under any other contract or agreement except those written contracts directly relating to the maintenance of the **insured location** not excluded in item (1) above or elsewhere in this policy;

(B) **property damage** to property owned by the **insured**;

(C) **property damage** to property rented to, occupied, or used by or in the care of the **insured**. This exclusion does not apply to **property damage** caused by fire, smoke, or explosion;

(D) **bodily injury** to any person eligible to receive any benefits:

- (1) required to be provided; or
- (2) voluntarily provided by the **insured** under any:
 - (a) workers' or workmen's compensation law;
 - (b) nonoccupational disability law; or
 - (c) occupational disease law;

(E) **bodily injury** or **property damage** for which any **insured** under this policy is also an **insured** under a nuclear energy liability policy; or would be an **insured** but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by:

- (1) American Nuclear Insurers;
- (2) Mutual Atomic Energy Liability Underwriters;
- (3) Nuclear Insurance Association of Canada; or
- (4) any of their successors;

(F) **bodily injury** to **you** and any **insured**;

(G) **punitive or exemplary damages**;

(H) liability imposed upon any **insured** by any governmental authority resulting from, consisting of, arising out of or in any way caused by:

- (1) **fungus**;
- (2) rust, corrosion, wear and tear, deterioration or other characteristic or quality in the property that causes it to degenerate, damage, destroy or consume itself;
- (3) condensation, dampness of atmosphere, extremes of temperature; or
- (4) pollution or contamination; or

(I) liability arising out of the sale or transfer of real or personal property, including but not limited to the following:

- (1) known or unknown property or structural defects;
- (2) known or unknown defects in plumbing, heating, air conditioning or electrical systems;
- (3) known or unknown soil conditions or drainage problems; or
- (4) concealment or misrepresentation of any known defects.

(3) **Coverage MP – Medical Payments to Others**, does not apply to **bodily injury**:

(A) to any person, eligible to receive any benefits required to be provided or voluntarily provided under any workers' or workmen's compensation, nonoccupational disability, or occupational disease law; or

(B) from any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

ADDITIONAL COVERAGES APPLYING TO COVERAGE PL and/or COVERAGE MP

We cover the following claim expenses in addition to the **limits of liability**:

- (1) expenses incurred by **us** and costs taxed against any **insured** in any suit **we** defend;
- (2) to the extent herein provided, premiums on appeal and attachment bonds required in a suit **we** defend. **We** will not pay the premium for an attachment bond that is more than **our limit of liability**. On appeal bonds, **we** will pay that part of the premium that **our Coverage PL limit of liability** bears to the amount of the bond. For example, if **our applicable limit of liability** is \$100,000, and the amount of the bond is \$1,000,000, **we** will pay 1/10th of the premium. **We** have no duty to apply for or furnish bonds;
- (3) reasonable expenses incurred by any **insured** at **our** request, including actual loss of earnings (but not loss of other income) up to \$200 per day for assisting **us** in the investigation or defense of any claim or suit; and

- (4) interest on the entire 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.

CONDITIONS APPLYING TO COVERAGE PL and/or COVERAGE MP

1. **Limits of Liability.** Regardless of the number of **insureds**, claims made, or persons injured, **our** total liability under Coverage PL for all damages resulting from any one **occurrence** shall not exceed \$250,000 for one person or \$500,000 for all persons.

Our total liability under Coverage MP for all medical expense payable for **bodily injury** to one person as the result of one accident shall not exceed \$2,000.
2. **Severability of Insurance.** This insurance applies separately to each **insured**. This condition shall not increase **our limits of liability** for any one **occurrence**.
3. **Duties After Loss.** In case of an accident or **occurrence**, the **insured** shall perform the following duties that apply. **You** shall cooperate with **us** in seeing that these duties are performed:
 - A. give written notice to **us** or **our** agent as soon as practicable, which sets forth:
 - (1) the identity of the policy and **insured**;
 - (2) reasonably available information on the time, place, and circumstances of the accident or **occurrence**; and
 - (3) names and addresses of any claimants and available witnesses;
 - B. forward to **us** every notice, demand, summons, or other process relating to the accident or **occurrence**;
 - C. at **our** request, assist in:
 - (1) making settlement;
 - (2) the enforcement of any right of contribution or indemnity against any person or organization who may be liable to any **insured**;
 - (3) the conduct of suits and attend hearings and trials; and
 - (4) securing and giving evidence and obtaining the attendance of witnesses;
 - D. the **insured** shall not, except at the **insured's** own cost, voluntarily make any payment, assume any obligation, or incur any expense other than for first aid to others at the time of the **bodily injury**; and
 - E. let **us** record **your** statements and submit to examinations under oath by any person named by **us** and sign the transcript of the examination.
4. **Duties of an Injured Person – Coverage MP – Medical Payments to Others.** The injured person or someone acting on behalf of the injured person shall:
 - A. give **us** written proof of claim, under oath if required, as soon as practicable;
 - B. execute authorization to allow **us** to obtain copies of medical reports and records; and
 - C. the injured person shall submit to physical examination by a physician selected by **us** when and as often as **we** may reasonably require.
5. **Payment of Claim – Coverage MP – Medical Payments to Others.** Payment under this coverage is not an admission of liability by any **insured** or **us**.
6. **Suit Against Us.** No action shall be brought against **us** unless there has been compliance with the policy provisions. No one shall have any right to join **us** as a party to any action against any **insured**. Further, no action with respect to Coverage PL shall be brought against **us** until the obligation of the **insured** has been determined by final judgment or agreement signed by **us**.
7. **Bankruptcy of any Insured.** Bankruptcy or insolvency of any **insured** shall not relieve **us** of any of **our** obligations under this policy.
8. **Other Insurance – Coverage PL – Personal Liability.** This insurance is excess over any other similar collectible insurance. However, if the other insurance is specifically written as excess insurance over this policy, the limits of this policy apply first.

All other policy provisions apply.

**AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY
AMERICAN NATIONAL GENERAL INSURANCE COMPANY
ANPAC LOUISIANA INSURANCE COMPANY**

FULL TIMER ENDORSEMENT

In return for payment of additional premium, it is agreed the policy is amended as follows:

<u>Limits</u>	<u>Coverage</u>
\$300,000	Personal Liability Coverage per person (Coverage PL)
\$500,000	Personal Liability Coverage per occurrence (Coverage PL)
\$2,000	Medical Payments to Others (Coverage MP)

SCHEDULE

I. DEFINITIONS

The following Definition replaces the Leisure Vehicle Definition used in SA-1638, Leisure Vehicle Amendatory Endorsement:

“Leisure vehicle” means a vehicle with permanently installed facilities for cooking or eating and plumbing or refrigeration and which is a:

- (a) self-propelled motor home; or
- (b) travel trailer.

The following additional Definitions only apply to this endorsement:

(1) **“Described premises”** means:

- (a) the **leisure vehicle** shown in the Declarations while in use as a dwelling;
- (b) the land upon which the **leisure vehicle** rests while parked; and
- (c) the immediately adjacent areas that are under **your** exclusive control while the vehicle is parked.

(2) **“Insured location”** means:

- (a) the **described premises**;
- (b) any part of a premises not owned by **you** or a **relative** and where **you** or a **relative** are temporarily residing;
- (c) vacant land, other than farm land, owned by or rented to **you** or a **relative**; or
- (d) any part of a premises occasionally rented to **you** or a **relative** for other than business use.

(3) **“Occurrence”** means a sudden, unexpected and unintended event, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in **bodily injury** or **property damage**. An **occurrence** does not include a sudden, unexpected and unintended event arising out of the ownership, maintenance or use of **your insured car** or a **utility trailer**.

(4) **“Limit(s) of liability”** means the maximum amount **we** will pay for losses as a result of any one **occurrence**.

(5) **“Insured”** means you and the following residents of the **described premises**:

- (a) **your** relatives;
- (b) with respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by **you** or **your** relatives. A person or organization using or having custody of these animals or watercraft in the course of any **business**, or without permission of the owner is not an **insured**.

- (6) “**Business or business pursuits**” includes:
- (a) trade, profession, or occupation (which includes farming); or
 - (b) home day-care services (which includes one or more persons in **your** care at any one time, for which **you** receive any compensation). The following are not considered **business pursuits**:
 - (1) mutual exchange of home day-care services for which **you** receive no compensation; or
 - (2) providing home day-care services for a relative.
- (7) “**Fungus**” means any type or form of **fungus**, including mold, mildew, mycotoxins, spores, scents or byproducts produced or released by fungi.
- (8) “**Motor vehicle**” means:
- (a) a motorized land vehicle designed for travel on public roads or subject to **motor vehicle** registration. A motorized land vehicle in dead storage on an **insured location** is not a **motor vehicle**;
 - (b) a trailer or semitrailer designed for travel on public roads and subject to **motor vehicle** registration. A boat, camp, home, or **utility trailer** not being towed by or carried on a vehicle included in (8)(a) is not a **motor vehicle**;
 - (c) a motorized golf cart, snowmobile, or other motorized land vehicle owned by any **insured** and designed for recreational use off public roads, while off an **insured location**. A motorized golf cart while used for golfing purposes is not a **motor vehicle**; and
 - (d) any vehicle while being towed by or carried on a vehicle included in (8)(a), (8)(b), or (8)(c).
- (9) “**Pollutants**” means any solid, liquid, gaseous, or thermal irritant or contaminant, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

II. The following coverages are added:

COVERAGE PL – PERSONAL LIABILITY

We will pay, up to **our limits of liability**, all sums for which any **insured** is legally liable because of **bodily injury** or **property damage** caused by an **occurrence** covered by this endorsement. **We** will defend any suit, even if the suit is groundless, false, or fraudulent, provided the suit resulted from **bodily injury** or **property damage** not excluded under this coverage.

We will defend any suit or settle any claim for damages payable under this endorsement as **we** think proper. However, **our** obligation to defend any suit or claim ends when the amount **we** pay for damages resulting from the **occurrence** equals our **limits of liability**. We have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not covered under this endorsement.

COVERAGE MP – MEDICAL PAYMENTS TO OTHERS

We will pay the necessary medical expenses incurred or medically ascertained within three years from the date of an **occurrence** causing **bodily injury**. Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices, and funeral services. This coverage does not apply to **you** or regular residents of **your described premises**. As to others, this coverage applies only:

- (1) to a person on the **insured location** with the permission of any **insured**; or
- (2) to a person off the **insured location**, if the **bodily injury**:
 - (a) arises out of a condition on the **insured location**;
 - (b) is caused by the activities of any **insured**; or
 - (c) is caused by an animal owned by or in the care of any **insured**.

EXCLUSIONS APPLYING TO COVERAGE PL and/or COVERAGE MP

(1) **Coverage PL – Personal Liability and Coverage MP – Medical Payments to Others** do not apply to **bodily injury** or **property damage**:

- (A) which is expected or intended by any **insured** even if the actual injury or damage is different than expected or intended;
- (B) arising out of **business pursuits** of any **insured** or the rental or holding for rental of any part of any premises by an **insured**.

This exclusion does not apply to:

- (1) activities which are ordinarily incident to non-**business pursuits**;
- (2) the rental or holding for rental of a residence of yours:
 - (a) on an occasional basis for the exclusive use as a residence;
 - (b) in part, unless intended for use as a residence by more than two roomers or boarders; or
 - (c) in part, as an office, school, studio, or private garage; or
- (3) Coverage PL for the occasional or part-time **business pursuits** of any self-employed **insured** who is 19 years of age or younger;
- (C) arising out of the transmission of a communicable disease by any **insured**;
- (D) which results from sexual misconduct, whether any **insured** participated in committing any sexual misconduct or remained passive after having knowledge of any sexual misconduct. Sexual misconduct means physical or mental harassment or assault of a sexual nature against any person;
- (E) arising out of any act or omission of any **insured** as an officer or member of the board of directors of any corporation or other organization, except the acts of an unpaid volunteer director, officer, or trustee of a religious, charitable, or non-profit organization;
- (F) arising out of the rendering or failing to render professional services;
- (G) arising out of any premises owned by or rented to any **insured** which is not an **insured location**;
- (H) arising out of the ownership, maintenance, use, loading, or unloading of **motor vehicles** or all other motorized land conveyances, including any trailers, owned or operated by or rented or loaned to any **insured**.

This exclusion does not apply to a motorized land conveyance designed for assisting the handicapped or for the maintenance of an **insured location**, or a motorized golf cart while used for golfing purposes, including travel to and from a golf course, which is:

- (1) not designed for travel on public roads; and
- (2) not subject to **motor vehicle** registration;
- (I) arising out of the ownership, maintenance, use, loading, or unloading of a watercraft:
 - (1) owned by or rented to any **insured** if the watercraft has inboard or inboard-outboard motor power of more than 50 horsepower or is a sailing vessel, with or without auxiliary power, 26 feet or more in overall length;
 - (2) powered by one or more outboard motors with more than 25 total horsepower, owned by any **insured**; or
 - (3) designated as an air boat, air cushion, jet ski, or similar type of craft.

This exclusion does not apply while the watercraft is stored;

- (J) arising out of the ownership, maintenance, use, loading, or unloading of an aircraft, meaning any contrivance used or designated for navigation of or flight in the air, except model aircraft of the hobby variety not used or designated for the transportation of people or cargo;
- (K) arising out of the entrustment by any **insured** to any person of the following:
 - (1) an aircraft;
 - (2) a watercraft; or
 - (3) a **motor vehicle** or any other motorized land conveyance;

(L) arising out of statutorily imposed vicarious parental liability for the actions of a child or minor using:

- (1) an aircraft;
- (2) a watercraft; or
- (3) a **motor vehicle** or any other motorized land conveyance;

(M) caused directly or indirectly by war, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental;

(N) arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of **pollutants**.

This exclusion includes any liability imposed by law;

(O) caused by poisoning which includes but is not limited to:

- (1) the eating of paint that has lead or lead compounds in it;
- (2) the inhalation of paint that has lead or lead compounds in it; or
- (3) effects of radon or any other substance that emits radiation.

This exclusion includes any liability imposed by law;

(P) arising out of any criminal act committed by or at the direction of any **insured**; or

(Q) arising out of, caused by, contributed to, aggravated by or resulting from (whether directly or indirectly):

- (1) **fungus**;
- (2) rust, corrosion, wear and tear, deterioration or other characteristic or quality in the property that causes it to degenerate, damage, destroy or consume itself;
- (3) condensation, dampness of atmosphere, extremes of temperature; or
- (4) pollution or contamination.

This exclusion includes:

- (a) the cost of testing, monitoring, abating, mitigating, removing, remediating or disposing of any of the causes or conditions listed in items (1) through (4) above;
- (b) any supervision, instruction, disclosures, or failure to disclose, recommendations, warnings, or advice given, or which allegedly should have been given, in connection with **bodily injury** or **property damage** arising out of, resulting from, caused by, contributed to, or aggravated by, whether directly or indirectly, any of the causes or conditions listed in items (1) through (4) above; and
- (c) any obligation to share liability with or repay damages to another who must pay damages because of **bodily injury** or **property damage** of the type described in this exclusion.

This exclusion applies regardless of any other cause that contributed directly or indirectly, concurrently or in any sequence to the **bodily injury** or **property damage**.

(2) **Coverage PL – Personal Liability**, does not apply to:

(A) liability:

- (1) for **your** share of any loss assessment charged against all members of an association of property owners; or
- (2) under any other contract or agreement except those written contracts directly relating to the maintenance of the **insured location** not excluded in item (1) above or elsewhere in this policy;

(B) **property damage** to property owned by the **insured**;

(C) **property damage** to property rented to, occupied, or used by or in the care of the **insured**. This exclusion does not apply to **property damage** caused by fire, smoke, or explosion;

(D) **bodily injury** to any person eligible to receive any benefits:

- (1) required to be provided; or
- (2) voluntarily provided by the **insured** under any:
 - (a) workers' or workmen's compensation law;
 - (b) nonoccupational disability law; or
 - (c) occupational disease law;

(E) **bodily injury** or **property damage** for which any **insured** under this policy is also an **insured** under a nuclear energy liability policy; or would be an **insured** but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by:

- (1) American Nuclear Insurers;
- (2) Mutual Atomic Energy Liability Underwriters;
- (3) Nuclear Insurance Association of Canada; or
- (4) any of their successors;

(F) **bodily injury** to **you** and any **insured**;

(G) **punitive or exemplary damages**;

(H) liability imposed upon any **insured** by any governmental authority resulting from, consisting of, arising out of or in any way caused by:

- (1) **fungus**;
- (2) rust, corrosion, wear and tear, deterioration or other characteristic or quality in the property that causes it to degenerate, damage, destroy or consume itself;
- (3) condensation, dampness of atmosphere, extremes of temperature; or
- (4) pollution or contamination; or

(I) liability arising out of the sale or transfer of real or personal property, including but not limited to the following:

- (1) known or unknown property or structural defects;
- (2) known or unknown defects in plumbing, heating, air conditioning or electrical systems;
- (3) known or unknown soil conditions or drainage problems; or
- (4) concealment or misrepresentation of any known defects.

(3) **Coverage MP – Medical Payments to Others**, does not apply to **bodily injury**:

(A) to any person, eligible to receive any benefits required to be provided or voluntarily provided under any workers' or workmen's compensation, nonoccupational disability, or occupational disease law; or

(B) from any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

ADDITIONAL COVERAGES APPLYING TO COVERAGE PL and/or COVERAGE MP

We cover the following claim expenses in addition to the **limits of liability**:

- (1) expenses incurred by **us** and costs taxed against any **insured** in any suit **we** defend;
- (2) to the extent herein provided, premiums on appeal and attachment bonds required in a suit **we** defend. **We** will not pay the premium for an attachment bond that is more than **our limit of liability**. On appeal bonds, **we** will pay that part of the premium that **our Coverage PL limit of liability** bears to the amount of the bond. For example, if **our applicable limit of liability** is \$100,000, and the amount of the bond is \$1,000,000, **we** will pay 1/10th of the premium. **We** have no duty to apply for or furnish bonds;
- (3) reasonable expenses incurred by any **insured** at **our** request, including actual loss of earnings (but not loss of other income) up to \$200 per day for assisting **us** in the investigation or defense of any claim or suit; and

- (4) interest on the entire 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.

CONDITIONS APPLYING TO COVERAGE PL and/or COVERAGE MP

1. **Limits of Liability.** Regardless of the number of **insureds**, claims made, or persons injured, **our** total liability under Coverage PL for all damages resulting from any one **occurrence** shall not exceed \$300,000 for one person or \$500,000 for all persons.

Our total liability under Coverage MP for all medical expense payable for **bodily injury** to one person as the result of one accident shall not exceed \$2,000.
2. **Severability of Insurance.** This insurance applies separately to each **insured**. This condition shall not increase **our limits of liability** for any one **occurrence**.
3. **Duties After Loss.** In case of an accident or **occurrence**, the **insured** shall perform the following duties that apply. **You** shall cooperate with **us** in seeing that these duties are performed:
 - A. give written notice to **us** or **our** agent as soon as practicable, which sets forth:
 - (1) the identity of the policy and **insured**;
 - (2) reasonably available information on the time, place, and circumstances of the accident or **occurrence**; and
 - (3) names and addresses of any claimants and available witnesses;
 - B. forward to **us** every notice, demand, summons, or other process relating to the accident or **occurrence**;
 - C. at **our** request, assist in:
 - (1) making settlement;
 - (2) the enforcement of any right of contribution or indemnity against any person or organization who may be liable to any **insured**;
 - (3) the conduct of suits and attend hearings and trials; and
 - (4) securing and giving evidence and obtaining the attendance of witnesses;
 - D. the **insured** shall not, except at the **insured's** own cost, voluntarily make any payment, assume any obligation, or incur any expense other than for first aid to others at the time of the **bodily injury**; and
 - E. let **us** record **your** statements and submit to examinations under oath by any person named by **us** and sign the transcript of the examination.
4. **Duties of an Injured Person – Coverage MP – Medical Payments to Others.** The injured person or someone acting on behalf of the injured person shall:
 - A. give **us** written proof of claim, under oath if required, as soon as practicable;
 - B. execute authorization to allow **us** to obtain copies of medical reports and records; and
 - C. the injured person shall submit to physical examination by a physician selected by **us** when and as often as **we** may reasonably require.
5. **Payment of Claim – Coverage MP – Medical Payments to Others.** Payment under this coverage is not an admission of liability by any **insured** or **us**.
6. **Suit Against Us.** No action shall be brought against **us** unless there has been compliance with the policy provisions. No one shall have any right to join **us** as a party to any action against any **insured**. Further, no action with respect to Coverage PL shall be brought against **us** until the obligation of the **insured** has been determined by final judgment or agreement signed by **us**.
7. **Bankruptcy of any Insured.** Bankruptcy or insolvency of any **insured** shall not relieve **us** of any of **our** obligations under this policy.
8. **Other Insurance – Coverage PL – Personal Liability.** This insurance is excess over any other similar collectible insurance. However, if the other insurance is specifically written as excess insurance over this policy, the limits of this policy apply first.

All other policy provisions apply.

**AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY
AMERICAN NATIONAL GENERAL INSURANCE COMPANY
ANPAC LOUISIANA INSURANCE COMPANY**

FULL TIMER ENDORSEMENT

In return for payment of additional premium, it is agreed the policy is amended as follows:

<u>SCHEDULE</u>	
<u>Limits</u>	<u>Coverage</u>
\$500,000	Personal Liability Coverage per person (Coverage PL)
\$500,000	Personal Liability Coverage per occurrence (Coverage PL)
\$2,000	Medical Payments to Others (Coverage MP)

I. DEFINITIONS

The following Definition replaces the Leisure Vehicle Definition used in SA-1638, Leisure Vehicle Amendatory Endorsement:

“Leisure vehicle” means a vehicle with permanently installed facilities for cooking or eating and plumbing or refrigeration and which is a:

- (a) self-propelled motor home; or
- (b) travel trailer.

The following additional Definitions only apply to this endorsement:

(1) **“Described premises”** means:

- (a) the **leisure vehicle** shown in the Declarations while in use as a dwelling;
- (b) the land upon which the **leisure vehicle** rests while parked; and
- (c) the immediately adjacent areas that are under **your** exclusive control while the vehicle is parked.

(2) **“Insured location”** means:

- (a) the **described premises**;
- (b) any part of a premises not owned by **you** or a **relative** and where **you** or a **relative** are temporarily residing;
- (c) vacant land, other than farm land, owned by or rented to **you** or a **relative**; or
- (d) any part of a premises occasionally rented to **you** or a **relative** for other than business use.

(3) **“Occurrence”** means a sudden, unexpected and unintended event, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in **bodily injury** or **property damage**. An **occurrence** does not include a sudden, unexpected and unintended event arising out of the ownership, maintenance or use of **your insured car** or a **utility trailer**.

(4) **“Limit(s) of liability”** means the maximum amount **we** will pay for losses as a result of any one **occurrence**.

(5) **“Insured”** means you and the following residents of the **described premises**:

- (a) **your** relatives;
- (b) with respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by **you** or **your** relatives. A person or organization using or having custody of these animals or watercraft in the course of any **business**, or without permission of the owner is not an **insured**.

- (6) **“Business or business pursuits”** includes:
- (a) trade, profession, or occupation (which includes farming); or
 - (b) home day-care services (which includes one or more persons in **your** care at any one time, for which **you** receive any compensation). The following are not considered **business pursuits**:
 - (1) mutual exchange of home day-care services for which **you** receive no compensation; or
 - (2) providing home day-care services for a relative.
- (7) **“Fungus”** means any type or form of **fungus**, including mold, mildew, mycotoxins, spores, scents or byproducts produced or released by fungi.
- (8) **“Motor vehicle”** means:
- (a) a motorized land vehicle designed for travel on public roads or subject to **motor vehicle** registration. A motorized land vehicle in dead storage on an **insured location** is not a **motor vehicle**;
 - (b) a trailer or semitrailer designed for travel on public roads and subject to **motor vehicle** registration. A boat, camp, home, or **utility trailer** not being towed by or carried on a vehicle included in (8)(a) is not a **motor vehicle**;
 - (c) a motorized golf cart, snowmobile, or other motorized land vehicle owned by any **insured** and designed for recreational use off public roads, while off an **insured location**. A motorized golf cart while used for golfing purposes is not a **motor vehicle**; and
 - (d) any vehicle while being towed by or carried on a vehicle included in (8)(a), (8)(b), or (8)(c).
- (9) **“Pollutants”** means any solid, liquid, gaseous, or thermal irritant or contaminant, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

II. The following coverages are added:

COVERAGE PL – PERSONAL LIABILITY

We will pay, up to **our limits of liability**, all sums for which any **insured** is legally liable because of **bodily injury** or **property damage** caused by an **occurrence** covered by this endorsement. **We** will defend any suit, even if the suit is groundless, false, or fraudulent, provided the suit resulted from **bodily injury** or **property damage** not excluded under this coverage.

We will defend any suit or settle any claim for damages payable under this endorsement as **we** think proper. However, **our** obligation to defend any suit or claim ends when the amount **we** pay for damages resulting from the **occurrence** equals our **limits of liability**. We have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not covered under this endorsement.

COVERAGE MP – MEDICAL PAYMENTS TO OTHERS

We will pay the necessary medical expenses incurred or medically ascertained within three years from the date of an **occurrence** causing **bodily injury**. Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices, and funeral services. This coverage does not apply to **you** or regular residents of **your described premises**. As to others, this coverage applies only:

- (1) to a person on the **insured location** with the permission of any **insured**; or
- (2) to a person off the **insured location**, if the **bodily injury**:
 - (a) arises out of a condition on the **insured location**;
 - (b) is caused by the activities of any **insured**; or
 - (c) is caused by an animal owned by or in the care of any **insured**.

EXCLUSIONS APPLYING TO COVERAGE PL and/or COVERAGE MP

(1) **Coverage PL – Personal Liability and Coverage MP – Medical Payments to Others** do not apply to **bodily injury** or **property damage**:

- (A) which is expected or intended by any **insured** even if the actual injury or damage is different than expected or intended;
- (B) arising out of **business pursuits** of any **insured** or the rental or holding for rental of any part of any premises by an **insured**.

This exclusion does not apply to:

- (1) activities which are ordinarily incident to non-**business pursuits**;
- (2) the rental or holding for rental of a residence of yours:
 - (a) on an occasional basis for the exclusive use as a residence;
 - (b) in part, unless intended for use as a residence by more than two roomers or boarders; or
 - (c) in part, as an office, school, studio, or private garage; or
- (3) Coverage PL for the occasional or part-time **business pursuits** of any self-employed **insured** who is 19 years of age or younger;
- (C) arising out of the transmission of a communicable disease by any **insured**;
- (D) which results from sexual misconduct, whether any **insured** participated in committing any sexual misconduct or remained passive after having knowledge of any sexual misconduct. Sexual misconduct means physical or mental harassment or assault of a sexual nature against any person;
- (E) arising out of any act or omission of any **insured** as an officer or member of the board of directors of any corporation or other organization, except the acts of an unpaid volunteer director, officer, or trustee of a religious, charitable, or non-profit organization;
- (F) arising out of the rendering or failing to render professional services;
- (G) arising out of any premises owned by or rented to any **insured** which is not an **insured location**;
- (H) arising out of the ownership, maintenance, use, loading, or unloading of **motor vehicles** or all other motorized land conveyances, including any trailers, owned or operated by or rented or loaned to any **insured**.

This exclusion does not apply to a motorized land conveyance designed for assisting the handicapped or for the maintenance of an **insured location**, or a motorized golf cart while used for golfing purposes, including travel to and from a golf course, which is:

- (1) not designed for travel on public roads; and
- (2) not subject to **motor vehicle** registration;
- (I) arising out of the ownership, maintenance, use, loading, or unloading of a watercraft:
 - (1) owned by or rented to any **insured** if the watercraft has inboard or inboard-outboard motor power of more than 50 horsepower or is a sailing vessel, with or without auxiliary power, 26 feet or more in overall length;
 - (2) powered by one or more outboard motors with more than 25 total horsepower, owned by any **insured**; or
 - (3) designated as an air boat, air cushion, jet ski, or similar type of craft.

This exclusion does not apply while the watercraft is stored;

- (J) arising out of the ownership, maintenance, use, loading, or unloading of an aircraft, meaning any contrivance used or designated for navigation of or flight in the air, except model aircraft of the hobby variety not used or designated for the transportation of people or cargo;
- (K) arising out of the entrustment by any **insured** to any person of the following:
 - (1) an aircraft;
 - (2) a watercraft; or
 - (3) a **motor vehicle** or any other motorized land conveyance;

(L) arising out of statutorily imposed vicarious parental liability for the actions of a child or minor using:

- (1) an aircraft;
- (2) a watercraft; or
- (3) a **motor vehicle** or any other motorized land conveyance;

(M) caused directly or indirectly by war, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental;

(N) arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of **pollutants**.

This exclusion includes any liability imposed by law;

(O) caused by poisoning which includes but is not limited to:

- (1) the eating of paint that has lead or lead compounds in it;
- (2) the inhalation of paint that has lead or lead compounds in it; or
- (3) effects of radon or any other substance that emits radiation.

This exclusion includes any liability imposed by law;

(P) arising out of any criminal act committed by or at the direction of any **insured**; or

(Q) arising out of, caused by, contributed to, aggravated by or resulting from (whether directly or indirectly):

- (1) **fungus**;
- (2) rust, corrosion, wear and tear, deterioration or other characteristic or quality in the property that causes it to degenerate, damage, destroy or consume itself;
- (3) condensation, dampness of atmosphere, extremes of temperature; or
- (4) pollution or contamination.

This exclusion includes:

- (a) the cost of testing, monitoring, abating, mitigating, removing, remediating or disposing of any of the causes or conditions listed in items (1) through (4) above;
- (b) any supervision, instruction, disclosures, or failure to disclose, recommendations, warnings, or advice given, or which allegedly should have been given, in connection with **bodily injury** or **property damage** arising out of, resulting from, caused by, contributed to, or aggravated by, whether directly or indirectly, any of the causes or conditions listed in items (1) through (4) above; and
- (c) any obligation to share liability with or repay damages to another who must pay damages because of **bodily injury** or **property damage** of the type described in this exclusion.

This exclusion applies regardless of any other cause that contributed directly or indirectly, concurrently or in any sequence to the **bodily injury** or **property damage**.

(2) **Coverage PL – Personal Liability**, does not apply to:

(A) liability:

- (1) for **your** share of any loss assessment charged against all members of an association of property owners; or
- (2) under any other contract or agreement except those written contracts directly relating to the maintenance of the **insured location** not excluded in item (1) above or elsewhere in this policy;

(B) **property damage** to property owned by the **insured**;

(C) **property damage** to property rented to, occupied, or used by or in the care of the **insured**. This exclusion does not apply to **property damage** caused by fire, smoke, or explosion;

(D) **bodily injury** to any person eligible to receive any benefits:

- (1) required to be provided; or
- (2) voluntarily provided by the **insured** under any:
 - (a) workers' or workmen's compensation law;
 - (b) nonoccupational disability law; or
 - (c) occupational disease law;

(E) **bodily injury** or **property damage** for which any **insured** under this policy is also an **insured** under a nuclear energy liability policy; or would be an **insured** but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by:

- (1) American Nuclear Insurers;
- (2) Mutual Atomic Energy Liability Underwriters;
- (3) Nuclear Insurance Association of Canada; or
- (4) any of their successors;

(F) **bodily injury** to **you** and any **insured**;

(G) **punitive or exemplary damages**;

(H) liability imposed upon any **insured** by any governmental authority resulting from, consisting of, arising out of or in any way caused by:

- (1) **fungus**;
- (2) rust, corrosion, wear and tear, deterioration or other characteristic or quality in the property that causes it to degenerate, damage, destroy or consume itself;
- (3) condensation, dampness of atmosphere, extremes of temperature; or
- (4) pollution or contamination; or

(I) liability arising out of the sale or transfer of real or personal property, including but not limited to the following:

- (1) known or unknown property or structural defects;
- (2) known or unknown defects in plumbing, heating, air conditioning or electrical systems;
- (3) known or unknown soil conditions or drainage problems; or
- (4) concealment or misrepresentation of any known defects.

(3) **Coverage MP – Medical Payments to Others**, does not apply to **bodily injury**:

(A) to any person, eligible to receive any benefits required to be provided or voluntarily provided under any workers' or workmen's compensation, nonoccupational disability, or occupational disease law; or

(B) from any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

ADDITIONAL COVERAGES APPLYING TO COVERAGE PL and/or COVERAGE MP

We cover the following claim expenses in addition to the **limits of liability**:

- (1) expenses incurred by **us** and costs taxed against any **insured** in any suit **we** defend;
- (2) to the extent herein provided, premiums on appeal and attachment bonds required in a suit **we** defend. **We** will not pay the premium for an attachment bond that is more than **our limit of liability**. On appeal bonds, **we** will pay that part of the premium that **our Coverage PL limit of liability** bears to the amount of the bond. For example, if **our applicable limit of liability** is \$100,000, and the amount of the bond is \$1,000,000, **we** will pay 1/10th of the premium. **We** have no duty to apply for or furnish bonds;
- (3) reasonable expenses incurred by any **insured** at **our** request, including actual loss of earnings (but not loss of other income) up to \$200 per day for assisting **us** in the investigation or defense of any claim or suit; and

- (4) interest on the entire 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.

CONDITIONS APPLYING TO COVERAGE PL and/or COVERAGE MP

1. **Limits of Liability.** Regardless of the number of **insureds**, claims made, or persons injured, **our** total liability under Coverage PL for all damages resulting from any one **occurrence** shall not exceed \$500,000 for one person or \$500,000 for all persons.

Our total liability under Coverage MP for all medical expense payable for **bodily injury** to one person as the result of one accident shall not exceed \$2,000.
2. **Severability of Insurance.** This insurance applies separately to each **insured**. This condition shall not increase **our limits of liability** for any one **occurrence**.
3. **Duties After Loss.** In case of an accident or **occurrence**, the **insured** shall perform the following duties that apply. **You** shall cooperate with **us** in seeing that these duties are performed:
 - A. give written notice to **us** or **our** agent as soon as practicable, which sets forth:
 - (1) the identity of the policy and **insured**;
 - (2) reasonably available information on the time, place, and circumstances of the accident or **occurrence**; and
 - (3) names and addresses of any claimants and available witnesses;
 - B. forward to **us** every notice, demand, summons, or other process relating to the accident or **occurrence**;
 - C. at **our** request, assist in:
 - (1) making settlement;
 - (2) the enforcement of any right of contribution or indemnity against any person or organization who may be liable to any **insured**;
 - (3) the conduct of suits and attend hearings and trials; and
 - (4) securing and giving evidence and obtaining the attendance of witnesses;
 - D. the **insured** shall not, except at the **insured's** own cost, voluntarily make any payment, assume any obligation, or incur any expense other than for first aid to others at the time of the **bodily injury**; and
 - E. let **us** record **your** statements and submit to examinations under oath by any person named by **us** and sign the transcript of the examination.
4. **Duties of an Injured Person – Coverage MP – Medical Payments to Others.** The injured person or someone acting on behalf of the injured person shall:
 - A. give **us** written proof of claim, under oath if required, as soon as practicable;
 - B. execute authorization to allow **us** to obtain copies of medical reports and records; and
 - C. the injured person shall submit to physical examination by a physician selected by **us** when and as often as **we** may reasonably require.
5. **Payment of Claim – Coverage MP – Medical Payments to Others.** Payment under this coverage is not an admission of liability by any **insured** or **us**.
6. **Suit Against Us.** No action shall be brought against **us** unless there has been compliance with the policy provisions. No one shall have any right to join **us** as a party to any action against any **insured**. Further, no action with respect to Coverage PL shall be brought against **us** until the obligation of the **insured** has been determined by final judgment or agreement signed by **us**.
7. **Bankruptcy of any Insured.** Bankruptcy or insolvency of any **insured** shall not relieve **us** of any of **our** obligations under this policy.
8. **Other Insurance – Coverage PL – Personal Liability.** This insurance is excess over any other similar collectible insurance. However, if the other insurance is specifically written as excess insurance over this policy, the limits of this policy apply first.

All other policy provisions apply.

**AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY
AMERICAN NATIONAL GENERAL INSURANCE COMPANY**

MOTORCYCLE LIMITS OF LIABILITY ENDORSEMENT

It is agreed that, as respects the vehicle, special equipment, or customization shown in the Declarations, the Limits of Liability provision in Part III – Motorcycle Damage of this policy is changed to read as follows:

LIMITS OF LIABILITY

Our limit of liability for **loss** shall not exceed:

- (1) The lesser of:
 - (a) the **actual cash value** of the stolen or damaged property; or
 - (b) the amount necessary to repair or replace the property; or
 - (c) the **actual cash value** of a part, if the **loss** is to a part of **your insured motorcycle**; or
 - (d) the amount shown in the Declarations.
- (2) **\$500** for any **trailer** not owned by **you** or a **relative**.
- (3) **\$3,000** for **motorcycle accessories**.

The cost of repair or replacement is based upon one of the following:

- (1) the cost of repair or replacement agreed upon by **you** and **us**;
- (2) a competitive bid approved by **us**; or
- (3) an estimate written based upon the prevailing competitive price. The prevailing competitive price means prices charged by a majority of the repair market in the area where the car is to be repaired as determined by a survey made by **us**. If **you** ask, **we** will identify some facilities that will perform the repairs at the prevailing competitive price. **We** will include in the estimate parts sufficient to restore the vehicle to its preloss condition.

Payment for **loss** is reduced by any deductible shown in the Declarations.

**AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY
AMERICAN NATIONAL GENERAL INSURANCE COMPANY**

**ADDITIONAL INTEREST ENDORSEMENT
NON-OWNED RECREATIONAL VEHICLE**

Name of **Owner**:

It is agreed that coverage for the **owner** (designated above) of **your insured vehicle** shall apply under PART I – LIABILITY of this policy only to the extent of the **owner's** liability for **bodily injury** or **property damage** arising out of the acts or omissions of:

- (a) **you** or a **relative**; or
- (b) any other person using **your insured vehicle** with **your** permission and within the scope of **your** permission.

It is further agreed that coverage for the **owner** of **your insured vehicle** shall apply under PART III – VEHICLE DAMAGE, to the extent of the **owner's** interest at the time of **loss**.

Defined Terms Used in this Endorsement

- (1) "**Non-owned recreational vehicle**" means a **recreational vehicle** not owned by **you** or a **relative**, other than a **recreational vehicle** being temporarily used as a substitute for a vehicle described in the Declarations because of its withdrawal from normal use due to breakdown, repair, servicing, loss or destruction.
- (2) "**Owner**" means a person, party or entity named on the title of **your insured vehicle**, other than **you** or a **relative**.

We will provide the **owner** of **your insured vehicle** the same advance notice of cancellation as is given **you**.

No coverage beyond that specified in this endorsement shall be available or apply to the **owner** of **your insured vehicle** under this policy.

Nothing under this endorsement shall operate to multiply, expand or increase the limits of coverage under this policy.

All other terms and provisions of **your** policy remain unchanged.

AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY
AMERICAN NATIONAL GENERAL INSURANCE COMPANY

ADDITIONAL INTEREST ENDORSEMENT
NON-OWNED MOTORCYCLE

Name of **Owner**:

It is agreed that coverage for the **owner** (designated above) of **your insured motorcycle** shall apply under PART I – LIABILITY of this policy only to the extent of the **owner's** liability for **bodily injury** or **property damage** arising out of the acts or omissions of:

- (a) **you** or a **relative**; or
- (b) any other person using **your insured motorcycle** with **your** permission and within the scope of **your** permission.

It is further agreed that coverage for the **owner** of **your insured motorcycle** shall apply under PART III – MOTORCYCLE DAMAGE, to the extent of the **owner's** interest at the time of **loss**.

Defined Terms Used in this Endorsement

- (1) "**Non-owned motorcycle**" means a **motorcycle** or **trailer** not owned by **you** or a **relative**, other than a **temporary substitute motorcycle**.
- (2) "**Owner**" means a person, party or entity named on the title of **your insured motorcycle**, other than **you** or a **relative**.

We will provide the **owner** of **your insured motorcycle** the same advance notice of cancellation as is given **you**.

No coverage beyond that specified in this endorsement shall be available or apply to the **owner** of **your insured motorcycle** under this policy.

Nothing under this endorsement shall operate to multiply, expand or increase the limits of coverage under this policy.

All other terms and provisions of **your** policy remain unchanged.

AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY
AMERICAN NATIONAL GENERAL INSURANCE COMPANY

ADDITIONAL INTEREST ENDORSEMENT
JOINT OWNERSHIP – RECREATIONAL VEHICLE

Joint Owner:

It is agreed that coverage for the **joint owner** (designated above) shall apply under PART I – LIABILITY of this policy only to the extent of the **joint owner's** liability for **bodily injury** or **property damage** arising out of the covered acts or omissions of:

- (a) **you** or a **relative**; or
- (b) any other person using **your insured vehicle** with **your** permission and within the scope of **your** permission.

It is further agreed that coverage for the **joint owner** with respect to **your insured vehicle** shall apply under PART III – VEHICLE DAMAGE, to the extent of the **joint owner's** interest at the time of **loss**.

As used in this endorsement, **joint owner** means a person other than **you** or a **relative** that is listed on the title of **your insured vehicle**.

We will provide the **joint owner** the same advance notice of cancellation as is given **you**.

No coverage beyond that specified in this endorsement shall be available or apply to the **joint owner** of **your insured vehicle** under this policy.

Nothing under this endorsement shall operate to multiply, expand or increase the limits of coverage under this policy.

All other terms and provisions of **your** policy remain unchanged.

AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY
AMERICAN NATIONAL GENERAL INSURANCE COMPANY

ADDITIONAL INTEREST ENDORSEMENT
JOINT OWNERSHIP – MOTORCYCLE

Joint Owner:

It is agreed that coverage for the **joint owner** (designated above) shall apply under PART I – LIABILITY of this policy only to the extent of the **joint owner's** liability for **bodily injury** or **property damage** arising out of the covered acts or omissions of:

- (a) **you** or a **relative**; or
- (b) any other person using **your insured motorcycle** with **your** permission and within the scope of **your** permission.

It is further agreed that coverage for the **joint owner** with respect to **your insured motorcycle** shall apply under PART III – MOTORCYCLE DAMAGE, to the extent of the **joint owner's** interest at the time of **loss**.

As used in this endorsement, **joint owner** means a person other than **you** or a **relative** that is listed on the title of **your insured motorcycle**.

We will provide the **joint owner** the same advance notice of cancellation as is given **you**.

No coverage beyond that specified in this endorsement shall be available or apply to the **joint owner** of **your insured motorcycle** under this policy.

Nothing under this endorsement shall operate to multiply, expand or increase the limits of coverage under this policy.

All other terms and provisions of **your** policy remain unchanged.

AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY
AMERICAN NATIONAL GENERAL INSURANCE COMPANY

ADDITIONAL INTEREST ENDORSEMENT
NON-OWNED CAR

Name of **Owner**:

It is agreed that coverage for the **owner** (designated above) of **your insured car** shall apply under PART I – LIABILITY of this policy only to the extent of the **owner's** liability for **bodily injury** or **property damage** arising out of the acts or omissions of:

- (a) **you** or a **relative**; or
- (b) any other person using **your insured car** with **your** permission and within the scope of **your** permission.

It is further agreed that coverage for the **owner** of **your insured car** shall apply under PART III – CAR DAMAGE, to the extent of the **owner's** interest at the time of **loss**.

Defined Terms Used in this Endorsement

- (1) "**Non-owned car**" means a private passenger car or trailer not owned by **you** or a **relative**, other than a **temporary substitute car**.
- (2) "**Owner**" means a person, party or entity named on the title of **your insured car**, other than **you** or a **relative**.

We will provide the **owner** of **your insured car** the same advance notice of cancellation as is given **you**.

No coverage beyond that specified in this endorsement shall be available or apply to the **owner** of **your insured car** under this policy.

Nothing under this endorsement shall operate to multiply, expand or increase the limits of coverage under this policy.

All other terms and provisions of **your** policy remain unchanged.

**AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY
AMERICAN NATIONAL GENERAL INSURANCE COMPANY**

NAMED NON-OWNER COVERAGE

It is agreed the policy and all applicable endorsements are amended as follows with respect to the individual(s) and coverages listed in the Declarations.

I. **POLICY AGREEMENT**, is deleted and replaced with the following:

We agree to insure **you** subject to the terms of this policy.

This agreement is based on **our** reliance upon:

- (1) the fact that the statements in the application, any change request, and the Declarations are **your** statements and are true. The contents of these documents are made a part of this policy by reference;
- (2) the policy containing all of the agreements between **you** and **us** or any of our representatives; and
- (3) **your** payment of the premiums for the coverages **you** chose as shown in the Declarations. If any premium payment made by check or other negotiable instrument is not honored by the bank, no insurance is provided.

Unless otherwise shown on the Declarations page, **your** statements are as follows:

- (1) **you**, nor any **relative** living with **you**, owns, in whole or in part, a car, **utility vehicle** or **utility trailer**.
- (2) neither **you** nor any member of **your** household has had a license to drive or vehicle registration suspended, revoked, or refused in the 36 months prior to the issuance of this policy.

II. **DEFINITIONS USED THROUGHOUT THIS POLICY** is amended as follows:

A. The definition of **your insured car** is deleted and replaced by the following:

"Your insured car" means any of the following types of vehicles on the date **you** become the owner:

- (a) a **private passenger car**; or
- (b) a pickup or van that has a gross vehicle weight of less than 10,000 lbs and is predominantly used for non-business purposes.

This provision applies only:

- (a) if **you** acquire the vehicle during the policy period; and
- (b) for 30 days after **you** become the owner.

This insurance does not apply if other insurance applies with respect to newly acquired vehicles.

III. **PART I – LIABILITY** is amended as follows:

A. **OUT-OF-STATE INSURANCE** is deleted and replaced by the following:

If **you** or a **relative** becomes subject to the financial responsibility law, compulsory insurance law, or similar laws of another state or Canada because the auto accident occurs in a state or province other than where **you** reside, **we** will interpret this policy to provide any broader coverage required by those laws.

Any broader coverage so afforded shall be reduced to the extent that other auto liability insurance applies. No person may, in any event, collect more than once for the same elements of loss.

IV. **PART IV – UNINSURED MOTORIST AND UNDERINSURED MOTORIST COVERAGES**, is amended as follows:

A. Under **ADDITIONAL DEFINITIONS USED IN COVERAGE J ONLY**, the following revisions are made:

1. Under the definition of **"Uninsured motor vehicle"** item (b) is deleted and replaced with the following:

- (b) insured by a liability bond or policy at the time of the accident which provides **bodily injury** liability limits less than the minimum **bodily injury** liability limits required by the financial responsibility law of the state in which **you** reside.

All other provisions of the policy apply.



1949 E. SUNSHINE
 SPRINGFIELD, MISSOURI 65899-0001
 (417) 887-0220
 www.ANPAC.com

AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY

POLICY NUMBER
03-A-A01-234-5
 POLICY TERM
 05-10-08 TO 11-10-08

THIS FAMILY AUTOMOBILE RENEWAL DECLARATION

REPLACES ALL PRIOR DECLARATIONS, IF ANY, AND WITH POLICY PROVISIONS AND
 ANY ENDORSEMENTS ISSUED TO FORM A PART THEREOF COMPLETES THIS POLICY.
 METHOD OF PAYMENT: EASY PAY PLAN - 0012345

AND SUBSEQUENT RENEWALS.

NAMED INSURED AND ADDRESS

JOHN AND JANE DOE
123 SOUTH MAIN STREET
SPRINGDALE, AR 72762-0123

GARRAGING LOCATION:
123 SOUTH MAIN STREET
SPRINGDALE, AR 72762-0123

AGENT: W1111-A 1-B11
KAREN SMITH
P O BOX 401
SPRINGDALE, AR 72762-1234

FOR CUSTOMER SERVICE:
555-555-5555

DESCRIPTION OF INSURED PROPERTY

RATED						
VEH	DR	DESCRIPTION	ID NUMBER	TYPE	SYM	BANDS
1	2	2006 TOYOTA CORROLA S 4D	1NXBR325E36Z606172	AUTO	19	L4-P5
2	1	1997 PONTIAC BONNEVILLE SS	1G2HZ5216VH270651	AUTO	13	L1-P1

RATING INFORMATION, COVERAGES, PREMIUMS, AND LIMITS OF LIABILITY

INSURANCE IS PROVIDED ONLY WITH RESPECT TO THOSE OF THE FOLLOWING COVERAGES WHICH ARE INDICATED BY A SPECIFIC LIMIT OF LIABILITY AND/OR PREMIUM APPLICABLE THERETO.

RATING TERRITORY FOR ALL VEHICLES: 11

VEHICLE	06 TOYOTA COROLLA S	97 PONTIAC BONNEVILLE
CLASS CODE	5YG02D	5YG02D
BODILY INJURY LIABILITY	\$81.00	\$59.00
LIMIT PER PERSON/OCCURRENCE	250,000/500,000	250,000/500,000
PROPERTY DAMAGE LIABILTY	\$43.00	\$32.00
LIMIT PER OCCURRENCE	250,000	250,000
PERSONAL INJURY PROTECTION		
MEDICAL PAYMENTS	\$20.00	\$14.00
LIMIT PER PERSON	5,000	5,000
ACCIDENTAL DEATH	\$2.00	\$2.00
WORK LOSS COVERAGE	\$3.00	\$3.00
UNDERINSURED MOTORIST	REJECTED	REJECTED
UNINSURED MOTORIST	\$16.00	\$16.00
LIMIT PER PERSON	25,000	25,000
LIMIT PER ACCIDENT	50,000	50,000
PROPERTY DAMAGE	25,000	25,000
COMPREHENSIVE	\$78.00	\$46.00
DEDUCTIBLE PER OCCURRENCE	100	100
COLLISION	\$104.00	\$49.00
DEDUCTIBLE PER OCCURRENCE	500	500
TOWING AND LABOR/WINDSHIELD REPAIR	\$10.00	\$10.00
LIMIT	100	100
REIMBURSEMENT OF RENTAL EXPENSE	INCLUDED	INCLUDED
LIMIT PER DAY/AGGREGATE	25/750	25/750
TOTAL	\$357.00	\$231.00

THIS POLICY DOES NOT PROVIDE UNDERINSURED MOTORIST COVERAGE

	VEHICLES	ENDORSEMENTS	TAX/FEE	TOTAL PREMIUM	AUTHORIZED REPRESENTATIVE
TOTAL PREMIUMS	\$588.00			\$587.00	
DATE PRINTED	04/10/08	SEE DECLARATION SECTION II FOR ADDITIONAL INFORMATION SEE REVERSE SIDE FOR IMPORTANT INFORMATION			

DECLARATIONS, SECTION II PAGE 1**POLICY TERM:05-10-08 TO 11-10-08****VEH. DR. # RATING INFORMATION**

1	2	DRIVER IS UNDER 45 YEARS OLD, WORK USE < 10, MILEAGE IS 7,500 OR >, MULTI-CAR
2	1	DRIVER IS UNDER 45 YEARS OLD, WORK USE < 10, MILEAGE IS 7,500 OR >, MULTI-CAR

VEH. DR. # OPERATOR INFORMATION AD&D INC-LOSS ACCDT/VIOLS/INEXP

2	1	PRINCIPAL M MAR DOE, JOHN	N	N	O	O	O
1	2	PRINCIPAL F MAR DOE, JANE	N	N	O	O	O

VEH. POLICY DISCOUNTS

1	COMP CLM FREE; PASV RST; TLC; PAC+; TKT FREE;
2	COMP CLM FREE; PASV RST; TLC; PAC+; TKT FREE;

VEH. THIS POLICY IS SUBJECT TO THE FOLLOWING FORMS AND ENDORSEMENTS

1,2	#SA275 9-07	AR AUTOMOBILE AMENDATORY
1,2	#SA405AR 7-00	AUTOMOBILE POLICY

LOSS PAYEE(S)/ADDITIONAL INTEREST(S)

VEHICLE: 1
MIDWEST AMERICA FEDERAL CR/UN
1104 MEDICAL PARK DRIVE
FT. WAYNE, IN 46825-5826
LOSS PAYEE

IMPORTANT POLICY INFORMATION

#FA320 1106

**IMPORTANT INFORMATION ON HOW TO REPORT A CLAIM
BUCKLE UP AND DRIVE DEFENSIVELY**

One in five drivers will have an accident this year. We hope it is not you. However, if it happens, remember to get the following information from the other driver:

1. Vehicle Owner's Name, Address, and Telephone Numbers
2. Make and Model of Vehicle
3. Car License Plate Number
4. Driver's Name (if other than owner), Address, and Telephone Numbers
5. Driver's License Number
6. Insurance Company Name and Policy Number
7. Owner's and Driver's Place of Employment
8. Promptly File State Safety Responsibility Forms

REMEMBER TO REPORT YOUR CLAIM TO ANPAC[®] IMMEDIATELY (TOLL FREE) 1-800-333-2860

SERFF Tracking Number: ANPC-125358856 *State:* Arkansas
Filing Company: American National Property and Casualty *State Tracking Number:* EFT \$50
Company
Company Tracking Number: 03-ANP-07-0675
TOI: 19.0 Personal Auto *Sub-TOI:* 19.0001 Private Passenger Auto (PPA)
Product Name: AR ANP PPA
Project Name/Number: AR ANG Auto F-PA/

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: ANPC-125358856 State: Arkansas
Filing Company: American National Property and Casualty State Tracking Number: EFT \$50
Company
Company Tracking Number: 03-ANP-07-0675
TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
Product Name: AR ANP PPA
Project Name/Number: AR ANG Auto F-PA/

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 01/15/2008

Comments:
Please see the information on the Form Schedule.

Satisfied -Name: Cover Letter **Review Status:** Approved 01/15/2008

Comments:
Attachment:
AR12217f.anp.pdf



American National Corporate Centre
1949 East Sunshine
Springfield, MO • 65899-0001
417-887-0220 • Fax 417-887-1801
<http://www.anpac.com>

American National Property And Casualty Co.
American National General Insurance Co.
American National Lloyds Insurance Co.
Pacific Property And Casualty Co.
ANPAC Louisiana Insurance Co.
American National County Mutual Insurance Co.

December 21, 2007

Arkansas Insurance Department
Property and Casualty Division
1200 West 3rd Street
Little Rock, AR 72201-1904

Re: American National Property And Casualty Company #408-28401
Private Passenger Automobile Program
Independent Filing of Forms
Company Filing #03-ANP-07-0675

American National Property And Casualty Company files herewith the following forms to be utilized with our Private Passenger Automobile Program:

<u>Form Number</u>	<u>Edition</u>	<u>Description</u>
SA-236	12-06	Limits of Liability Endorsement
SA-275	9-07	Automobile Amendatory Endorsement
SA-321	4-06	Additional Interest Endorsement – Joint Ownership
SA-511	4-06	Additional Interest Endorsement – Lessor
SA-651	9-07	Recreational Vehicle Amendatory Endorsement
SA-652	9-07	Motorcycle Amendatory Endorsement
SA-738	4-06	Additional Interest Endorsement – Non-Owned Car Owned by a Business
SA-768	4-06	Additional Interest Endorsement – Interested Party
SA-1361	10-07	Arkansas RV UM and UIM Coverage Endorsement
SA-1362	10-07	Arkansas RV Selection/Rejection of UM and UIM Coverages
SA-1638	12-06	Leisure Vehicle Amendatory Endorsement
SA-1652	12-06	Full Timer Endorsement (25/50)
SA-1654	12-06	Full Timer Endorsement (50/100)
SA-1655	12-06	Full Timer Endorsement (100/300)
SA-1656	12-06	Full Timer Endorsement (250/500)
SA-1657	12-06	Full Timer Endorsement (300/500)
SA-1658	12-06	Full Timer Endorsement (500/500)
SA-1738	12-06	Motorcycle Limits of Liability Endorsement
SA-1811	4-06	Additional Interest Endorsement – Non-Owned Recreational Vehicle
SA-1812	4-06	Additional Interest Endorsement – Non-Owned Motorcycle
SA-1813	4-06	Additional Interest Endorsement – Joint Ownership Recreational Vehicle



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SA-1814	4-06	Additional Interest Endorsement – Joint Ownership Motorcycle
SA-1832	4-06	Additional Interest Endorsement – Non-Owned Car
SA-2095	9-07	Named Non-Owner Coverage Endorsement
SM-484	1-06	Declaration Page
SM-1831	1-06	Declarations, Section II

These forms replace the following forms currently on file with your department:

<u>Form Number</u>	<u>Edition</u>	<u>Description</u>
SA-236	1-90	Limit of Liability Endorsement
SA-275	4-05	Automobile Amendatory Endorsement
SA-321	8-88	Additional Interest Endorsement – Owned Vehicle
SA-651	2-04	Recreational Vehicle Amendatory Endorsement
SA-652	4-05	Motorcycle Amendatory Endorsement
SA-738	8-88	Additional Insured Endorsement – Non-Owned Car
SA-1361	10-99	Arkansas RV UM and UIM Coverage Endorsement
SA-1362	4-05	Arkansas RV Selection/Rejection of UM and UIM Coverages
SA-1638	3-03	Leisure Vehicle Amendatory Endorsement
SA-1652	3-03	Full Timer Endorsement (25/50)
SA-1654	3-03	Full Timer Endorsement (50/100)
SA-1655	3-03	Full Timer Endorsement (100/300)
SA-1656	3-03	Full Timer Endorsement (250/500)
SA-1657	3-03	Full Timer Endorsement (300/500)
SA-1658	3-03	Full Timer Endorsement (500/500)
SA-1738	10-04	Motorcycle Limits of Liability Endorsement
SM-484	12-92	Declaration Page

The purpose of this filing is to introduce the following revisions to our Arkansas American National Property and Casualty Company (ANPAC) auto program in order to create product differentiation between ANPAC and our subsidiary, American National General Insurance Company (ANGIC). We are revising some current endorsements and creating some new endorsements in order to be able to clearly cover the various additional interest situations that may arise.

New and Revised Forms:

1. The SA-236, Limits of Liability Endorsement, and the SA-1738, Motorcycle Limits of Liability Endorsement, are revised to include the entire Limits of Liability provision from the respective policies. This was done for clarification only and there is no intent to change coverage.
2. The SA-275, Automobile Amendatory Endorsement, and the SA-652, Motorcycle Amendatory Endorsement, are revised under Part I – Liability, Additional Payments, item 5.

is amended by increasing loss of earnings from \$50 per day to \$200 per day.

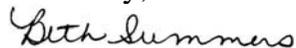
3. The SA-321, Additional Interest Endorsement – Joint Ownership, the SA-1813, Additional Interest Endorsement – Joint Ownership – Recreational Vehicle, and the SA-1814, Additional Interest Endorsement – Joint Ownership – Motorcycle, will extend Part I - Liability coverage and Part III – Car Damage coverage, to the designated joint owner to the extent of the joint owner’s insurable interest or liability exposure. These endorsements will be used when the insured vehicle is jointly owned by another party not listed as an insured on the policy.
4. The SA-511, Additional Interest Endorsement – Lessor, will extend Part I – Liability coverage and Part III – Car Damage coverage, to the designated lessor to the extent of the lessor’s insurable interest or liability exposure. This endorsement will be used when the insured vehicle is a leased vehicle as defined in the endorsement.
5. The SA-651, Recreational Vehicle Amendatory Endorsement, is revised under Definitions Used Throughout This Policy, definitions 6. and 9. are amended to remove reference to camping and travel trailers. These vehicles are considered leisure vehicles under our program and are to be covered with the Leisure Vehicle Amendatory Endorsement added to our auto policy. We also revised Part I – Liability, Additional Payments item 5. by increasing loss of earnings from \$50 per day to \$200 per day.
6. The SA-738, Additional Interest Endorsement – Non-Owned Car Owned by a Business, will extend Part I – Liability coverage and Part III – Car Damage coverage to the designated business to the extent of the business’s insurable interest or liability exposure. This endorsement will be used when the insured vehicle is provided to the named insured or spouse by an employer or business.
7. The SA-768, Additional Interest Endorsement – Interested Party, will extend Part I – Liability coverage to the designated interested party to the extent that party is vicariously liable or otherwise answerable for bodily injury or property damage arising out of the insured’s covered acts or omissions. This endorsement may be used in a situation such as when an insured drives their own vehicle on company business.
8. The SA-1361, Arkansas Recreational Vehicle Uninsured Motorist and Underinsured Motorist Coverage Endorsement has been revised. We have added the American National General Insurance Company title to the heading of this form.
9. The SA-1362, Recreational Vehicle Selection or Rejection of Uninsured and Underinsured Motorist Coverages–Arkansas has been revised. We have added the American National General Insurance Company title to the heading of this form.
10. The SA-1638, Leisure Vehicle Amendatory Endorsement, has been revised with editorial changes only. There is no intent of a change in coverage.

11. The SA-1652, SA-1654, SA-1655, SA-1656, SA-1657 and SA-1658, Full Timer Endorsements, are revised under Additional Coverages Applying to Coverage PL and/or Coverage MP, item 3. is amended by increasing loss of earnings from \$50 per day to \$200 per day. Other editorial changes were made.
12. The SA-1811, Additional Interest Endorsement – Non-Owned Recreational Vehicle, the SA-1812, Additional Interest Endorsement – Non-Owned Motorcycle, and the SA-1832, Additional Interest Endorsement – Non-Owned Car, will extend Part I – Liability coverage and Part III – Car Damage coverage to the designated owner to the extent of the owner’s insurable interest or liability exposure. These endorsements may be used in a situation where the insured vehicle is solely owned by another party not listed as an insured on the policy.
13. The SA-2095, Named Non-Owner Coverage Endorsement, will extend Part I – Liability Coverage and Part IV – Uninsured Motorist and Underinsured Motorist Coverage to an individual who does not own a car, in whole or in part, but would like the coverage provided by an automobile insurance policy in the event he is driving a non-owned vehicle.
14. The SM-484, Declaration has been revised to display more policy and rating information.
 - a. The Lienholder(s)/Mortgagee(s) section and the Endorsement listing section have been removed. These sections will now be displayed on the new SM-1831.
 - b. A statement has been added notifying the policyholder to review Declaration Section II for additional information.

We propose this filing become effective March 26, 2008, for new business and March 29, 2008, for renewals.

If you have any questions regarding this filing, please feel free to contact me. Please acknowledge receipt in your usual manner.

Sincerely,



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Enclosures