

<i>SERFF Tracking Number:</i>	<i>AOIC-125746383</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Auto-Owners Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>DWF-AR-01-07/25/2008-15261</i>		
<i>TOI:</i>	<i>01.0 Property</i>	<i>Sub-TOI:</i>	<i>01.0002 Personal Property (Fire and Allied Lines)</i>
<i>Product Name:</i>	<i>Dwelling Fire</i>		
<i>Project Name/Number:</i>	<i>DWF/15261 DWF</i>		

## Filing at a Glance

Company: Auto-Owners Insurance Company

Product Name: Dwelling Fire

TOI: 01.0 Property

Sub-TOI: 01.0002 Personal Property (Fire and Allied Lines)

Filing Type: Form

SERFF Tr Num: AOIC-125746383

SERFF Status: Closed

Co Tr Num: DWF-AR-01-07/25/2008-15261

Co Status: Pending

Authors: Claudia Stewart, Jessica Turner

Date Submitted: 07/24/2008

State: Arkansas

State Tr Num: EFT \$50

State Status: Fees verified and received

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

Disposition Date: 07/30/2008

Disposition Status: Approved

Effective Date (New):

Effective Date Requested (New): On Approval

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):

State Filing Description:

## General Information

Project Name: DWF

Project Number: 15261 DWF

Reference Organization:

Reference Title:

Filing Status Changed: 07/30/2008

State Status Changed: 07/30/2008

Corresponding Filing Tracking Number:

Filing Description:

FORM FILING: See Filing Description Tab

Forms Attach To:

Personal Liability Policy

Submitted for your approval is the attached list of forms. Forms are submitted in final printed copy.

If you have any questions, please feel free to contact one of the following:

Status of Filing in Domicile: Not Filed

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

SERFF Tracking Number: AOIC-125746383 State: Arkansas  
Filing Company: Auto-Owners Insurance Company State Tracking Number: EFT \$50  
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TOI: 01.0 Property Sub-TOI: 01.0002 Personal Property (Fire and Allied Lines)  
Product Name: Dwelling Fire  
Project Name/Number: DWF/15261 DWF

**Manager:**

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PERSONAL PROPERTY UNDERWRITING - SOUTH  
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517-886-1923 Ext. 1923

**Underwriter:**

SHAFEEK KANAZEH  
KANAZEH.SHAFEEK@AOINS.COM  
(517) 327-4930

## Company and Contact

### Filing Contact Information

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PO Box 30660 (800) 346-0346 [Phone]  
Lansing, MI 48909-8160 (517) 391-1903[FAX]

### Filing Company Information

Auto-Owners Insurance Company CoCode: 18988 State of Domicile: Michigan  
P.O. Box 30660 Group Code: 280 Company Type: PC  
Lansing, MI 48909-8160 Group Name: Auto-Owners Ins State ID Number:  
Group  
(800) 346-0346 ext. [Phone] FEIN Number: 38-0315280  
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## Filing Fees

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

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Auto-Owners Insurance Company	\$50.00	07/24/2008	21577566

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Becky Harrington	07/30/2008	07/30/2008

*SERFF Tracking Number:* AOIC-125746383      *State:* Arkansas  
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*Product Name:* Dwelling Fire  
*Project Name/Number:* DWF/15261 DWF

## **Disposition**

Disposition Date: 07/30/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AOIC-125746383 State: Arkansas  
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Item Type	Item Name	Item Status	Public Access
<b>Supporting Document</b>	Uniform Transmittal Document-Property & Casualty	Approved	Yes
<b>Supporting Document</b>	Readability Certificate	Approved	Yes
<b>Form</b>	Personal Liability Policy	Approved	Yes
<b>Form</b>	Incidental Business Occupancy Endorsement	Approved	Yes
<b>Form</b>	Additional Insured	Approved	Yes
<b>Form</b>	Beauty Parlor and Barber Shop Professional Liability	Approved	Yes
<b>Form</b>	Contract of Sale Clause	Approved	Yes
<b>Form</b>	Dwelling Under Construction	Approved	Yes
<b>Form</b>	Incidental Farm Liability Coverage	Approved	Yes
<b>Form</b>	Recreational Vehicle Liability Endorsement	Approved	Yes
<b>Form</b>	Structures Rented to Others	Approved	Yes
<b>Form</b>	Waterbed Liability Coverage	Approved	Yes
<b>Form</b>	Watercraft Liability Amendatory	Approved	Yes
<b>Form</b>	Non-Duplication of Farm Coverage	Approved	Yes
<b>Form</b>	Teachers and School Administrator Professional Liability	Approved	Yes
<b>Form</b>	Personal Liability Policy Jacket	Approved	Yes
<b>Form</b>	Amendatory Endorsement - Arkansas	Approved	Yes
<b>Form</b>	Policy Cancellation and Nonrenewal - Arkansas	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Personal Liability Policy	15261	01-07	Policy/Coverage Form		56.20	15261_1-07_.pdf
Approved	Incidental Business Occupancy Endorsement	15264	07-07	Endorsement/Amendment/Conditions		56.50	15264_7-07_.pdf
Approved	Additional Insured	15307	07-07	Endorsement/Amendment/Conditions		56.60	15307 (7-07).pdf
Approved	Beauty Parlor and Barber Shop Professional Liability	15308	07-07	Endorsement/Amendment/Conditions		56.50	15308 (7-07).pdf
Approved	Contract of Sale Clause	15309	07-07	Endorsement/Amendment/Conditions		57.00	15309 (7-07).pdf
Approved	Dwelling Under Construction	15360	07-07	Endorsement/Amendment/Conditions		56.40	15360 (7-07).pdf
Approved	Incidental Farm Liability Coverage	15361	07-07	Endorsement/Amendment/Conditions		48.90	15361 (7-07).pdf
Approved	Recreational Vehicle Liability Endorsement	15362	07-07	Endorsement/Amendment/Conditions		55.90	15362 (7-07).pdf
Approved	Structures Rented to Others	15365	07-07	Endorsement/Amendment		56.80	15365 (7-07).pdf

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*Product Name:* Dwelling Fire  
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Approval	Description	Policy No	Effective Date	Endorsement/Condition	Rate	Attachment
Approved	Waterbed Liability Coverage	15369	07-07	Endorsement/Condition	56.60	15369 (7-07).pdf
Approved	Watercraft Liability Amendatory	15370	07-07	Endorsement/Condition	56.60	15370 (7-07).pdf
Approved	Non-Duplication of Farm Coverage	15381	07-07	Endorsement/Condition	56.60	15381 (7-07).pdf
Approved	Teachers and School Administrator Professional Liability	15382	07-07	Endorsement/Condition	42.70	15382 07-07.pdf
Approved	Personal Liability Policy Jacket	57126	05-08	Other New	56.20	57126 05-08.pdf
Approved	Amendatory Endorsement - Arkansas	15272	07-07	Endorsement/Condition	64.80	15272 07-07.pdf
Approved	Policy Cancellation and Nonrenewal - Arkansas	15285	07-07	Cancellation/NonRenewal Notice	52.00	15285 07-07.pdf



## PERSONAL LIABILITY POLICY

This policy is a legal contract between you and us.

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

The **DECLARATIONS** contain:

Your name  
 Location of the residence premises  
 Policy Term  
 Coverages  
 Limits of Insurance  
 Deductible (Amounts)

<u>You Will Find</u>	<u>Beginning On Page</u>
<b>INSURING AGREEMENT</b>	1
<b>DEFINITIONS</b>	1
<b>COVERAGES</b>	3
<b>EXCLUSIONS</b>	4
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# INSURING AGREEMENT

The attached Declarations describe the Coverages and Limits of Liability for which **you** have paid a premium. In reliance upon **your** statements in the Declarations and application(s), **we** agree to provide insurance subject to all terms and conditions of this policy. In return, **you** must pay the premium and comply with all the terms and conditions of this policy. This policy applies to damages which occur during the policy term shown in the Declarations.

## DEFINITIONS

To understand this policy, **you** must understand the meaning of the following words. These words appear in **bold face type** whenever used in this policy and endorsements attached to this policy.

1. **Aircraft** means a conveyance designed or used for flight including self-propelled missiles and spacecraft.
2. **Bodily injury** means physical injury, sickness or disease sustained by a person including resulting death of that person. **Bodily injury** does not include **personal injury**.
3. **Business** means:
  - a. any full or part time trade, profession or occupation;
  - b. home day care services provided by an **insured**; and
  - c. rental or holding out for rental to others of any premises by any **insured**.

**Business** does not include:

  - a. home day care services:
    - (1) any **insured** provides on an infrequent and irregular basis;
    - (2) provided part time by a **relative** who is under 21 years of age;
    - (3) provided to a **relative** by any **insured**; nor
    - (4) provided on a mutual exchange basis;
  - b. occasional rental or holding out for occasional rental to others of the **residence premises** for use as a dwelling;
  - c. rental or holding out for rental to others a part of the **residence premises** for use as a dwelling, provided the rental is to no more than two roomers or boarders in any single family unit; nor
  - d. rental or holding out for rental to others a part of the **residence premises** as a private garage, office, school or studio.
4. **Incident** means an offense(s) committed by any **insured** resulting in **personal injury** and includes, as one **incident**, all continuous or repeated exposure to substantially the same generally harmful condition.
5. **Insured** means:
  - a. **you**;
  - b. **your relatives**; and
  - c. any other person under the age of 21 residing with **you** who is in **your** care or the care of a **relative**.

**Insured** also means:

  - d. with respect to any vehicle covered by this policy:
    - (1) any employee of a person in **a.**, **b.** or **c.** above, while engaged in the employment of that person; or
    - (2) any other person you permit to use the vehicle while on an **insured premises**.
  - e. any person or organization legally responsible for animals or **watercraft** covered by the policy and owned by a person in **a.**, **b.** or **c.** above. However, **we** will cover that person or organization only with respect to those animals or **watercraft**. **We** will not cover any person nor organization using or having custody of animals or **watercraft** in the course of any **business** or without permission of the owner.
6. **Insured premises** means:
  - a. the **residence premises**;
  - b. any structures or grounds **you** use in connection with **your residence premises**;

- c. any other premises **you** acquire during the policy term and which **you** intend to use as a **residence premises**;
- d. that part of any other premises where **you** reside and which is shown in the Declarations;
- e. any part of a premises not owned by any **insured** but where any **insured** may be temporarily residing;
- f. any part of a premises not owned by an **insured** which any **insured** may rent for nonbusiness purposes, such as banquet halls and storage facilities;
- g. vacant land, other than farmland, owned by or rented to any **insured**;
- h. cemetery plots or burial vaults owned by any **insured**;
- i. land owned by or rented to any **insured** on which a one or two family dwelling is being constructed as a residence for the **insured**; and
- j. 200 or less acres of farmland on which there are no buildings when such land is farmed by anyone other than any **insured**.

7. **Motor vehicle** means a motorized land vehicle. **Motor vehicle** does not include a **recreational vehicle**.

8. **Occurrence** means an accident that results in **bodily injury** or **property damage** and includes, as one **occurrence**, all continuous or repeated exposure to substantially the same generally harmful conditions.

9. **Personal injury** means:
- a. libel, slander or defamation of character;
  - b. false arrest, detention or imprisonment, or malicious prosecution;
  - c. invasion of privacy; or
  - d. wrongful eviction or wrongful entry.

**Personal injury** does not include **bodily injury**.

10. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, liquids, gases and

waste. Waste includes materials to be recycled, reconditioned or reclaimed.

11. **Property damage** means damage to or destruction of tangible property including resulting loss of use of that property.

12. **Recreational vehicle** means a motorized land vehicle designed primarily for recreational purposes but not designed for travel on public roads. **Recreational vehicle** does not include **watercraft**.

13. **Relative** means a person who resides with **you** and who is related to **you** by blood, marriage or adoption. **Relative** includes a ward or foster child who resides with **you**.

14. **Residence employee** means:
- a. an employee of any **insured** whose duties are in connection with the maintenance or use of the **residence premises**, including household or domestic services; or
  - b. an employee who performs similar duties elsewhere but not in connection with any **insured's business**.

15. **Residence premises** means:
- a. the one or two family dwelling where **you** reside, including the building, the grounds and other structures on the grounds; or
  - b. that part of any other building where **you** reside, including grounds and structures
- which is described in the Declarations.

16. **Suit** means a civil court proceeding in which damages because of loss to covered property, **bodily injury**, **property damage** or **personal injury** to which this insurance applies are alleged.

17. **Watercraft** means a conveyance capable of being used as a means of transportation on water.

18. **We, us** or **our** means the Company providing this insurance.

19. **You** or **your** means the first named **insured** shown in the Declarations and if an individual, **your** spouse who resides in the same household.

# COVERAGES

## Personal Liability

1. We will pay all sums any **insured** becomes legally obligated to pay as damages because of or arising out of **bodily injury** or **property damage** caused by an **occurrence** to which this coverage applies. However, with respect to any **aircraft**, **motor vehicle**, **recreational vehicle** or **watercraft**:

a. we will pay damages because of or arising out of the ownership, maintenance, use, loading or unloading of only:

- (1) a **motor vehicle** stored on an **insured premises** which has been rendered inoperable by complete detachment of parts, or by mechanical breakdown;
- (2) **motor vehicles** not subject to registration by a state regulatory agency which are used primarily for servicing and maintaining an **insured premises**;
- (3) a conveyance designed primarily to provide mobility to the handicapped, provided it is not subject to registration by a state regulatory agency;
- (4) electrically powered vehicles designed for and used as toys;
- (5) a **watercraft**, camper, home or utility trailer when neither being towed by nor carried on a **motor vehicle**;
- (6) **recreational vehicles** owned by any **insured** while on an **insured premises**;
- (7) **recreational vehicles** that are motorized golf carts;
- (8) a **watercraft** owned by any **insured**:
  - (a) powered by inboard or inboard-outdrive motor power of 175 horsepower or less;
  - (b) powered by one or more outboard motors with:
    - 1) total combined horsepower of 120 HP or less; and
    - 2) total combined horsepower not in excess of that

specified by the **watercraft** manufacturer; and

(c) that is a sailboat less than 26 feet in length; and

(9) a model **aircraft** neither designed nor used for transporting persons or cargo.

b. we will pay damages because of or arising out of the maintenance, use, loading or unloading of only:

(1) a **motor vehicle** which is not owned nor operated by nor rented to nor loaned to any **insured**;

(2) a **recreational vehicle** which is not owned by any **insured**; and

(3) a **watercraft** not owned by nor available for regular use by any **insured** provided use of the **watercraft** is with a reasonable belief of permission to do so.

2. We will pay all sums any **insured** becomes legally obligated to pay as damages because of or arising out of **personal injury** caused by an **incident** to which this policy applies.

We will settle or defend, as we consider appropriate, any claim or **suit** for damages covered by this policy. We will do this at **our** expense, using attorneys of **our** choice. This agreement to settle or defend claims or **suits** ends when we have paid the limit of **our** liability.

## Medical Payments To Others

A person who sustains **bodily injury** is entitled to this coverage when that person is:

1. on an **insured premises** with the permission of an **insured**;
2. elsewhere, if the **bodily injury**:
  - a. arises out of a condition on the **insured premises** or the adjoining ways;
  - b. is caused by the activities of an **insured** or a **residence employee** in the course of employment by an **insured**;
  - c. is caused by an animal owned by or in the care of an **insured**; or

- d. is sustained by a **residence employee** and arising out of and in the course of employment by an **insured**; or
- 3. injured because of the operation or use of an **aircraft, motor vehicle, recreational vehicle** or **watercraft** covered by this policy.

We will pay the reasonable expenses incurred for necessary:

- 1. medical, surgical, X-ray and dental services;
- 2. prosthetic devices, eye glasses, hearing aids, drugs and medicines; and

- 3. ambulance, hospital, licensed nursing and funeral services.

These expenses must be incurred within three years from the date of the **occurrence** causing **bodily injury** covered by this policy. The **bodily injury** must be discovered, treated and reported to **us** within one year of the **occurrence**.

We may pay the injured person or the party that renders the medical services. Payment under this coverage is not an admission of liability by **us** or an **insured**.

## EXCLUSIONS

### Personal Liability and Medical Payments To Others

No coverage applies:

- 1. to **bodily injury, property damage** or **personal injury** arising out of any premises owned, rented or controlled by any **insured** which is not an **insured premises**. This exclusion does not apply to **bodily injury** to a **residence employee** arising out of and in the course of employment by any **insured** at such premises.
- 2. to **bodily injury** or **personal injury** to a fellow employee of an **insured** sustained in the course of employment.
- 3. to **bodily injury** or **personal injury** because of or arising out of corporal punishment administered by or at the direction of an **insured** if that **insured** is a member of the faculty or teaching staff of any school or college.
- 4. to **bodily injury** or **personal injury** because of or arising out of a communicable disease transmitted by any **insured**.
- 5. to **bodily injury** or **property damage** because of or arising out of any **insured's** preparation for, practice or participation in any prearranged racing, speed or demolition contest involving any **aircraft, motor vehicle, recreational vehicle** or **watercraft**. This exclusion does not apply to a **watercraft** that is a sailboat less than 26 in length.
- 6. to **bodily injury** or **property damage** because of or arising out of the ownership, maintenance, use, loading or unloading of any water jet propelled **watercraft** of any kind less than 16 feet in length. This exclusion does not apply to only a jet propelled **watercraft** less than 16 feet in length and not owned by any **insured**.

- 7. to **bodily injury** or **property damage** because of or arising out of the ownership, maintenance, use, loading or unloading of any **aircraft, motor vehicle, recreational vehicle** or **watercraft**. This exclusion does not apply:

- a. to **aircraft, motor vehicles, recreational vehicles** or **watercraft** described under **COVERAGES, Personal Liability, 1.a.(1) through 1.a.(9) and 1.b.(1) through 1.b.(3)**; or
- b. to **bodily injury** to any **residence employee** arising out of or in the course of employment by an **insured**.

- 8. to parental liability for **bodily injury** or **property damage**, whether or not imposed by law, because of or arising out of actions of a child or minor for use of an **aircraft, motor vehicle, recreational vehicle** or **watercraft** if such use is excluded or otherwise limited by this policy.

- 9. to **bodily injury** or **property damage** because of or arising out of:

- a. the entrustment to any person by any **insured**; nor
- b. the supervision of any person by any **insured**

with regard to the ownership, maintenance, use, loading or unloading of an **aircraft, motor vehicle, recreational vehicle** or **watercraft**.

This exclusion does not apply:

- a. to **aircraft, recreational vehicles** and **watercraft** that are covered by this policy; nor

- b. to **motor vehicles** that are covered by this policy. This exception does not apply to **motor vehicles** that are not owned by any **insured**.
- 10. to **bodily injury** or **property damage** because of or arising out of the rendering of or failure to render professional services of any kind.
- 11. to **bodily injury** or **property damage** because of or arising out of a **business** owned or financially controlled by an **insured** or by a partnership or joint venture of which an **insured** is a partner or a member. This exclusion does not apply to activities of an **insured** ordinarily incident to nonbusiness pursuits.
- 12. to **bodily injury** or **property damage** reasonably expected or intended by the **insured**. This exclusion applies even if the **bodily injury** or **property damage** is of a different kind or degree, or is sustained by a different person or property, than that reasonably expected or intended.
- 13. to **bodily injury** or **property damage** caused by war, including any 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.

## Personal Liability

No coverage applies:

- 1. to liability assumed under:
  - a. any oral contract or agreement; or
  - b. any contract or agreement:
    - (1) in connection with any **business** of an **insured**; nor
    - (2) entered into after the event causing the loss.
- 2. to liability for **your** share of any loss assessment charged against all members of an association, corporation or community of property owners. This exclusion does not apply to the additional coverage, **Loss Assessment**.
- 3. to liability for any property stolen or converted by the **insured**.
- 4. to **bodily injury** or **property damage** when any **insured** is covered by or is required to be covered by a nuclear energy liability policy. This exclusion applies

even if the limits of liability of that policy have been exhausted.

- 5. to **bodily injury** to any person if an **insured** has or is required to have a policy providing workers compensation, nonoccupational disability or occupational disease benefits covering the **bodily injury**.
- 6. to **bodily injury** or **personal injury** to any **insured**. This exclusion does not apply to **bodily injury** sustained by an **insured** because of arising out of the maintenance or use of only a **watercraft** covered by this policy.
- 7. to **personal injury**:
  - a. in connection with any **business**, occupation, trade or profession; nor
  - b. with respect to any publication or utterance made knowing it to be false.
- 8. to **property damage** to property owned by any **insured**.
- 9. to **property damage** to property occupied or used by any **insured** or rented to or in the care of any **insured**. This exclusion does not apply to **property damage** to such property caused by fire, smoke or explosion.

## Medical Payments To Others

No coverage applies:

- 1. to **bodily injury** to any person who is entitled to benefits which are provided or required to be provided under any:
  - a. workers compensation law;
  - b. nonoccupational disability law; or
  - c. occupational disease law.
- 2. to **bodily injury** from any:
  - a. nuclear reaction;
  - b. radiation;
  - c. radioactive contamination; or
  - d. consequence of 2.a. - 2.c..
- 3. to **bodily injury** to any **insured** or any other person, except a **residence employee**, who regularly resides on

any part of any **insured premises**. This exclusion does not apply:

- a. to **bodily injury** because of the operation or use of a **recreational** vehicle that is a motorized golf cart; nor

- b. to **bodily injury** sustained by an **insured** because of or arising out of the maintenance use of only a **watercraft** covered by this policy.

## ADDITIONAL COVERAGES

In addition to **our** limit of liability, **we** will also pay the following:

### Damage To Property Of Others

**We** will pay for **property damage** caused by any **insured** to property owned by others. **We** will pay no more than the full cost of repair or the replacement cost at the time of loss. In no event shall **we** pay more than \$500 in any one **occurrence**.

**We** will not pay for **property damage**:

1. caused intentionally by any **insured** who has attained the age of 13.
2. to property owned by any **insured**, nor owned by or rented to any tenant of an **insured** or any resident of **your** household.
3. to property to the extent it is covered by other valid and collectible insurance.
4. arising out of:
  - a. any act or omission in connection with a premises (other than an **insured premises**) owned, rented or controlled by any **insured**;
  - b. a **business**;
  - c. ownership, maintenance or use of an **aircraft**, **motor vehicle** or **watercraft**; nor
  - d. theft or conversion of property by the **insured**.

### Miscellaneous Expenses

1. All costs **we** incur and all costs charged against any **insured** in the settlement of any claim or defense of any **suit**.
2. Interest on damages owed by **you** because of a judgment in a **suit we** defend and accruing:
  - a. after the judgment, and until **we** pay, offer or deposit in court, the amount for which **we** are liable under this policy; or

- b. before the judgment, where owed by law, but only on that part of the judgment **we** pay.

3. Premiums on bonds required in any **suit we** defend. **We** will not pay the premium for any portion of a bond for an amount that is greater than **our** limit of liability. **We** have no obligation to apply for or furnish these bonds.
4. Loss of earnings up to \$100 a day, but not other income, when **we** ask **you** to help **us** investigate or defend any claim or **suit**.
5. Any other reasonable expenses incurred at **our** request.

### First Aid Expenses

Expenses for first aid to other persons at the time of the **occurrence**. **We** will pay only expenses which any **insured** incurs for treatment of **bodily injury** covered by this policy. **We** will not pay for first aid to any **insured**.

### Loss Assessment

**We** will pay up to \$2,500 for **your** share of any loss assessment charged against **you** as an owner or tenant of the **residence premises** by an association or corporation of property owners if the assessment is made as a result of:

1. an **occurrence** or **incident** covered by this policy; or
2. liability for an act of a director, trustee or officer in his or her capacity as such. The director, trustee or officer must:
  - a. be elected by the members of the association or corporation, and
  - b. serve without pay for performing his or her duties.

**We** will not pay for any loss assessments charged by a governmental body. The most **we** will pay is \$2,500 regardless of the number of assessments, for loss arising out of an **occurrence**, **incident** or a covered act of a director, officer or trustee. An act involving more than one director, officer or trustee shall be considered a single act.

## LIMIT OF LIABILITY

We will pay damages up to the limit shown in the Declarations as follows:

### Personal Liability

1. We will pay damages for **bodily injury, property damage** and **personal injury** up to the limit shown in the Declarations under "Personal Liability". That limit is the amount of coverage and the most we will pay for all damages because of or arising out of:

- a. all **bodily injury** and all **property damage** in any one **occurrence**; and
- b. all **personal injury** in any one **incident**.

In no event shall we pay more than the limit of liability for all damages because of or arising out of an **occurrence** and an **incident** which result from the same set of general circumstances.

2. The limit of liability is not increased because of the number of:

- a. **insureds**;
- b. persons injured;
- c. claims made or **suits** brought; or

- d. **insured premises** shown in the Declarations or premiums charged.

### Medical Payments To Others

1. We will pay medical expenses for **bodily injury** up to the limit shown in the Declarations under "Medical Payments". However, for **bodily injury** because of the operation or use of a **recreational vehicle** that is a motorized golf cart we will pay no more than \$500. That limit is the amount of coverage and the most we will pay for all medical expenses because of or arising out of **bodily injury** to any one person in any one **occurrence**.

2. The limit of liability is not increased because of the number of:

- a. **insureds**;
- b. persons injured;
- c. claims made or **suits** brought; or
- d. **insured premises** shown in the Declarations or premiums charged.

## PERSONAL LIABILITY CONDITIONS

### Severability

Except as to **our** limit of liability, this coverage applies separately to each **insured** against whom claim is made or **suit** is brought.

### Suit Against Us

We may not be sued unless there is full compliance with all the terms of this policy.

We may not be sued under the **Personal Liability** coverage until the obligation of any **insured** to pay is finally determined either by:

- 1. judgment against that person after actual trial; or

- 2. written agreement of that person, the claimant and **us**.

No one shall have any right to make **us** a party to a **suit** to determine the liability of any **insured**.

### Bankruptcy

We are not relieved of any obligation under this policy because of the bankruptcy or insolvency of any **insured**.

### Other Insurance - Personal Liability

This insurance is excess over any other valid and collectible insurance. However, if the other insurance is specifically written as excess insurance over this policy, the limits of this policy apply first.

## WHAT TO DO IN CASE OF LOSS

### Personal Liability

In the event of **bodily injury, property damage or personal injury**, the **insured** must:

1. notify **us** or **our** agency as soon as possible. The notice must give:
  - a. **your** name and policy number;
  - b. the time, place and circumstances of the **occurrence or incident**; and
  - c. the names and addresses of injured persons and witnesses;
2. promptly send **us** any legal papers received relating to any claim or **suit**.
3. cooperate with **us** and assist **us** in any matter relating to a claim or **suit**; and
4. if a loss covered under the additional coverage **Damage To Property Of Others** occurs, send **us** sworn proof of

loss, within 60 days of the **occurrence**. **You** shall also exhibit the damaged property if within **your** control.

An **insured** will not, except at his or her own cost, voluntarily make any payment, assume any obligation or incur any expenses at the time of the **occurrence or incident**. Expenses covered under the additional coverage **First Aid Expenses** may be incurred by an **insured**.

### Medical Payments To Others

When a claim under **Medical Payments To Others** is involved, the injured person or someone acting on behalf of the injured person must:

1. **give us**, as soon as possible, written proof of claim under oath if required;
2. submit to physical examinations at **our** expense by doctors **we** select, as often as **we** may reasonably require; and
3. authorize **us** to obtain medical and other records.

## GENERAL POLICY CONDITIONS

### Assignment

Interest in this policy may not be transferred without **our** written consent. If **you** die, the policy will cover:

1. any surviving member of **your** household who was covered under this policy at the time of **your** death, but only while a resident of the **insured premises**;
2. **your** legal representative while acting in that capacity; and
3. any person having proper custody of covered property until a legal representative is appointed.

### Concealment Or Fraud

This entire policy is void if, whether before, during or after a loss, any **insured** has:

1. intentionally concealed or misrepresented any material fact or circumstance;
2. engaged in fraudulent conduct; or
3. made false statements

relating to this insurance.

### Changes

This policy and the Declarations include all the agreements between **you** and **us** or **our** agency relating to this insurance. No change or waiver may be effected in this policy except by endorsement issued by **us**. If a premium adjustment is necessary, **we** will make the adjustment as of the effective date of the change.

**We** may adjust **your** premium during the policy term because of changes in the factors that were used to determine such premium. These factors include but are not limited to coverages and limits of liability.

Premium adjustments will be made at the time of such changes or when **we** become aware of the changes, if later.

If **we** make a change which broadens coverage under this policy without additional premium charge, that change will apply to **your** insurance as of the date **we** implement the change in **your** state.

### Inspections

**We** may, but **are** not required to, inspect **your** property and operations. **Our** inspection or resulting advice or report does

not warrant that **your** property or operations are safe or healthful or comply with any laws, rules or regulations.

## **Our Right To Recover Payment**

After making payment under this policy, **we** will have the right to recover to the extent of **our** payment from anyone held responsible. This condition does not apply to **Medical Payments To Others** nor to **Damage To Property Of Others**. **You** will do whatever is required to transfer this right to **us**.

## **Recoveries**

This condition applies if **we** pay for a loss and then payment is made by those responsible for the loss.

The **insured** must inform **us** or **we** must inform that **insured** if either receives payment.

Proper costs incurred by either party are paid first.

If the claim paid is less than the agreed loss because of limiting terms, the recovery is prorated between the **insured** and **us** based on the interest of each in the loss.

Specimens

## INCIDENTAL BUSINESS OCCUPANCY

### Personal Liability Policy

It is agreed:

1. Under **COVERAGES, Personal Liability** and **Medical Payments To Others**, apply to any **insured** with respect to the incidental office, professional, private school or studio occupancy located at the **residence premises** and described in the Declarations under "Incidental Business Occupancy".
2. Under **EXCLUSIONS, Personal Liability** and **Medical Payments To Others** is amended as follows.
  - a. Paragraph **11.** does not apply with regard to only the coverage provided by **1.** above.
  - b. The following exclusions are added.
    - (1) to **bodily injury** to any employee of any **insured** because of or arising out of the **business** described in the Declarations nor any business pursuits.
    - (2) to **bodily injury** to any pupil because of or arising out of corporal punishment administered by or at the direction of any **insured**.

All other policy terms and conditions apply.

**ADDITIONAL INSURED**  
**Personal Liability Policy**

It is agreed:

1. Under **DEFINITIONS**, **5. Insured** is amended to include the person or organization described in the schedule of SECURED INTERESTED PARTIES AND/OR ADDITIONAL INTERESTED PARTIES, but with regard to only the **residence premises**.
2. Under **EXCLUSIONS**, **Personal Liability** and **Medical Payments To Others** the following is added:

**Personal Liability** and **Medical Payments To Others** do not apply to **bodily injury** to any employee of the person or organization named in the schedule of SECURED INTERESTED PARTIES AND/OR ADDITIONAL INTERESTED PARTIES arising out of or in the course of the injured person's employment by such person or organization.

All other policy terms and conditions apply.

## BEAUTY PARLOR AND BARBER SHOP PROFESSIONAL LIABILITY

### Personal Liability Policy

It is agreed:

1. Under **DEFINITIONS**, **5. Insured** is amended as follows:

**Insured** also means:

- a. any employee of any **insured** while acting within the scope of his or her duties with regard to such **insured's** beauty parlor or barber shop located at the **residence premises**.
- b. any person who enters into an agreement with **you** for the use of any portion of the **residence premises** by such person to render professional services usual to a beauty parlor or barber shop and such person's employees.

2. Under **EXCLUSIONS**, **Personal Liability** and **Medical Payments To Others** is amended as follows:

- a. Exclusion **10.** does not apply to **bodily injury** or **property damage** because of or arising out of the rendering of professional services on or away from the **residence premises** with regard to only the operation of a beauty parlor or barber shop by any **insured** at the **residence premises**.

- b. The following exclusions are added and apply in addition to those contained in the policy.

- (1) to face-lifting or plastic surgery;
- (2) to the removal of warts, moles or other growths;
- (3) to hair transplant procedures;
- (4) to the ownership, maintenance or use of any apparatus using X-ray, electrical rays or electrolysis for the removal of hair;
- (5) to the combustion, burning, or explosion of combs or other articles or products which are flammable;

- (6) to weight-reducing treatments of the body, body message, other than facial or scalp message, electrical or steam baths or sauna;

- (7) to any hair-straightening services unless such service is performed by the use of cold waving solutions;

- (8) to the use, administration or application of any dye or coloring to eyelashes or eyebrows, other than "Roux Lash" or "Brow Tin", "Spiros Coloura" or mascara and eyebrow pencils;

- (9) to the operation of a beauty or barber school;

- (10) to any goods or products which any **insured** manufactures, bottles or rebottles, or packages;

- (11) to an artificial tanning device;

- (12) to any person with respect to **bodily injury** to any fellow employee injured in the course of employment; nor

- (13) to services rendered or preparations, products, apparatus or other equipment used in violation of:

- (a) any law;

- (b) rule or regulation

of any federal, state, municipal or other local government. This exclusion does not apply to any **insured**.

3. Under **ADDITIONAL COVERAGES**, the following is added:

#### **Voluntary Property Damage**

a. We will pay, at the request of any **insured**, for **property damage** caused by such **insured** to property owned by or in the possession or custody of any **insured** in connection with the operation of a beauty parlor or barber shop. We will pay no more than the full cost of repair or the replacement cost at the time of the loss. In no event shall we pay more than \$250 per

customer or more than \$250 in any one **occurrence**.

b. We will not pay for **property damage** arising out of disappearance, removal or theft.

All other policy terms and conditions apply.

**CONTRACT OF SALE CLAUSE**  
**Personal Liability Policy**

It is agreed:

**You** have made a contract of sale for the property described in the Declarations with the person(s) or entity shown on the schedule of SECURED INTERESTED PARTIES AND/OR ADDITIONAL INTERESTED PARTIES.

2. The insurance provided by this endorsement does not increase any limit of liability shown in the Declarations.

**We** agree:

All other policy terms and conditions apply.

1. The interest of that person(s) or entity in that contract is also insured under this policy.

## **DWELLING UNDER CONSTRUCTION**

### **Personal Liability Policy**

It is agreed:

1. Under **DEFINITIONS, 15. Residence premises** is amended to include the one or two family dwelling under construction, including the building, the grounds and other structures on the grounds which is described in the Declarations.

2. **COVERAGES** is amended as follows:

When a location is shown in the Declarations under "Temporary Residence Premises Coverage," **Personal Liability** and **Medical Payments To Others** are

extended to the location. This coverage extension is not an additional amount of insurance.

This coverage extension ceases when the dwelling is occupied by **you** or 30 days after completion, whichever comes first.

All other policy terms and conditions apply.

## INCIDENTAL FARM COVERAGE

### Personal Liability Policy

It is agreed:

#### 1. DEFINITIONS

The definitions contained in the policy, to which this endorsement is attached, apply to this endorsement subject to the following revisions. These revisions apply only to this endorsement.

a. The definitions of **insured premises** and **motor vehicle** are deleted and replaced by the following:

(1) **Insured premises** means:

- (a) the **residence premises**;
- (b) any structures or grounds **you** use in connection with **your residence premises**;
- (c) any other premises **you** acquire during the policy term and which **you** intend to use as a **residence premises**;
- (d) that part of any other premises where **you** reside and which is shown in the Declarations;
- (e) any part of a premises not owned by any **insured** but where any **insured** may be temporarily residing;
- (f) any part of a premises not owned by any **insured** which any **insured** may rent for nonbusiness purposes, such as banquet halls and storage facilities;
- (g) vacant land, other than farmland, owned by or rented to any **insured**;
- (h) cemetery plots or burial vaults owned by any **insured**;
- (i) land owned by or rented to any **insured** on which a one or two family dwelling is being constructed as a residence for the **insured**; and

(j) 360 or less acres of farmland when such land is farmed by any **insured** or by anyone other than any **insured**.

(2) **Motor vehicle** means a motorized land vehicle. **Motor vehicle** does not include a **farm implement** or a **recreational vehicle**.

b. The following definitions are added:

- (1) **Farm employee** means an employee of an **insured** whose duties are primarily in connection with an **insured's** farming operations at an **insured premises**.
- (2) **Farm implement** means farm machinery or implement used for farming.
- (3) **Livestock** means animals kept or raised for use or profit. **Livestock** does not include fur bearing animals, **poultry** or household pets.
- (4) **Poultry** means domesticated birds kept for eggs or meat. **Poultry** does not include ostriches, rheas and emus.

#### 2. COVERAGES

a. **Farm Liability Coverage**

(1) **We** will pay all sums an **insured** becomes legally obligated to pay as damages because of or arising out of **bodily injury** or **property damage**. The **bodily injury** or **property damage** must be caused by an **occurrence** arising out of an **insured's** farming operations at an **insured premises**. However, with respect to **farm implements**:

(a) **we** will pay damages because of or arising out of the ownership, maintenance, use, loading or unloading of only a **farm implement** owned by an **insured**; and

- (b) we will pay damages because of or arising out of the maintenance, use, loading or unloading of only a **farm implement** not owned by an **insured**

when used in connection with an **insured's** farming operations.

- (2) We will pay all sums any **insured** becomes legally obligated to pay as damages because of or arising out of **personal injury** caused by an **incident** arising out of an **insured's** farming operations at an **insured premises**.

We will settle or defend, as we consider appropriate, any claim or **suit** for damages covered by this endorsement. We will do this at **our** expense, using attorneys of **our** choice. This agreement to settle or defend claims or **suits** ends when we have paid the limit of **our** liability.

**b. Medical Payments To Others**

A person who sustains **bodily injury** is entitled to this coverage if the **bodily injury**:

- (1) is caused by the activities of an **insured** or a **farm employee** while engaged in the **insured's** farming operations at an **insured premises**;
- (2) is caused by **livestock** or **poultry** owned by or in the care of an **insured**;
- (3) is caused by the operation or use of a **farm implement** covered by the **Farm Liability Coverage** of this endorsement; or
- (4) is sustained by a **farm employee** and arising out of and in the course of an **insured's** farming operations.

We will pay the reasonable expenses incurred for necessary:

- (1) medical, surgical, X-ray and dental services;
- (2) prosthetic devices, eye glasses, hearing aids, drugs and medicines; and
- (3) ambulance, hospital, licensed nursing and funeral services.

These expenses must be incurred within three years from the date of the **occurrence** causing **bodily injury** covered by this endorsement. The **bodily injury** must be discovered, treated and reported to **us** within one year of the **occurrence**.

We may pay the injured person or the party that renders the medical services. Payment under this coverage is not an admission of liability by **us** or an **insured**.

**3. EXCLUSIONS**

**a. Farm Liability Coverage and Medical Payments To Others** do not apply:

- (1) to any **bodily injury, property damage** or **personal injury** covered by any provision of the policy to which this endorsement is attached.
- (2) to the ownership, maintenance, use, loading or unloading of any **aircraft, motor vehicle, recreational vehicle** or **watercraft**.
- (3) to any custom farming operations conducted by any **insured**.
- (4) to any **business** owned or financially controlled by any **insured** or a partnership or joint venture of which any **insured** is a partner or member. This exclusion does not apply to an **insured's** farming operations at an **insured premises**.
- (5) to any premises owned, rented or controlled by any **insured** which is not an **insured premises**. This exclusion does not apply to **bodily injury** to a **farm employee** arising out of and in the course of employment by any **insured** at such premises.
- (6) to **bodily injury** or **personal injury** to any fellow employee of an **insured** sustained in the course of employment.
- (7) to **bodily injury** or **property damage** because of or arising out of any **insured's** preparation for, practice or participation in any prearranged racing, speed or demolition contest involving any **farm implement**.
- (8) to parental liability for **bodily injury** or **property damage**, whether or not imposed by law, because of or arising out

of actions of a child or minor for use of any **aircraft, farm implement, motor vehicle, recreational vehicle** or **watercraft** if such use is excluded or otherwise limited by this endorsement.

(9) to **bodily injury** or **property damage** because of or arising out of:

(a) the entrustment to any person by any **insured**; or

(b) the supervision of any person by any **insured**

with regard to the ownership, maintenance, use, loading or unloading of any **farm implement**. This exclusion does not apply to **farm implements** covered by the **Farm Liability Coverage** of this endorsement.

(10) to **bodily injury** or **property damage** because of or arising out of the rendering of or failure to render professional services of any kind.

(11) to **bodily injury** or **property damage** reasonably expected or intended by the **insured**. This exclusion applies even if the **bodily injury** or **property damage** is of a different kind or degree, or is sustained by a different person or property, than that reasonably expected or intended.

(12) to **bodily injury** or **property damage** caused by war, including any 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.

b. **Farm Liability Coverage** does not apply:

(1) to liability assumed under:

(a) any oral contract or agreement; or

(b) any contract or agreement:

1) in connection with any **business** of an **insured**; or

2) entered into after the event causing the loss.

(2) to liability for any property stolen or converted by the **insured**.

(3) to **bodily injury** or **property damage** when any **insured** is covered by or is required to be covered by a nuclear energy liability policy. This exclusion applies even if the limits of liability of that policy have been exhausted.

(4) to **bodily injury** to any person if an **insured** has or is required to have a policy providing workers compensation, nonoccupational disability or occupational disease benefits covering the **bodily injury**.

(5) to **bodily injury** or **personal injury** to any **insured**.

(6) to **personal injury**:

(a) in connection with any **business**, occupation, trade or profession; nor

(b) with respect to any publication or utterance made knowing it to be false.

(7) to **property damage** resulting from any substance released or discharged from **aircraft**.

(8) to **property damage** to property owned by any **insured**.

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

(10) to **bodily injury** to any **farm employee** who is employed in violation of any law with any **insureds'** knowledge or consent.

c. **Medical Payments To Others** does not apply:

(1) to **bodily injury** to any person who is entitled to benefits which are provided or required to be provided under any workers compensation law, nonoccupational disability law or occupational disease law.

(2) to **bodily injury** from any nuclear reaction, radiation, radioactive contamination, or their consequences.

- (3) to **bodily injury** to any **insured** or any other person, except a **farm employee**, who regularly resides on any part of any **insured premises**.
- (4) to **bodily injury** to any **farm employee** who is employed in violation of any law with any **insureds'** knowledge or consent.

#### 4. ADDITIONAL COVERAGES

With regard to only an **insured's** farming operations at an **insured premises**, we will pay the following amounts in addition to **our** limit of liability.

##### a. Damage To Property Of Others

- (1) We will pay for **property damage** caused by any **insured** to property owned by others. We will pay no more than the full cost of repair or the replacement cost at the time of the loss. In no event shall we pay more than \$500 in any one **occurrence**.
- (2) We will not pay for **property damage**:
  - (a) caused intentionally by any **insured** who has attained the age of 13.
  - (b) to property owned by any **insured** or owned by or rented to any tenant of an **insured** or any resident of **your** household.
  - (c) arising out of:
    - 1) any act or omission in connection with a premises (other than an **insured premises**) owned, rented or controlled by any **insured**;
    - 2) a **business** other than an **insured's** farming operations at an **insured premises**;
    - 3) ownership, maintenance or use of an **aircraft, farm implement, motor vehicle, recreational vehicle** or **watercraft**; or
    - 4) theft or conversion of property by the **insured**.

##### b. Miscellaneous Expenses

- (1) All costs **we** incur and all costs charged against any **insured** in the settlement of any claim or defense of any **suit**.
- (2) Interest on damages owed by **you** because of a judgment in a **suit we** defend and accruing:
  - (a) after the judgment, and until **we** pay, offer or deposit in court, the amount for which **we** are liable under this policy; or
  - (b) before the judgment, where owed by law, but only on that part of the judgment **we** pay.
- (3) Premiums on bonds required in any **suit we** defend. We will not pay the premium for any portion of a bond for an amount that is greater than **our** limit of liability. We have no obligation to apply for or furnish these bonds.
- (4) Loss of earnings up to \$100 a day, but not other income, when **we** ask **you** to help **us** investigate or defend any claim or **suit**.
- (5) Any other reasonable expenses incurred at **our** request.

##### c. First Aid Expenses

Expenses for first aid to other persons at the time of the **occurrence**. We will pay only expenses which any **insured** incurs for treatment of **bodily injury** covered by this endorsement. We will not pay for first aid to any **insured**.

#### 5. LIMIT OF LIABILITY

We will pay damages up to the limits shown in the Declarations as follows:

##### a. Farm Liability Coverage

- (1) We will pay damages for **bodily injury** or **property damage** covered by this endorsement, up to the limit shown in the Declarations under "Personal Liability". That limit is the amount of coverage and the most **we** will pay for all damages because of or arising out of:
  - (a) all **bodily injury** and all **property damage** in any one **occurrence**; and

- (b) all **personal injury** in any one **incident**.

In no event shall **we** pay more than the limit of liability for all damages because of or arising out of an **occurrence** and an **incident** which result from the same set of general circumstances.

- (2) The limit of liability is not increased because of the number of **insureds**, persons injured, claims made or **suits** brought, **insured premises** shown in the Declarations or premiums charged.

**b. Medical Payments To Others**

- (1) **We** will pay medical expenses for **bodily injury** covered by this endorsement, up to the limit shown in the Declarations under "Medical Payments". That limit is the amount of coverage and the most **we** will pay for all medical expenses because of or arising out of **bodily injury** to any one person in any one **occurrence**.
- (2) The limit of liability is not increased because of the number of **insureds**, persons injured, claims made or **suits** brought, **insured premises** shown in the Declarations or premiums charged.

**6. CONDITIONS**

**a. Severability**

Except as to **our** limit of liability, the coverage provided by **Farm Liability Coverage** applies separately to each **insured** against whom claim is made or **suit** is brought.

**b. Suit Against Us**

**We** may not be sued unless there is full compliance with all the terms of this endorsement.

**We** may not be sued under **Farm Liability Coverage** until the obligation of any **insured** to pay is finally determined either by:

- (1) judgment against that person after actual trial; or
- (2) written agreement of that person, the claimant and **us**.

No one shall have any right to make **us** a party to a **suit** to determine the liability of any **insured**.

**c. Bankruptcy**

**We** are not relieved of any obligation under this policy because of the bankruptcy or insolvency of any **insured**.

**d. Other Insurance - Farm Liability Coverage**

This insurance is excess over any other valid and collectible insurance. However, if the other insurance is specifically written as excess insurance over this coverage, the limits of this coverage apply first.

**7. WHAT TO DO IN CASE OF LOSS and GENERAL CONDITIONS**

The provisions and conditions under these titles in the policy, to which this endorsement is attached, apply to all coverage and provisions of this endorsement.

All other policy terms and conditions apply.

## RECREATIONAL VEHICLE LIABILITY

### Personal Liability Policy

It is agreed:

1. Under **DEFINITIONS**, **5. Insured** is amended to include any person using an insured **recreational vehicle** with the permission of any **insured**.
2. Under **COVERAGES**, **Personal Liability**, (1)(a)(6) is deleted and replaced by the following:
  - (6) **recreational vehicles** owned by any **insured**;
3. **EXCLUSIONS** is amended as follows.
  - a. Under **Personal Liability** and **Medical Payments To Others** the following exclusion is added:
 

to **recreational vehicles** which are:

    - (1) subject to registration by a state regulatory agency;
    - (2) rented to others for a period of less than one year; or
    - (3) used as public or livery conveyances.
  - b. Under **Medical Payments To Others** the following exclusion is added:
 

to **recreational vehicles** which are motorcycles, trail bikes or similar two-wheel vehicles.
  - c. Under **Medical Payments To Others**, exclusion **3.** does not apply with regard to only insured **recreational vehicles**.
4. Under **PERSONAL LIABILITY CONDITIONS**, the following is added:
 

**Other Insurance - Medical Payments To Others**

With regard to only **recreational vehicles**, this coverage is excess over any other valid and collectible insurance available to the injured person.

All other policy terms and conditions apply.

## **STRUCTURES RENTED TO OTHERS**

### **Personal Liability Policy**

It is agreed:

Under **COVERAGES**, with regard to only:

1. **Personal Liability**; and
2. **Medical Payments To Others** when shown as included under "Structures Rented to Others" in the Declarations

the definition of **insured premises** is amended to include the premises described under "Structures Rented to Others" in the Declarations.

All other policy terms and conditions apply

**WATERBED LIABILITY COVERAGE**  
**Personal Liability Policy**

It is agreed:

Under **EXCLUSIONS, Personal Liability**, exclusion **9**. does not apply with regard to only **property damage** which results from any **insured's** ownership or use of a waterbed on the **residence premises**.

All other policy terms and conditions apply.

## WATERCRAFT LIABILITY

### Personal Liability Policy

It is agreed:

1. Under **COVERAGES, Personal Liability 1.a.(8)** does not apply with regard to only the **watercraft** described in the Declarations under "Watercraft Liability".
2. **EXCLUSIONS** is amended as follows.

Under **Personal Liability and Medical Payments To Others**.

- a. Exclusion **5.** does not apply with regard to only the **watercraft** described in the Declarations under "Watercraft Liability" that is a sailboat 26 feet in length or longer.
- b. Under **Personal Liability and Medical Payments To Others**, exclusion **6.** does not apply with regard to only the **watercraft** described in the Declarations under "Watercraft Liability" that is a jet propelled **watercraft** less than 16 feet in length nor does it apply to any jet propelled **watercraft** less than 16 feet in length not owned by any **insured**.

- c. Under **Personal Liability and Medical Payments To Others** the following exclusion is added:

with regard to only a **watercraft** described in the Declarations under "Watercraft Liability" that is powered by inboard or inboard-outdrive motor power or that is a sailboat:

- a. to **bodily injury** to any employee of any **insured** arising out of or in the course of such employment, if the employee's principal duties are in connection with the maintenance or use of such **watercraft**; or
- b. while such **watercraft** is used to carry persons for a charge or is rented to others.

All other policy terms and conditions apply.

**NON-DUPLICATION OF COVERAGE - FARMING OPERATIONS**  
**Personal Liability Policy**

It is agreed:

**Personal Liability** and **Medical Payments To Others** do not apply to **bodily injury, property damage** or **personal injury** insured under the provisions of the **Incidental Farm Coverage** endorsement attached to this policy.

All other policy terms and conditions apply.

**TEACHERS AND SCHOOL ADMINISTRATORS CORPORAL PUNISHMENT  
AND  
PROFESSIONAL LIABILITY COVERAGE**  
Personal Liability Policy

It is agreed:

Under **EXCLUSIONS, Personal Liability and Medical Payments To Others:**

1. exclusion 3. is deleted as it applies to this endorsement only; and
2. exclusion 10. does not apply with regard to only the **insured's** rendering of or failure to render professional services in such **insured's** capacity as a school teacher or school administrator.

All other policy terms and conditions apply.

***Personal  
Liability Policy***

***Auto-Owners Insurance Company***

**POLICY NON-ASSESSABLE**

This policy is non-assessable and the premium stated in the Declarations is the only premium you will be asked to pay.

**PARTICIPATING**

You will share in the return of unused premiums (dividends) to the extent and on the conditions determined, fixed and declared by the Board of Directors in accordance with our charter and the law.

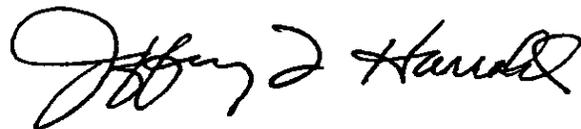
**NOTICE OF MEMBERSHIP AND ANNUAL MEETING**

Because we are a mutual company this policy makes you a member of the Auto-Owners Insurance Company. You are entitled to vote, in person or by proxy, at all meetings. Our annual policyholder's meetings are held at our home office at Lansing, Michigan on the second Monday in May in each year at 10:00 A.M.

In witness whereof, we, the Auto-Owners Insurance Company, have caused this policy to be issued and to be duly signed by our President and Secretary.



Secretary



President

**Arkansas**  
**AMENDATORY ENDORSEMENT**  
**Personal Liability Policy**

It is agreed:

Under **GENERAL POLICY CONDITIONS**, **Recoveries** is deleted and replaced by the following:

**Recoveries**

This condition applies if **we** pay for a loss and then payment is made by those responsible for the loss. **We** will be entitled to recovery only after the **insured** has been fully compensated for the loss.

The **insured** must inform **us** or **we** must inform that **insured** if either receives payment.

Proper costs incurred by the **insured** are paid first.

All other policy terms and conditions apply.

**Arkansas**  
**POLICY CANCELLATION AND NONRENEWAL**  
 Personal Liability Policy

It is agreed:

The following conditions are added to **GENERAL POLICY CONDITIONS**:

**Cancellation**

**You** may cancel this policy by returning it to **us** or by giving **us** written notice of the future date at which **you** wish cancellation to take effect.

**We** may cancel this policy by mailing or delivering written notice stating the reason for cancellation to **you** at the address shown in the Declarations. This notice shall be mailed or delivered:

1. at least 10 days prior to the effective date when cancellation is for nonpayment of premium; or
2. when cancellation is for a reason other than nonpayment of premium:
  - a. at least 10 days prior to the effective date when this policy has been in effect for 60 days or less and is not a renewal; or
  - b. at least 20 days prior to the effective date when this policy has been in effect for more than 60 days or is a renewal.

If this policy has been in effect for 60 days or less, **we** may cancel for any reason. If this policy has been in effect for more than 60 days or is a renewal, **we** may only cancel for one or more of the following reasons:

1. nonpayment of premium;
2. fraud or material misrepresentation made by or with **your** knowledge in obtaining the pol-

icy, continuing the policy or in presenting a claim under the policy;

3. a material change in the risk that substantially increases any hazard insured against after policy issuance;
4. violation of any local fire, health, safety, building or construction regulation or ordinances with respect to any insured property or the occupancy of the property that substantially increases any hazard insured against under the policy;
5. nonpayment of membership dues in those cases in which the bylaws, agreements, or other legal instruments of **ours** require payment as a condition of the issuance and maintenance of the policy; or
6. a material violation of a material provision of the policy.

If this policy is canceled, unearned premium, if any, will be refunded pro rata.

**Nonrenewal**

If **we** decide not to renew this policy, **we** will mail or deliver written notice stating the reason for nonrenewal to **you** at the address shown in the Declarations. This notice shall be mailed or delivered at least 30 days prior to the expiration of this policy.

All other policy terms and conditions apply.

SERFF Tracking Number: AOIC-125746383 State: Arkansas  
Filing Company: Auto-Owners Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: DWF-AR-01-07/25/2008-15261  
TOI: 01.0 Property Sub-TOI: 01.0002 Personal Property (Fire and Allied Lines)  
Product Name: Dwelling Fire  
Project Name/Number: DWF/15261 DWF

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 07/30/2008

**Comments:**

**Attachment:**

15261 NAIC Transmittal.pdf

**Satisfied -Name:** Readability Certificate **Review Status:** Approved 07/30/2008

**Comments:**

**Attachment:**

15261 Readability Cert.pdf

**Property & Casualty Transmittal Document**

Reset Form

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	<input type="checkbox"/> New Business <input type="checkbox"/> Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #: AOIC-125746383	
	h. Subject Codes	

<b>3. Group Name</b>	<b>Group NAIC #</b>
Auto-Owners Insurance Group	280

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Auto-Owners Insurance Company	MI	18988	38-0315280	

<b>5. Company Tracking Number</b>	DWF-AR-01-07/25/2008-15261
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Jennifer Housler, Manager PO Box 30660 Lansing, MI 48909-8160	Manager	(800)346-0346 ext. 1923	(517)391-1903	housler.jennifer@aoins.com

<b>7.</b> Signature of authorized filer	
<b>8.</b> Please print name of authorized filer	Jennifer Housler

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

<b>9. Type of Insurance (TOI)</b>	01.0 Property
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	01.0002 Personal Property (Fire and Allied Lines)
<b>11. State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>	
<b>12. Company Program Title (Marketing title)</b>	Dwelling Fire
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
<b>14. Effective Date(s) Requested</b>	New:   On Approval   Renewal:
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16. Reference Organization (if applicable)</b>	N/A
<b>17. Reference Organization # &amp; Title</b>	N/A
<b>18. Company's Date of Filing</b>	07/25/2008
<b>19. Status of filing in domicile</b>	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking # DWF-AR-01-07/25/2008-15261

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

FORM FILING: See Filing Description Tab

Forms Attach To:

Personal Liability Policy

Submitted for your approval is the attached list of forms. Forms are submitted in final printed copy.

If you have any questions, please feel free to contact one of the following:

Manager:

JENNIFER HOUSLER, AIS, MANAGER

PERSONAL PROPERTY UNDERWRITING - SOUTH

HOUSLER.JENNIFER@AOINS.COM (emails without attachments)

perslinesund@aoins.net (emails with attachments)

517-886-1923 Ext. 1923

Underwriter:

SHAFEEK KANAZEH

KANAZEH.SHAFEEK@AOINS.COM

(517) 327-4930

[View Complete Filing Description](#)

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

Check #: EFT

Amount: \$50.00

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

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

## FORM FILING SCHEDULE

This form must be provided ONLY when making a filing that includes forms

(Do NOT refer to the body of the filing for the forms listing.)

**This page applies to the following state(s) Arkansas**

1. This filing transmittal is part of Company Tracking #					
2. This filing corresponds to rate/rule filing number					
3.	Component/Form Name/ Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous State Filing Number, if required by state
1	Personal Liability Policy	15261 (01-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Withdrawn <input type="checkbox"/> Replacement		
2	Incidental Business Occupancy Endorsement	15264 (07-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Withdrawn <input type="checkbox"/> Replacement		
3	Amendatory Endorsement - Arkansas	15272 (07-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Withdrawn <input type="checkbox"/> Replacement	()	
4	Policy Cancellation and Nonrenewal - Arkansas	15285 (07-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Withdrawn <input type="checkbox"/> Replacement	()	
5	Additional Insured	15307 (07-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Withdrawn <input type="checkbox"/> Replacement		
6	Beauty Parlor and Barber Shop Professional Liability	15308 (07-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Withdrawn <input type="checkbox"/> Replacement		
7	Contract of Sale Clause	15309 (07-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Withdrawn <input type="checkbox"/> Replacement		
8	Dwelling Under Construction	15360 (07-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Withdrawn <input type="checkbox"/> Replacement		
9	Incidental Farm Liability Coverage	15361 (07-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Withdrawn <input type="checkbox"/> Replacement		
10	Recreational Vehicle Liability Endorsement	15362 (07-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Withdrawn <input type="checkbox"/> Replacement		
11	Structures Rented to Others	15365 (07-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Withdrawn <input type="checkbox"/> Replacement		
12	Waterbed Liability Coverage	15369 (07-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Withdrawn <input type="checkbox"/> Replacement		

# FORM FILING SCHEDULE

This form must be provided ONLY when making a filing that includes forms

(Do NOT refer to the body of the filing for the forms listing.)

**This page applies to the following state(s) Arkansas**

1.	This filing transmittal is part of Company Tracking #				
2.	This filing corresponds to rate/rule filing number				
3.	Component/Form Name/ Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous State Filing Number, if required by state
13	Watercraft Liability Amendatory	15370 (07-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Withdrawn <input type="checkbox"/> Replacement		
14	Non-Duplication of Farm Coverage	15381 (07-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Withdrawn <input type="checkbox"/> Replacement		
15	Teachers and School Administrator Professional Liability	15382 (07-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Withdrawn <input type="checkbox"/> Replacement	()	
16	Personal Liability Policy Jacket	57126 (05-08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Withdrawn <input type="checkbox"/> Replacement		

PC FFS-1

**ARKANSAS INSURANCE DEPARTMENT  
PROPERTY AND CASUALTY DIVISION  
RULE AND REGULATION 29  
REVISED CERTIFICATE OF COMPLIANCE**

INSURER NAME AND NAIC NUMBER: Auto-Owners Insurance Company 280-18988

DESCRIPTION: Personal Liability Policy

FORM NUMBER: 15261

EDITION DATE: (0107)

This is to certify that the above captioned property and/or casualty policy form has achieved a Flesch Reading Ease Test Score of 56.20 , and complies with the requirements of Act 517 of 1981, the Property and Casualty Insurance Policy Simplification Act, codified as Ark. Code Ann. SS23-80-301--23-80-308, and complies with Department Rule and Regulation 29.

  
\_\_\_\_\_  
Signature of Officer of Company

Joseph P. DeChatelets

Assistant Vice President  
\_\_\_\_\_  
Title

If a policy is stored by a method other than the Flesch Reading Ease Test, the alternate method should be explained in detail.

Form Number	Flesch Score
15261	56.20
15264	56.50
15272	64.80
15285	52.00
15307	56.60
15308	56.50
15309	57.00
15360	56.40
15361	48.90
15362	55.90
15365	56.80
15370	56.60
15381	56.60
15382	42.70
57126	56.20