

1. On or about September 2, 2008, Defendant State Farm issued Umbrella Policy No. 25-BB-N742-4 to Denise Marie Greene. State Farm's Response to Plaintiffs' First Request for Admissions to Defendant State Farm Fire and Casualty Company, Request No. 1, **Exhibit A**.

2. Umbrella Policy 25-BB-N742-4 had policy limits of one million dollars (\$1,000,000). State Farm's Response to Plaintiffs' First Request for Admissions to Defendant State Farm Fire and Casualty Company, Request No. 2, **Exhibit A**.

3. On or about October 11, 2008, the gold colored Toyota Corolla entrusted to Adam Mace by Robert Lyons collided with Denise Greene. State Farm's Response to Plaintiffs' First Request for Admissions to Defendant State Farm Fire and Casualty Company, Requests No. 4, 5, **Exhibit A**.

4. Denise Greene died of injuries as a result of Robert Lyons' negligent entrustment of a dangerous instrument to Adam Mace. State Farm's Response to Plaintiffs' First Request for Admissions to Defendant State Farm Fire and Casualty Company, Request No. 6, **Exhibit A**.

5. On January 7, 2010, a judgment was entered in favor of Paul and Carolyn Lero against Robert Lyons in the amount of two million dollars (\$2,000,000) based on the Leros' negligent entrustment claim. Judgment, **Exhibit B**.

6. On May 14, 2009, the Leros demanded that defendant State Farm pay the one million dollar (\$1,000,000) policy limits of the Umbrella Policy. May 14, 2009, Letter, **Exhibit C**.

7. On May 29, 2009, defendant State Farm denied coverage based on the declarations page. May 29, 2009, Letter, **Exhibit D**.

8. The Letter stated "State Farm has advised that under the provisions of the personal liability umbrella policy issued to Denise N. Greene, Policy 25-BB-N742-4, Ms. Greene did not have any uninsured motorist coverage. I enclosed a copy of the Declarations page of her policy which confirms that there was no uninsured motor vehicle coverage purchased." May 29, 2009, Letter, **Exhibit D**.

9. The only coverage listed on the declarations page is “Coverage-L.” Umbrella Policy 25-BB-N742-4, Declarations Page, **Exhibit E**.

10. “Coverage-L” is defined as:

If a claim is made or suit is brought against an **insured** for damages because of a **loss** for which the **insured** is legally liable and to which this policy applies, **we** will pay on behalf of the **insured**, the damages that exceed the **retained limit**.

Umbrella Policy 25-BB-N742-4 pg. 6, **Exhibit E**.

11. Umbrella Policy 25-BB-N742-4 defines “insured” as “you and your relatives whose primary residence is your household.” Umbrella Policy 25-BB-N742-4 pg. 2, **Exhibit E**.

12. “loss” means “an accident, including accidental exposure to conditions, which first results in bodily injury or property damage during the policy period.”

Umbrella Policy 25-BB-N742-4 pg. 2, **Exhibit E**.

13. “retained limit” means the sum of:

- a. the amount paid or payable by any other insurance policy for the loss;
- b. the amount the insured is required to pay for the loss as provided in the MAINTAINING REQUIRED UNDERLYING INSURANCE section of this policy; and
- c. the amount shown on the declarations page as the “Self-Insured Retention”. This amount only applies if an insured has no required underlying insurance or an insured’s required underlying insurance does not provide any coverage for the loss.

Umbrella Policy 25-BB-N742-4 pg. 4, **Exhibit E**.

14. Under Exclusions in Policy 25-BB-N742-4, there is no mention of uninsured motorist coverage. Umbrella Policy 25-BB-N742-4, pg. 7-9, **Exhibit E**.

15. Defendant State Farm did not specifically exclude Uninsured Motorist coverage under Umbrella Policy 25-BB-N742-4. Umbrella Policy 25-BB-N742-4, pg. 7-9, **Exhibit E**.

16. “Automobile Liability” appears under the heading “Required Underlying Insurance” on the declarations page but not under “Coverage(s).” Umbrella Policy 25-BB-N742-4, Declarations Page, **Exhibit E**.

17. “Watercraft Liability” is also listed under the heading “Required Underlying Insurance” on the declarations page. Umbrella Policy 25-BB-N742-4, Declarations Page, **Exhibit E**.

18. Umbrella Policy 25-BB-N742-4 discussed uninsured motorist coverage at least twice. Umbrella Policy 25-BB-N742-4, pg. 3, **Exhibit E**.

19. Under the heading for “required underlying insurance” the Umbrella Policy explained:

“**Automobile Liability**” means a policy which provides coverage for the insured for that insured’s liability arising out of the ownership, operation, maintenance or use of any automobile. That policy must include **UNINSURED** and/or Underinsured Motor Vehicle coverage if **UNINSURED** and/or Underinsured Motor Vehicle coverage is shown on the declarations page of this policy.

Umbrella Policy 25-BB-N742-4, pg. 3, **Exhibit E** (emphasis added).

20. Umbrella Policy 25-BB-N742-4 states:

Required underlying insurance must be maintained at all times in an amount at least equivalent to the Minimum Underlying Limits shown on the declarations page.

Umbrella Policy 25-BB-N742-4, pg. 5, **Exhibit E**.

21. The language listed in Paragraphs 23 and 24 does not state that Umbrella Policy 25-BB-N742-4 only covers the benefits listed on the umbrella policy's declaration page.

22. Defendant State Farm charged Denise Greene a single premium of \$122.00 for the Umbrella Policy. Umbrella Policy 25-BB-N742-4, Declarations Page, **Exhibit E**.

23. The declarations page of Umbrella Policy 25-BB-N742-4 lists out the following information about the premium charged by defendant State Farm for the Umbrella Policy:

POLICY PREMIUM	\$122.00
-----------------------	-----------------

Umbrella Policy 25-BB-N742-4, **Exhibit E**.

24. The declarations page of Automobile Policy 457 2875-C22-25P lists out the following information about the premiums charged by defendant State Farm on the Automobile Policy:

COVERAGES	PREMIUMS
Bodily Injury	\$123.76
Medical Payments	\$39.39
\$250 Deductible Comprehensive	\$78.34
\$250 Deductible Collision	\$145.20
Emergency Road Service	\$3.20
Car Rental/Travel Expenses	\$11.80
Uninsured Motor Vehicle	\$10.24

Automobile Policy 457 2875-C22-25P, **Exhibit F**.

25. In order for Umbrella Policy 25-BB-N742-4 to apply, Denise Greene had to maintain the required underlying insurance which included uninsured motorist coverage. Umbrella Policy 25-BB-N742-4, pg. 5, **Exhibit F**.

26. Missouri requires all motorists to carry uninsured motorist coverage. § 379.203 RSMo.

27. By law, Missouri citizens must carry at least twenty-five thousand dollars (\$25,000) per person and fifty thousand dollars (\$50,000) per occurrence in uninsured motorist coverage. RSMo §§ 379.203, 303.030.

28. Denise Greene was required to carry automobile insurance under Umbrella Policy 25-BB-N742-4. Umbrella Policy 25-BB-N742-4, pg. 3, **Exhibit E**.

29. Denise Greene carried more than the state mandatory limits of uninsured motorist coverage. Automobile Policy 457 2875-C22-25P, Declarations Page, **Exhibit F**.

30. Denise Greene carried fifty thousand dollars (\$50,000) per person and one hundred thousand dollars (\$100,000) per accident in uninsured motorist coverage. Automobile Policy 457 2875-C22-25P, Declarations Page, **Exhibit F**.

31. Denise Greene was required to carry uninsured motorist coverage under her automobile policy with Defendant State Farm. Automobile Policy 457 2875-C22-25P, **Exhibit F**.

32. Robert Lyons was uninsured for a claim of negligently supplying a dangerous instrument. State Farm's Response to Plaintiffs' First Request for Admissions to Defendant State Farm Fire and Casualty Company, Request No. 7, **Exhibit A**.

33. The two million dollar (\$2,000,000) judgment exceeded the one million dollar (\$1,000,000.00) limits of Denise Greene's required uninsured motorist coverage.

WHEREFORE, for the foregoing reasons and for the reasons stated in the contemporaneously filed Memorandum in Support of Plaintiffs' Motion for Summary Judgment Against Defendant State Farm Fire and Casualty Company, Plaintiffs Paul and Carolyn Lero respectfully request that the Court enter an order granting summary judgment in their favor and finding that Umbrella Policy 25-BB-N742-4 provides for uninsured motorist coverage.

Respectfully submitted,

THE LAW OFFICES OF
STEPHEN R. BOUGH

By 

Stephen R. Bough, #46239
M. Blake Heath, #61939
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Kansas City, MO 64111
(816) 931-0048 Phone
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1308 NE Windsor Drive
Lee's Summit, MO 64086
(816) 875-2386 Phone
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kelly@mccambridgelaw.com

ATTORNEYS FOR PLAINTIFFS

Signature of this document certifies that a copy was served to the persons named below on the date and in the manner indicated:

Person Served	Date	Method
Allison G. Confer James L. Sanders Wallace, Saunders, Austin Brown, & Enochs, Chartered 2300 Main Stt., Suite 900 Kansas City, MO 64108 (913) 888-1000 phone (913) 888-1065 fax aconfer@wallacesaunders.com jsanders@wallacesaunders.com	8/16/2010	Mail/Email

**ATTORNEYS FOR DEFENDANT
STATE FARM FIRE & CASUALTY COMPANY**

Philip Sumner Foland & Wickens, PC 3000 Commerce Tower 911 Main Street Kansas City, MO 64105 (816) 472-7474 Phone (816) 472-6262 Fax psumner@fwplaw.com	8/16/2010	Mail/Email
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ATTORNEY FOR DEFENDANT

IN THE CIRCUIT COURT OF CASS COUNTY, MISSOURI

PAUL LERO & CAROLYN LERO,
Plaintiffs,

v.

ADAM M. MACE and
STATE FARM FIRE
AND CASUALTY COMPANY,
Defendants.

Case No.: 09CA-CV00669

COPY

STATE FARM'S RESPONSE TO PLAINTIFFS'
FIRST REQUEST FOR ADMISSIONS TO
DEFENDANT STATE FARM FIRE AND CASUALTY COMPANY

COMES NOW State Farm Fire and Casualty Company and submits the following responses to the Plaintiffs' Requests for Admissions to Defendant State Farm Fire and Casualty Company.

REQUEST NO. 1:

Admit that on or about September 2, 2008, Defendant State Farm issued Policy No. 25-BB-N742-4 to Denise Marie Greene, now deceased.

RESPONSE:

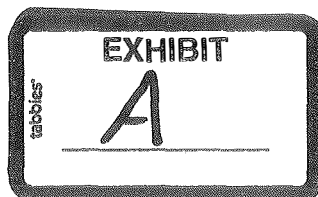
Admit

REQUEST NO. 2:

Admit the personal liability umbrella policy was covering Denise Marie Greene in the amount of \$1,000,000 at the time of the motor vehicle accident on October 11, 2008.

RESPONSE:

State Farm admits the personal liability umbrella policy issued to Denise Marie Greene had a Personal Liability limit of \$1,000,000 and was in effect at the time of the



accident. State Farm would deny any remaining allegations or implications contained in Request No. 2.

REQUEST NO. 3:

Admit that Denise Marie Greene met her contractual obligations by paying the policy premium.

RESPONSE:

Admit that Denise Marie Greene paid her policy premium as required by the contract. State Farm would deny any remaining allegations or implications contained in Request No. 3.

REQUEST NO. 4:

Admit that on or about October 11, 2008, decedent Denise Marie Green, a 44 year old female, was driving on Missouri Hwy 291 near CRD Home Farm Road in the area of Harrisonville, Cass County, Missouri.

RESPONSE:

Admit

REQUEST NO. 5:

Admit that on or about October 11, 2008, Adam Mace was driving a gold colored 2007 Toyota Corolla, entrusted to him by Robert Lyons, on Missouri Hwy 291, traveling at a high rate of speed.

RESPONSE:

Admit

REQUEST NO. 6:

Admit that as a direct and proximate result of the negligent entrustment of a dangerous instrument, Plaintiffs Carolyn and Paul Lero's daughter, Denise Marie Greene, was hit by the dangerous instrument and suffered pain, suffering, severe injuries and subsequent death as a result of this collision.

RESPONSE:

State Farm would admit that Denise Marie Greene was the daughter of Plaintiffs Carolyn and Paul Lero. State Farm would further admit Denise Marie Greene sustained physical injuries which resulted in her death as a result Robert Lyons' negligent entrustment of his vehicle to Adam Mace. State Farm would deny any remaining allegations or implications contained in Request No. 6.

REQUEST NO. 7:

Admit that Robert Lyons was uninsured for a claim of negligently supplying a dangerous instrument.

RESPONSE:

State Farm would admit it has been unable to locate any policy of liability insurance which provides coverage for the claims of negligent entrustment asserted against Robert Lyons by Plaintiffs. State Farm would deny any remaining allegations or implications contained in Request No. 7.

REQUEST NO. 8:

Admit that State Farm recognized that Robert Lyons was uninsured and paid \$50,000 under policy #457-2875-C22-25P.

RESPONSE:

Admit

REQUEST NO. 9:

Admit that State Farm required Denise Greene to carry both uninsured and underinsured motorist coverage as a prerequisite to maintaining an umbrella policy.

RESPONSE:

Deny

REQUEST NO. 10:

Admit that the State Farm umbrella policy states "Automobile Liability means a policy which provides coverage for the insured for that insured's liability arising out of the ownership, operation, maintenance or use of any automobile. That policy must include Uninsured and/or Underinsured Motor Vehicle coverage if Uninsured and/or Underinsured Motor Vehicle coverage is shown on the declarations page of this policy."

RESPONSE:

Admit

REQUEST NO. 11

Admit that as a direct and proximate result of the negligence in supplying a dangerous instrument, plaintiffs Carolyn and Paul Lero have incurred medical, rehabilitation, hospital, and doctor bills for medical care and treatment of their daughter, Denise Marie Greene, as well as funeral and burial expenses.

RESPONSE:

State Farm denies the vehicle entrusted to Adam Mace was a dangerous instrument and also denies that Plaintiff's have sustained injuries and/or damages to the extent alleged or to the extent demanded.

REQUEST NO. 12:

Admit that as a direct and proximate result of the negligence in supplying a dangerous instrument, plaintiffs Carolyn and Paul Lero, due to the death of their daughter, Denise Marie Greene, have sustained economic and non-economic losses now and in the future.

RESPONSE:

State Farm denies the vehicle entrusted to Adam Mace was a dangerous instrument and also denies that Plaintiffs have sustained injuries and/or damages to the extent alleged or to the extent demanded.

REQUEST NO. 13:

Admit that under Policy Number 125-BB-N742-4 Defendant State Farm had an obligation to pay the full \$1,000,000 of the umbrella policy.

RESPONSE:

Deny

REQUEST NO. 14:

Admit that Defendant State Farm has refused to pay any monies out of the umbrella policy; although they have paid \$50,000 in uninsured motorist coverage.

RESPONSE:

State Farm objects to Request No. 14 as ambiguous in its wording. State Farm would admit that Plaintiffs, through their attorney, have made demand for uninsured motorist coverage under policy #25-BB-N742-4, and that State Farm has advised Plaintiffs, through their attorney, as to the basis for a payment not being made under such policy. State Farm would further admit that it paid the uninsured motorist coverage limits of \$50,000 to Plaintiffs under policy #457-2875-C22-25P. State Farm would deny any remaining allegations or implications contained in Request No. 14.

REQUEST NO. 15:

Admit that Carolyn and Paul Lero, on behalf of their deceased daughter, requested Defendant State Farm to uphold its obligation and pay monies owed under Policy Number 25-BB-N742-4.

RESPONSE:

State Farm would admit that Plaintiffs, through their attorney, demanded payment of \$500,000 in uninsured motorist coverage from Denise Greene's umbrella policy in a certified letter dated May 14, 2009. State Farm denies it had any obligation to Plaintiffs or any "monies owed" to Plaintiffs under policy #25-BB-N742-4.

REQUEST NO. 16:

Admit that Defendant State Farm refused to pay the claim submitted by the Leros under Policy Number 25-BB-N742-4.

RESPONSE:

Admit


REQUEST NO. 17:

Admit that the refusal was without reasonable cause or excuse as the facts would appear to a reasonable and prudent person in violation of Missouri Statutes § 375.296 and § 375.420.

RESPONSE:

Deny

WALLACE, SAUNDERS, AUSTIN, BROWN,
& ENOCHS, CHARTERED

BY: 

James L. Sanders MO #34472

jsanders@wallacesaunders.com

Allison G. Confer MO #58031

aconfer@wallacesaunders.com

2300 Main Street, Suite 900

Kansas City, MO 64108

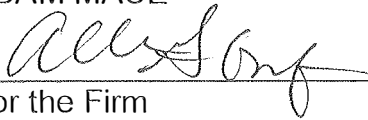
913-888-1000 Fax: 913-888-1065

ATTORNEYS FOR DEFENDANT
STATE FARM FIRE AND CASUALTY
COMPANY

I hereby certify that an original and copies of the above and foregoing were mailed by first class mail, postage prepaid, this 10th day of May, 2010, to:

Stephen R. Bough
Law Offices of Stephen R. Bough
917 W. 43rd Street, Suite 100
Kansas City, MO 64111
and
Kelly McCambridge
McCambridge Law, LLC
1308 NE Windsor Drive
Lee's Summit, MO 64086
ATTORNEYS FOR PLAINTIFFS

William J. Foland, Jr.
Foland, Wickens, Eisfelder,
Roper & Hofer, P.C.
911 Main Street, 30th Floor
Kansas City, MO 64105
ATTORNEYS FOR DEFENDANT
ADAM MACE



For the Firm



IN THE CIRCUIT COURT OF CASS COUNTY, MISSOURI

PAUL LERO & CAROLYN LERO,

Plaintiffs,

v.

ADAM P. MACE, et al.

Defendants.

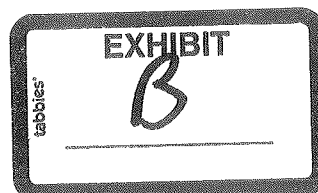
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CASS COUNTY, MO.

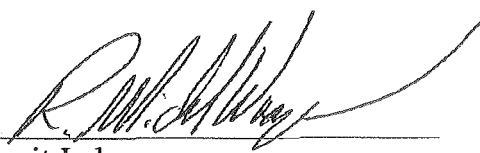
Case No.: 09CA-CV00669

JUDGMENT

Having heard all the evidence from both parties, this Court makes the following findings:

1. Defendant Robert Lyons entrusted a dangerous instrumentality either directly or indirectly to defendant Adam Mace;
2. Defendant Adam Mace was incompetent to operate the dangerous instrumentality;
3. Defendant Robert Lyons either knew or should have known that the defendant was not competent to handle the dangerous instrumentality;
4. Defendant Robert Lyons was negligent in entrusting or continuing to entrust the dangerous instrumentality to defendant Adam Mace when he knew or should have known that defendant Adam Mace was not competent to operate the dangerous instrumentality; and
5. As a direct result of Defendant Robert Lyon's entrustment of the dangerous instrumentality and defendant Adam Mace's incompetence in operating the dangerous instrumentality, plaintiffs Paul and Carol Lero were damaged due to the death of Denise Greene.
6. Based on these findings plaintiffs Paul and Carol Lero are entitled to damages for the wrongful death of their daughter, Denise Greene, in the amount of \$2,000,000 (two million) against Defendant Robert Lyons.





Circuit Judge

DATED: 12-31-09

May 14, 2009

VIA CERTIFIED MAIL

James L. Sanders
Wallace, Saunders, Austin, et al.
10111 W. 87th Street
P.O. Box 12290
Overland Park, KS 66282-2290

RE: Denise Greene
Date of Loss: October 11, 2008

Dear Mr. Sanders:

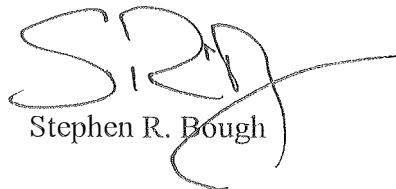
On behalf of Paul & Carolyn Lero, please accept this letter as a demand for uninsured motorist benefits.

Enclosed please find American Family's letter of October 29, 2008 in which they indicate there is no coverage. Additionally, enclosed please find Whitehead v. Weir, 862 S.W.2d 507 (Mo. App. W.D. 1993) which indicates when there is no coverage for negligent entrustment under the car owner's policy, then it is placed "within the State Farm policy's uninsured motor vehicle provision." Accordingly, the family respectfully demands payment of the \$50,000 in uninsured motorist coverage from Denise Greene's auto policy and the \$500,000 from the umbrella policy.

If we do not hear from you within 30 days, we will file suit.

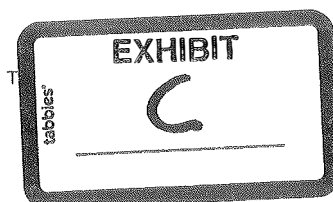
Sincerely,

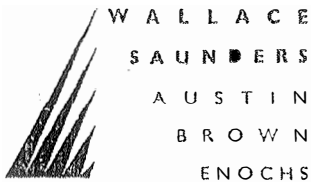
THE LAW OFFICES OF
STEPHEN R. BOUGH


Stephen R. Bough

Enclosures

Cc: Kelly McCambridge (w/ enc.) via fax: (816) 875-2388





CHARTERED
ATTORNEYS AT LAW

May 29, 2009

Mr. Stephen R. Bough
Law Offices of Stephen R. Bough
917 W. 43rd Street, Suite 100
Kansas City, MO 64111

Re: Paul Lero and Carolyn Lero v. Adam Mace, Robert R. Lyons, and
Freedom Stop Conoco Phillips
Case No. 09CA-CV00669
Cass County, Missouri Circuit Court
Our File No.: 07984

Dear Mr. Bough:

In partial response to your letter of May 14, 2009, State Farm has advised that under the provisions of the personal liability umbrella policy issued to Denise N. Greene, Policy #25-BB-N742-4, Ms. Greene did not have any uninsured motorist coverage. I enclose a copy of the Declarations page of her policy which confirms that there was no uninsured motor vehicle coverage purchased.

State Farm did confirm that the automobile policy of insurance issued to Denise Greene, Policy #457-2875-C22-25P did have an uninsured motor vehicle limit of \$50,000 per person. Again, enclosed please find a copy of that Declarations page.

Consistent with your letter, State Farm is still attempting to determine whether there would be any coverage available under the provisions of that policy. I am separately seeking clarification from Mr. Lyons and American Family as to whether any coverage would have been available to him for the claims being made, and if so, any reasons for American Family declining such coverage. I am hopeful to have a response to you concerning your request prior to the 30 day deadline mentioned in your letter of May 14.

wsabeop0 101034888 v.1



10111 West 87th Street
P.O. Box 12290
Overland Park, KS 66282
T: 913-888-1000
F: 913-888-1065

WWW.WSABE.COM

RICHMOND M. ENOCHS
JAMES G. BUTLER, JR.
RICHARD T. MERKER
ROD L. RICHARDSON
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MARK W. MCKINZIE
JAMES L. SANDERS
MICHAEL J. DUTTON
THOMAS D. BILLAM
GARY R. TERRILL*
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PATRICK E. MCGRATH
ROBERT A. MINTZ
D'AMBRA M. HOWARD
D. STEVEN MARSH*
STEPHEN H. SHEAD**
KARL KUCKELMAN
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TIMOTHY J. FINNERTY*
ERIC A. VAN BEBER
KURT W. RATZLAFF*
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K.B. WALLACE (1912-1982)
FRANK SAUNDERS, JR. (RETIRED)
LARRY J. AUSTIN (RETIRED)
BARTON BROWN (RETIRED)

ALL ATTORNEYS ADMITTED
IN KANSAS AND MISSOURI
UNLESS OTHERWISE NOTED

** ADMITTED IN MISSOURI
* ADMITTED IN KANSAS
Δ ADMITTED ALSO IN OKLAHOMA
◊ ADMITTED ALSO IN ILLINOIS

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F: 913-888-1065

Wichita, KS
T: 316-269-2100
F: 316-269-2479

Mr. Stephen R. Bough
May 29, 2009
Page 2

I will continue to keep you advised. If you have questions, or would like to discuss further, please feel free to contact me.

Very truly yours,

A handwritten signature in dark ink, appearing to read "J. L. Sanders", written over a light gray rectangular background.

James L. Sanders
For The Firm

Direct Dial: 913-752-5564
jls@wsabe.com

JLS:sds



State Farm Life and Casualty Company
A Stock Company With Home Offices in Bloomington, Illinois

4700 South Providence
Columbia, MO 65217-0001

Named Insured

S-14-9290-F443

L F

GREENE, DENISE M
305 16TH AVE S
GREENWOOD MO 64034-9783

|||||

DECLARATIONS PAGE

Policy Number 25-BB-N742-4

Policy Period	Effective Date	Expiration Date
12 Months	SEP 2 2008	SEP 2 2009

The policy period begins and ends at 12:01 am standard time at the named insured's address.

PERSONAL LIABILITY UMBRELLA POLICY

Automatic Renewal - If the policy period is shown as 12 months, this policy will be renewed automatically subject to premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you written notice in compliance with the policy provisions or as required by law.

Missouri Operations Center
Telephone Number 573-499-2000

Coverage(s)
Coverage L - Personal Liability
Self-Insured Retention

Limit of Liability
\$ 1,000,000
None

Required Underlying Insurance (Terms in bold in this section are defined in the policy)

Type of Policy	Minimum Underlying Limits		Split Limits	
	Combined Limits (Bodily Injury and Property Damage)	or		
Automobile Liability	\$ 500,000	Bodily Injury -	\$250,000 Per Person	\$500,000 Per Accident
		Property Damage -	\$100,000	Per Accident
Recreational Motor Vehicle Liability Including Passenger Bodily Injury	\$ 500,000	Bodily Injury -	\$250,000 Per Person	\$500,000 Per Accident
		Property Damage -	\$100,000	Per Accident
Personal Residential Liability	\$ 100,000			
Watercraft Liability	\$ 100,000			

Forms & Endorsements
Personal Liability Umbrella
Fuel Oil Excursion
Missouri Guaranty Association

FP-7950.2
FE-5837
FE-7848

Policy Premium \$ 122.00

Other limits and exclusions may apply - refer to your policy

FP-7052.3C

1768 151 1
E 1S

Prepared SEP 22 2008

EXHIBIT

E

HARRY HAWK
16-373-7000

**FE-5837 FUEL OIL EXCLUSION ENDORSEMENT****EXCLUSIONS**

The following exclusion is added:

We do not provide any coverage under this policy for any loss arising out of the actual, alleged or threatened discharge, seepage, leakage, migration, dispersal, spill, release, emission, escape, leaching or disposal of fuel oil.

FE-5837

FE-7048
(10/91)**MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION LIMIT**

Missouri law requires all companies to provide the following information:

If coverage provided by this policy exceeds the limits of coverage guaranteed by the Missouri Property and Casualty Insurance Guaranty Association, the association guarantees only that amount of each covered claim which is in excess of \$100 and is less than \$300,000. This has no effect on the coverage we will provide under your policy.

FE-7848
(10/91)

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DECLARATIONS

Your Name
Your Mailing Address
Policy Period
Limit of Liability
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Required Underlying Insurance Policies

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PERSONAL LIABILITY UMBRELLA POLICY

AGREEMENT

1. We agree to provide the Insurance described in this policy:
 - a. based on your payment of premium for the coverages you chose;
 - b. based on your compliance with all provisions of this policy; and
 - c. in reliance on the truthfulness of your statements on the declarations page and in the application for this policy.
2. You agree that:
 - a. you will pay premiums when due and comply with all provisions of this policy; and
 - b. the statements on the declarations page and in the application for this policy are your statements and are true.
3. When you request changes to this policy or to required underlying insurance, or the information or factors used to calculate the premium for this policy changes during the policy period, we may adjust the premium in accordance with the change during the policy period and you must pay any additional premium due within the time we specify.
4. Your policy consists of the policy booklet, the declarations page, any endorsements issued to amend your policy, and any amendments included in your renewal certificates. Your policy contains all of the agreements between you and us and any of our agents.

DEFINITIONS

We define the words and phrases listed below. Defined words and phrases are printed in bold text, and apply throughout the policy. These definitions apply to the singular, plural, and possessive forms of these words and phrases.

1. "automobile" means a land motor vehicle or trailer, designed for use primarily on public roads.

Automobile does not include:

- a. recreational motor vehicles;
- b. truck tractors designed to pull any type of trailer;
- c. truck tractor trailers; or

- d. farm tractors, farm trailers, or farm implements.

2. "Bodily injury" means physical injury, sickness or disease to a person, including death resulting therefrom.

Bodily injury does not include:

- a. any of the following which are communicable: disease, bacteria, parasite, virus, or other organism, any of which are transmitted by any insured to any other person;
- b. the exposure to any such disease, bacteria, parasite, virus, or other

organism by any insured to any other person;

c. emotional distress, mental anguish, humiliation, mental distress, mental injury, or any similar injury or any resulting physical injury unless it arises out of actual physical injury to some person; or

d. personal injury.

3. "business" means a trade, profession or occupation, including farming.

4. "business property" means premises that

a. a business is conducted on or from;

b. is rented to others or held for rental, in whole or in part;

c. at one time was rented to others or held for rental by any insured but is currently being held for sale or other disposition; or

d. is held for sale or other disposition in conjunction with a business pursuit.

5. "fungus" means any type or form of fungi, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi. For the purposes of this definition and its application to this policy, fungus is not considered a pollutant.

6. "insured" means:

a. you and your relatives whose primary residence is your household;

b. any other human being under the age of 21 whose primary residence is your household and who is in the care of a person described in 6.a.;

c. any other person or organization to the extent they are liable for the use of an

automobile, recreational motor vehicle or watercraft by a person included in 6.a. or 6.b.

However, any such person or organization is not an insured if:

(1) the use is in the course of a business that sells or services automobiles, recreational motor vehicles or watercraft; or

(2) such person or organization owns, leases or rents the automobile, recreational motor vehicle or watercraft.

7. "loss" means:

a. an accident, including accidental exposure to conditions, which first results in bodily injury or property damage during the policy period. Repeated or continuous exposure to the same general conditions is considered to be one loss; or

b. the commission of an offense which first results in personal injury during the policy period. A series of similar or related offenses is considered to be one loss.

8. "personal injury" means injury other than bodily injury arising out of one or more of the following offenses:

a. false arrest, false imprisonment, wrongful eviction, wrongful detention of a person;

b. abuse of process, malicious prosecution;

c. libel, slander, defamation of character; or

d. invasion of a person's right of private occupancy by physically entering into that person's personal residence.

9. "private automobile" means:

a. an automobile of the private passenger type, other than a pickup truck, van, minivan, or sport utility vehicle, designed primarily to carry persons and their luggage;

b. a pickup truck, van, minivan, or sport utility vehicle;

(1) that is not used for wholesale or retail pickup or delivery; and

(2) that has a Gross Vehicle Weight Rating of 12,000 pounds or less.

10. "property damage" means physical damage to or destruction of tangible property, including the loss of use of such property. Tangible property does not include computer programs or data or the reconstruction of computer programs or data. Theft or conversion of property by an insured is not property damage.

11. "recreational motor vehicle" means a land motor vehicle primarily designed both for use off public roads and for recreational purposes. This includes, but is not limited to, any all terrain vehicle, amphibious vehicle, dune buggy, go-cart, golf cart, minibike, personal assistive mobility device, snowmobile, or trail bike.

12. "relative" means any person related to you by blood, adoption, or marriage.

13. "required underlying insurance" means the following types of insurance policies when shown on the declarations page:

a. With respect to all automobiles or recreational motor vehicles which are

owned by, leased to, rented to, or available for the regular and frequent use of any insured;

(1) "Automobile Liability" means a policy which provides coverage for the insured for that insured's liability arising out of the ownership, operation, maintenance or use of any automobile. That policy must include Uninsured and/or Underinsured Motor Vehicle coverage. If Uninsured and/or Underinsured Motor Vehicle coverage is shown on the declarations page of this policy, Automobile Liability does not include a Recreational Motor Vehicle Liability as defined in item (2) below.

(2) "Recreational Motor Vehicle Liability" means a policy which provides coverage for the insured for that insured's liability, including passenger bodily injury, arising out of the ownership, operation, maintenance, or use of a recreational motor vehicle. That policy must include Uninsured and/or Underinsured Motor Vehicle coverage. If Uninsured and/or Underinsured Motor Vehicle coverage is shown on the declarations page of this policy,

b. "Watercraft Liability" means a policy which provides coverage for the insured for that insured's liability arising out of the ownership, operation, maintenance or use of any watercraft. Watercraft Liability is only required underlying insurance with respect to watercraft which are owned by or available for the regular and frequent

use of any insured within the meaning of part a. or b. of the definition of insured.

- c. "Personal Residential Liability" means your policy which provides coverage for liability arising out of the ownership, maintenance or use of a premises as your residence.
- d. "Personal Farm Liability" means your policy which provides coverage for liability arising out of the ownership, maintenance or use of a premises as your residence and the ownership, operation, maintenance or use of your farm.
- e. "Residential Rental Liability" means your policy which provides coverage for liability arising out of the ownership, maintenance or use of your residential rental property which is occupied by others.
- f. "Business/Office Premises Liability" means your policy which provides coverage for liability arising out of your business or the ownership, operation, maintenance or use of an office solely occupied by you.
- g. "Employers Liability" means your policy which provides coverage for liability arising out of bodily injury sustained by your employees during the course of their employment by you.

- h. "Professional Liability" means your policy which provides coverage for liability arising out of the rendering or failure to render professional services, negligent acts, errors or omissions in the practice of your profession shown on the declarations page of this policy.

14. "retained limit" means the sum of:

- a. the amount paid or payable by any other insurance policy for the loss;
- b. the amount the insured is required to pay for the loss as provided in the MAINTAINING REQUIRED UNDERLYING INSURANCE section of this policy; and
- c. the amount shown on the declarations page as the "Self-Insured Retention". This amount only applies if an insured has no required underlying insurance or an insured's required underlying insurance does not provide any coverage for the loss.

15. "you" and "your" mean the person or persons shown as "Named Insured" on the declarations page. If a named insured shown on the declarations page is a human being then "you" and "your" includes the spouse of the first person listed as a named insured if the spouse resides primarily with that named insured.

16. "we", "us" and "our" mean the Company shown on the declarations page.

MAINTAINING REQUIRED UNDERLYING INSURANCE

Required underlying insurance must be maintained at all times in an amount at least equivalent to the Minimum Underlying Limits shown on the declarations page.

The insured is required to pay:

1. the difference between the Minimum Underlying Limits shown on the declarations page, and the amount paid for the loss by required underlying insurance if the required underlying insurance:
 - a. limits the amount it will pay in one year;
 - b. has limits in an amount less than the Minimum Underlying Limits shown on the declarations page;
 - c. has limits in an amount shown on the declarations page as required underlying insurance, but it provides reduced limits for that insured seeking coverage under this policy; or
 - d. amount is not paid in full because the insurer providing required underlying insurance is or becomes insolvent.
2. the Minimum Underlying Limits shown on the declarations page if the:
 - a. insurer providing the required underlying insurance makes no payment because it is or becomes insolvent, and no payment is made by a state, provincial or association guarantee fund because that insurer is or becomes insolvent;

b. insured:

- (1) does not qualify as an insured under the required underlying insurance;
- (2) qualifies as an insured under the required underlying insurance, but an exclusion or other policy provision applies that eliminates coverage under the required underlying insurance for that insured;

c. required underlying insurance;

- (1) is not in force;
- (2) does not provide coverage because a claim is not made while that policy is in effect or within the required time period stated in that policy;
- (3) does not provide coverage when an insured operates an automobile or recreational motor vehicle outside the United States of America, its territories and possessions, or Canada.

However, item c.(3) above, does not apply if an insured purchases or is provided Automobile Liability or Recreational Motor Vehicle Liability insurance in an amount at least equivalent to the otherwise applicable required underlying insurance or, if the Minimum Underlying Limits shown on the declarations page are not available, the highest available limit.

COVERAGES

COVERAGE L -- PERSONAL LIABILITY

If a claim is made or suit is brought against an insured for damages because of a loss for which the insured is legally liable and to which this policy applies, we will pay on behalf of the insured, the damages that exceed the retained limit. The most we will pay for such loss is the Coverage L Limit of Liability, as shown on the declarations page, regardless of the number of insureds who may be liable, claims made, or persons injured.

Defense

If a suit is brought against any insured for damages because of a loss to which this policy applies, we will provide a defense to the insured at our expense by counsel of our choice when the basis for the suit is a loss that is not covered by any other insurance policy but is covered by this policy. We have no duty to defend any claim or suit after we tender, deposit in court, or pay the amount due under this policy.

Our Rights

We have the right to:

- a. investigate, negotiate and settle any claim or suit that we decide is appropriate;
- b. defend the insured in any claim or suit, by counsel of our choice; and
- c. appeal any award or legal decision.

ADDITIONAL COVERAGES

When we provide a defense to an insured at our expense by counsel of our choice for a

loss that is not covered by any other insurance policy, but is covered by this policy, we will pay the following in addition to the Coverage L Limit of Liability, but only until we tender, deposit in court, or pay the amount due under this policy:

1. expenses we incur in defending the suit;
2. premiums or bonds required to defend the suit, but not for bond amounts greater than the Coverage L Limit of Liability. We are not obligated to apply for or furnish any bond;
3. reasonable expenses any insured incurs at our request. This includes:
 - a. actual loss of earnings, but not loss of other income, up to \$200 for each day an insured attends at our request;
 - (1) an arbitration;
 - (2) a mediation; or
 - (3) a trial of a suit; and
 - b. reasonable expenses incurred by our insured at our request other than loss of earnings or other income;
4. costs taxed against an insured in a suit we defend. Costs do not include attorney fees;
5. prejudgment interest, when owed by law, on that part of the judgment covered by this policy; and
6. interest on the entire judgment which accrues after entry of the judgment but only until we tender, deposit in court, or pay the amount due under this policy. We will not pay interest on damages paid or payable by a party other than the insured or us.

EXCLUSIONS

There is no coverage under this policy for any:

1. loss involving any insured's maintenance, use, ownership, loading or unloading of any:

- a. locomotive, unless your required underlying insurance for Personal Residential Liability applies to the loss and provides coverage that pays for the loss in the amount shown as Minimum Underlying Limits on the declarations page;

- b. aircraft;

- c. truck tractors designed to pull any type of trailer;

- d. truck tractor trailers; or

- e. farm tractors, farm trailers or farm implements while used in farming operations;

2. loss arising out of any insured providing or failing to provide a professional service;

3. loss arising out of alleged or actual:

- a. sexual harassment;

- b. sexual molestation; or

- c. discrimination prohibited by law; by the insured;

4. loss arising out of any insured's act or omission as a member of a corporation's board of directors. This exclusion does not apply if:

- a. the corporation is a not-for-profit corporation; and

- b. the insured is not an employee or officer of the corporation;

5. loss arising out of any contamination or pollution unless required underlying insurance applies to the loss and provides coverage that pays for the loss in the amount shown as Minimum Underlying Limits on the declarations page;

6. loss arising out of any insured's business property or business pursuits of any insured, unless:

- a. (1) the loss does not involve any land motor vehicle or watercraft; and

- (2) required underlying insurance applies to the loss and provides coverage that pays for the loss in the amount shown as Minimum Underlying Limits on the declarations page;

- b. the loss involves a private automobile used for business pursuits; and:

- (1) required underlying insurance for Automobile Liability applies to the loss and provides coverage that pays for the loss in the amount shown as Minimum Underlying Limits on the declarations page;

- (2) the private automobile is not for hire either for the use of others or for carrying the property of others; and

- (3) the private automobile is not used to carry passengers for a charge in connection with any business pursuit; or

c. the loss involves a watercraft used for business pursuits, and:

- (1) required underlying insurance for Watercraft Liability applies to the loss and provides coverage that pays for the loss in the amount shown as Minimum Underlying Limits on the declarations page;
- (2) the watercraft is not for hire either for the use of others or for carrying the property of others; and
- (3) the watercraft is not used to carry passengers for a charge in connection with any business pursuit;

7. loss arising out of:

- a. nuclear reaction;
- b. radiation or radioactive contamination from any source; or
- c. any detonation of, or release of radiation from, any nuclear or radioactive device;

8. loss arising out of:

- a. the entrustment to any person by any insured;
- b. the supervision of, or the failure to supervise, any person by any insured, with regard to the ownership, maintenance or use; or
- c. any liability imposed by an owner's liability statute or similar law on any insured, with regard to the ownership, maintenance or use;

of any automobile, recreational motor vehicle, watercraft, aircraft or any other motorized vehicle, unless required underlying insurance applies to the loss

and provides coverage that pays for loss in the amount shown as Minimum Underlying Limits on the declarations page;

9. loss involving a watercraft or motorized land vehicle, and arising out of any insured's participation in, preparation or practice for any:

- a. race contest or competition;
- b. speed contest or competition;
- c. demolition contest or competition;
- d. hill climbing contest or competition; or
- e. jumping contest or competition;

whether or not any of these are formally organized or prearranged.

However, this exclusion does not apply to watercraft if the required underlying insurance applies to the loss and provides coverage that pays for the loss in the amount shown as Minimum Underlying Limits on the declarations page;

10. loss sustained while an automobile or recreational motor vehicle is driven or operated by an insured other than you, who is excluded by a named driver or operator exclusion or any similar exclusion under any required underlying insurance, even if coverage is provided by another policy;

11. loss arising out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any fungus at or from any source or location; or loss, cost or expense arising out of any:

- a. request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate or

dispose of or in any way respond to or assess the effects of fungus; or

- b. claim or suit for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of, or in any way responding to or assessing the effects of fungus;
12. claim made or suit brought against any insured because of bodily injury or personal injury to any person who is in the care of any insured because of compensated child care services provided by or at the direction of:
- a. any insured;
 - b. an employee of any insured; or
 - c. any other person actually or apparently acting on behalf of any insured.

This exclusion does not apply to the part-time child care services provided by any insured who is 18 years of age or younger and the services are not provided on business property;

13. bodily injury or personal injury to any insured as defined in part a. or b. of the definition of insured, including any claim made or suit brought against any insured to share damages with or repay someone else who may be obligated to pay damages because of such bodily injury or personal injury;
14. bodily injury or property damage which is:

- a. either expected or intended by the insured; or
 - b. the result of any willful and malicious act of the insured;
15. bodily injury to a person if the insured is required to provide or elects to provide that person benefits under a workers' compensation, non-occupational disability, or occupational disease law;
16. bodily injury arising out of the exposure to, ingestion or inhalation of, lead or lead compounds;
17. personal injury when the insured acts with specific intent to cause any harm;
18. property damage to:
- a. property owned by any insured on the date of loss; and
 - b. automobiles and aircraft owned by, registered to, leased to, rented to, used by, in the care of or transported by any insured;
19. liability imposed on or assumed by any insured through any unwritten or written agreement;
20. liability for any insured's share of any charge assessed against all members of any type of association of property owners; or
21. order of restitution issued by a court in a criminal proceeding or equitable action.

DUTIES AFTER LOSS

In the event of a loss for which this policy may provide coverage, all insureds seeking coverage must:

1. immediately notify us of such loss. The notice must give us:
 - a. reasonably available information on the time, place and circumstances of the loss; and
 - b. names and addresses of any claimants and witnesses; and
 - c. the name of the insurer, and identification number of any other policy providing insurance;
2. immediately notify us and any other insurer providing insurance of any claim or suit filed against the insured and send us and such

insurer every demand, notice, summons and other process received related to the claim or suit.

3. at all times, help and cooperate with us and any other insurer providing insurance, and at our request, assist in:
 - a. making settlement;
 - b. the enforcement of any right of contribution or indemnity against a person or organization who may be liable to the insured;
 - c. the conduct of suits and attend depositions, hearings and trials;
 - d. securing and giving evidence; and
 - e. locating and getting witnesses to attend depositions, hearings, and trials.

CONDITIONS

1. **Appeals.** We may appeal any award or legal decision against any insured or us.
2. **Assignment.** Any assignment of this policy will be valid only after we give our written consent.
3. **Bankruptcy.** Bankruptcy or insolvency of an insured or his or her estate shall not relieve us of our obligations under this policy.
4. **Cancellation.** This policy may be cancelled by you or us at any time during the policy period.
 - a. You may cancel by giving advance written notice to us or our agent of the date the cancellation is to take effect. If

you cancel, the refund of any unearned premium will be based on our rules for cancellation. We may waive the requirement that the notice be in writing by confirming the date and time of cancellation to you in writing.

- b. If we choose to cancel the policy, we will mail or deliver to your last known address notice of cancellation at least:
 - (1) 10 days prior to the date of cancellation, if the cancellation is for nonpayment of premium;
 - (2) 30 days prior to the date of cancellation, if the cancellation is for a reason other than nonpayment of premium.

The refund of any unearned premium will be prorated. Proof of mailing will be sufficient proof of notice.

Delay in the return of any unearned premium does not change the cancellation date.

5. **Conformity to State or Provincial Law.** When a policy provision is in conflict with the applicable law of the state or province in which this policy is issued, the law of such state or province will apply.
6. **Death.** If you die, this policy will cover as an insured, your estate and your personal representative while acting on behalf of your estate, until this policy is terminated. This applies only with respect to a loss arising out of the premises and property that are part of the estate and then only if you, while living, would have had coverage.
7. **Insolvency.** When coverage is not available from any required underlying insurance because the company issuing such policy is or becomes insolvent, this policy will not replace coverage of the insolvent company or any state, provincial or association guarantee fund available for the loss.
8. **Joint and Individual Interests.** When there are two or more named insureds, each acts for all to cancel or change the policy.
9. **Liberalization Clause.** If we revise the language of this policy to broaden coverage for no additional premium in the state or province in which your policy is issued, the broadened coverage will apply to your policy on the date the change is effective in such state or province.

10. **Non-Renewal.** We may elect not to renew this policy by delivering or mailing written notice to your last known address. The notice will be delivered or mailed at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

11. **Notification for Underwriting Purposes.** If any required underlying insurance limits are used up, reduced, suspended or cancelled, you must notify us immediately, and immediately replace the coverage. Providing this notification does not alter an insured's obligation to comply with the MAINTAINING REQUIRED UNDERLYING INSURANCE section of this policy.

12. **Other Insurance.** The coverage provided by this policy is excess over all other insurance and self insurance.

13. **Policy Period.** This policy applies only to a loss which first occurs during the policy period shown on the declarations page or renewal certificate.

14. **Recovery.** Insureds must do all that they can to preserve their rights of recovery, including rights of indemnity or contribution. These rights will belong to us up to the amount we pay for a loss.

15. **Suit Against Us.** No action may be brought against us unless all insureds have complied with all policy provisions.

No one has the right to join us as a party to an action against an insured. Further, no action may be brought against us until the obligation of the insured has been determined by final judgment after an actual trial, including all appeals, or agreement signed by us.

16. Voluntary Payments and Obligations:

The insured may not, except at the insured's own cost, voluntarily make payments, assume obligations or incur expenses.

17. Waivers. Waivers of our rights under this policy are only valid if we consent in writing.

IN WITNESS WHEREOF, this Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

Kim M. Bunker

Secretary

Edward S. Bunker, Jr.

President

The Board of Directors, in accordance with Article VI(c) of this Company's Articles of Incorporation, may from time to time distribute equitably to the holders of the participating policies issued by said Company such sums out of its earnings as in its judgment are proper.



State Farm Mutual Automobile Insurance Company

12222 State Farm Boulevard
Tulsa OK 74146

16751-1-A

MUTL VOL

DECLARATIONS PAGE

NAMED INSURED

AT2

25-9290-11AA A

001992

GREENE, DENISE M
305 16TH AVE S
GREENWOOD MO 64034-9783

POLICY NUMBER 457 2875-C22-25P

POLICY PERIOD SEP 22 2008 to MAR 22 2009



AGENT

LARRY HAWK
4401 NOLAND ROAD
INDEPENDENCE, MO 64055-4793

DO NOT PAY PREMIUMS SHOWN ON THIS PAGE.
SEPARATE STATEMENT ENCLOSED IF AMOUNT DUE.

PHONE: (816)373-7000

YEAR	MAKE	MODEL	BODY STYLE	VEHICLE ID. NUMBER	CLASS
2008	HONDA	CIVIC	2DR	2HGFG12838H514934	1F0050M000

SYMBOLS	COVERAGES	PREMIUMS
	See policy for coverage details.	2008
		HONDA
A	Bodily Injury/Property Damage Liability	\$123.76
	Limits of Liability-Coverage A-Bodily Injury	
	Each Person, Each Accident	
	\$250,000 \$500,000	
	Limits of Liability-Coverage A-Property Damage	
	Each Accident	
	\$250,000	
C	Medical Payments	\$39.39
	Limit of Liability-Coverage C	
	Each Person	
	\$25,000	
D250	\$250 Deductible Comprehensive	\$78.34
G250	\$250 Deductible Collision	\$145.20
H	Emergency Road Service	\$3.20
R1	Car Rental/Travel Expenses	\$11.80
	Limits of Liability - Car Rental Expense	
	Each Day Each Occurrence	
	\$25 \$600	
U	Uninsured Motor Vehicle	\$10.24
	Limits of Liability-U	
	Each Person, Each Accident	
	\$50,000 \$100,000	

Total premium for SEP 22 2008 to MAR 22 2009.

\$411.93

This is not a bill

IMPORTANT MESSAGES

Your policy consists of this declarations page, the policy booklet - form 9825 6, and any endorsements that apply, including those issued to you with any subsequent renewal notice.

Replaced policy number 4572875-250.

EXCEPTIONS AND ENDORSEMENTS (See individual

is.)

6087

STATUTORY NOTICE.



6925.1 AMENDATORY ENDORSEMENT

This endorsement is a part of *your* policy. Except for the changes it makes, all other terms of the policy remain the same and apply to this endorsement. It is effective at the same time as *your* policy unless a different effective date is specified by us in writing.

In consideration of the premium charged, it is agreed that *your* policy is changed as follows:

1. DEFINED WORDS

- a. The definition of *insured* is changed to read:

Insured – means the *person, persons* or organization defined as *insureds* in the specific coverage. If the information *you* have provided State Farm is incorrect or incomplete, or changes during the policy period, State Farm may decrease or increase the premium during the policy period as set out in the provision titled **Premium** of the Conditions section of this policy.

- b. The following is added to the definition of *newly acquired car*:

If a *newly acquired car* is not otherwise afforded comprehensive or collision coverage by this or any other policy, this policy will provide the comprehensive or collision coverage not otherwise provided for the *newly acquired car*. If such coverage is provided by this paragraph, it will apply only until 12:01 A.M. Standard Time at the address shown on the declarations page on the sixth day after the delivery of the *car to you or your spouse*. Any comprehensive or collision coverage provided by this paragraph is subject to a deductible of \$500.

- c. **Non-Owned Car** — The provision which reads:

"*Non-owned car* does not include a rented *car* while it is used in connection with the *insured's* employment or business."

is deleted.

- d. The definition of *relative* is changed to read:

Relative – means a *person* related to *you* or *your spouse* by blood, marriage or adoption who resides primarily with *you*. It includes *your* unmarried and unemancipated child away at school.

- e. The definition of *spouse* is changed to read:

Spouse – means *your* husband or wife who resides primarily with *you*.

2. REPORTING A CLAIM — INSURED'S DUTIES

Item 2, **Notice to Us of Claim or Suit**, is changed to read:

Notice to Us of Claim or Suit

If a claim or suit is made against an *insured*, that *insured* must at once send us every demand, notice or claim made and every summons or legal process received. That *insured* also shall answer questions under oath when asked by anyone we name, as often as we reasonably ask, and sign copies of the answers.

3. SECTION I — LIABILITY — COVERAGE A

- a. Item 4a under the sentence that reads "In addition to the limits of liability, we will pay for an *insured* any costs listed below resulting from such accident." is changed to read:

4. Expenses incurred by an *insured*:

- a. for loss of wages or salary up to \$100 per day if we ask the *insured* to attend the trial of a civil suit.

- b. The provision titled **Trailer Coverage** is changed to read:

Trailer Coverage

The liability coverage extends to the ownership, maintenance or use, by an *insured*, of:

1. trailers designed to be pulled by a *private passenger car* or a *utility vehicle*, except those trailers in 2.a. below.

Farm implements and farm wagons are considered trailers while pulled on public roads by a *car* we insure for liability.

These trailers are not described in the declarations and no extra premium is charged.

2. the following trailers only if they are described on the declarations page and extra premium is paid:
 - a. trailers designed to be pulled by a *private passenger car* or a *utility vehicle*:
 - (1) if designed to carry *persons*; or
 - (2) while used with a motor vehicle whose use is shown as "commercial" on the declarations page (trailers used only for pleasure use are covered even if not described and no extra premium paid); or
 - (3) while used as premises for office, store or display purposes; or
 - b. trailers not designed to be pulled by a *private passenger car* or a *utility vehicle*.

When we refer to trailer coverage, *insured* means:

1. *you*;
2. *your spouse*;
3. the *relatives* of the first *person* named in the declarations;
4. any other *person* while using *your car*, a *newly acquired car* or a *temporary substitute car*, if its use is within the scope of consent of *you* or *your spouse*; and
5. any other *person* or organization liable for the use of a covered trailer by one of the above *insureds*.

THERE IS NO COVERAGE WHEN A TRAILER IS USED WITH A MOTOR VEHICLE THAT IS NOT COVERED UNDER THE LIABILITY COVERAGE OF THIS POLICY.

- c. The first paragraph of the **Limits of Liability** provision is changed to read:

The amount of bodily injury liability coverage is shown on the declarations page under "Limits of Liability — Coverage A — Bodily Injury, Each Person, Each Accident". Under "Each Person" is the amount of coverage for all damages, including damages for care and loss of services, arising out of and due to *bodily injury* to one *person*. "*Bodily injury* to one

person" includes all injury and damages to others arising out of and resulting from this *bodily injury*, and all emotional distress arising out of and resulting from this *bodily injury* sustained by other *persons* who do not sustain *bodily injury*. Under "Each Accident" is the total amount of coverage, subject to the amount shown under "Each Person", for all such damages arising out of and due to *bodily injury* to two or more *persons* in the same accident.

- d. Item 3 of **If There Is Other Liability Coverage** is changed to read:

3. Temporary Substitute Car, Non-Owned Car, Trailer

If a *temporary substitute car*, a *non-owned car* or a trailer designed for use with a *private passenger car* or *utility vehicle*:

- a. has other vehicle liability coverage on it; or
- b. is self-insured under any motor vehicle financial responsibility law, a motor carrier law or any similar law,

then this coverage is excess over such insurance or self-insurance.

4. SECTION II -- MEDICAL PAYMENTS -- COVERAGE C

MEDICAL EXPENSES

- a. The paragraph that reads:

These incurred expenses must be:

1. for:
 - a. services performed, or
 - b. medical supplies, medication or drugs prescribed
 by a medical provider licensed by the state to provide the specific medical services; and
2. for funeral services.

is deleted.

- b. The following is added:

Expenses are reasonable only if they are consistent with the usual fees charged by the majority of similar medical providers in the geographical area in which the expenses were incurred for the specific medical service.

Services are necessary only if the services are rendered by a medical provider

within the legally authorized scope of the provider's practice and are essential in achieving maximum medical improvement for the *bodily injury* sustained in the accident.

- c. Item 2b under **MEDICAL EXPENSES** is deleted. It reads:

REASONABLE MEDICAL EXPENSES
DO NOT INCLUDE EXPENSES:

2. INCURRED FOR:

- b. THE USE OF ACUPUNCTURE OR OTHER RELATED PROCEDURES OF A SIMILAR NATURE;

5. **SECTION III — UNINSURED MOTOR VEHICLE — COVERAGE U AND UNDERINSURED MOTOR VEHICLE — COVERAGE W**

- a. Item 1 of **Limits of Liability — Coverage U** is changed to read:

1. The amount of coverage is shown on the declarations page under "Limits of Liability — U — Each Person, Each Accident". Under "Each Person" is the amount of coverage for all damages, including damages for care and loss of services, arising out of and due to *bodily injury* to one person. "*Bodily injury* to one person" includes all injury and damages to others arising out of and resulting from this *bodily injury*, and all emotional distress arising out of and resulting from this *bodily injury* sustained by other persons who do not sustain *bodily injury*. Under "Each Accident" is the total amount of coverage, subject to the amount shown under "Each Person", for all such damages arising out of and due to *bodily injury* to two or more persons in the same accident.

- b. Item 1 of **Limits of Liability — Coverage W** is changed to read:

1. The amount of coverage is shown on the declarations page under "Limits of Liability — W — Each Person, Each Accident". Under "Each Person" is the amount of coverage for all damages, including damages for care and loss of services, arising out of and due to *bodily injury* to one person. "*Bodily injury* to one person" includes all injury and damages to others arising out of and resulting from this *bodily injury*, and all emotional distress arising out of

and resulting from this *bodily injury* sustained by other persons who do not sustain *bodily injury*. Under "Each Accident" is the total amount of coverage, subject to the amount shown under "Each Person", for all such damages arising out of and due to *bodily injury* to two or more persons in the same accident.

6. **SECTION IV — PHYSICAL DAMAGE COVERAGES**

- a. The following is added to the definition of *Loss*:

Loss does not include any reduction in the value of any vehicle or detachable living quarters after it has been repaired, as compared to its value before it was damaged.

- b. The provision **COMPREHENSIVE — COVERAGE D** is changed to read:

COMPREHENSIVE — COVERAGE D. *You* have this coverage if "D" appears in the "Coverages" space on the declarations page. If a deductible applies, the amount is shown by the number beside "D".

1. Loss to Your Car. We will pay for *loss to your car* EXCEPT *LOSS CAUSED BY COLLISION* but only for the amount of each such *loss* in excess of the deductible amount, if any. If we offer to pay for the repair of damaged windshield glass instead of the replacement of the windshield and *you* agree to have such repair made, we will pay the full cost of repairing the windshield glass regardless of *your* deductible.

Breakage of glass or *loss* due to hitting or being hit by a bird or an animal is payable under this coverage.

2. We will repay *you* for transportation costs incurred if *your car* is stolen. We will pay up to \$25 per day beginning when *you* tell us of the theft and ending when we offer to pay for the *loss*.

If the daily incurred transportation costs are payable under both Comprehensive Coverage and Car Rental and Travel Expenses Coverage, we will pay only under the one coverage where *you* collect

the most. If payments have been made under Car Rental and Travel Expenses Coverage and such payments have either exhausted the total amount payable under Car Rental Expense or reduced the total amount payable under Car Rental Expense to less than \$25, then we will pay under Comprehensive Coverage.

- c. The following is added to **COLLISION — COVERAGE G:**

If we offer to pay for the repair of damaged windshield glass instead of the replacement of the windshield and *you* agree to have such repair made, we will pay the full cost of repairing the windshield glass regardless of *your* deductible.

- d. The following is added to **COLLISION — COVERAGE G:**

Loss caused by *collision* does not include *loss* due to:

1. missiles or falling objects;
2. windstorm or hail;
3. earthquake, water or flood;
4. theft or larceny;
5. malicious mischief or vandalism; or
6. riot or civil commotion.

- e. The first paragraph of **Limit of Liability — Comprehensive and Collision Coverages** is changed to read:

The limit of our liability for *loss* to property or any part of it is the lower of:

1. the actual cash value; or
2. the cost of repair or replacement. The cost of repair or replacement does not include any reduction in the value of the property after it has been repaired, as compared to its value before it was damaged.

- f. The following is added to **EMERGENCY ROAD SERVICE — COVERAGE H:**

We will pay the fair cost *you* incur for *your car* for locksmith services, up to one hour, to open *your car* if *your* key is lost, stolen or locked inside *your car*. We will pay only the cost of labor.

- g. The last paragraph of **CAR RENTAL EXPENSE — COVERAGE R** that reads:

Any car rent payable under coverage R is REDUCED TO THE EXTENT IT IS PAYABLE UNDER COMPREHENSIVE.

is changed to read:

If the incurred daily rental charge is payable under both Comprehensive Coverage and Car Rental Expense Coverage, we will pay only under the one coverage where *you* collect the most.

- h. The last paragraph of item 1 under **CAR RENTAL AND TRAVEL EXPENSES — COVERAGE R1** that reads:

Any car rent payable under this coverage is REDUCED TO THE EXTENT IT IS PAYABLE UNDER COMPREHENSIVE.

is changed to read:

If the incurred daily rental charge is payable under both Comprehensive Coverage and Car Rental and Travel Expenses Coverage, we will pay only under the one coverage where *you* collect the most.

- i. The provision in the policy booklet titled **Total Amount of Expenses Payable — Coverage R1** under **CAR RENTAL AND TRAVEL EXPENSES — COVERAGE R1** is changed to read:

Total Amount of Expenses Payable — Coverage R1

1. The most we will pay for "Car Rental Expense" incurred in any one occurrence is \$400.
2. The most we will pay for "Travel Expenses" incurred by all *persons* in any one occurrence is \$400.
3. The most we will pay for "Rental Car — Repayment of Deductible Amount Expense" incurred in any one occurrence is \$400.

- j. Item 2 of the provision titled **Trailer Coverage** is changed to read:

2. Non-Owned Trailer or Detachable Living Quarters

Any physical damage coverage in force on *your car* applies to a non-owned:

- a. trailer, if it is designed for use with a *private passenger car*, or
- b. detachable living quarters unit

used by the first *person* named in the declarations, his or her *spouse* or their *relatives*.

The most we will pay under the comprehensive or collision coverage for a *loss* to such non-owned trailer or unit is \$2,500.

A non-owned trailer or detachable living quarters unit is one that:

- a. is not owned by or registered in the name of:
 - (1) *you, your spouse, any relative;*
 - (2) any other *person* residing in the same household as *you, your spouse* or any *relative*; or
 - (3) an employer of *you, your spouse* or any *relative*; and
- b. has not been used or rented by or in the possession of *you, your spouse* or any *relative* during any part of each of the last 21 or more consecutive days. If *you* are insured by one or more other car policies issued by us, the 21 day limit is increased by an additional 21 days for each such additional policy.

7. CONDITIONS

- a. Item a, **Policy Terms**, of condition 1, **Policy Changes**, is changed to read:
 - a. **Policy Terms.** The terms of this policy may be changed or waived only by:
 - (1) an endorsement issued by us; or
 - (2) the revision of this policy form to give broader coverage without an extra charge. If any coverage *you* carry is changed to give broader coverage, we will give *you* the

broader coverage without the issuance of a new policy as of the date we make the change effective.

- b. The condition **Changes in the Premium During the Policy Period** is deleted and replaced by the following:

Premium

The premium for this policy may vary based upon the purchase of other insurance from one of the State Farm affiliated companies.

The premium for this policy is based on information State Farm has received from *you* or other sources. If the information is incorrect or incomplete, or changes during the policy period, *you* must inform State Farm of any changes regarding the following:

1. *your car*, or its use, including annual mileage;
2. the *persons* who regularly drive *your car*, including newly licensed family members;
3. *your* marital status; or
4. the location where *your car* is principally garaged.

You agree that if this information or any other information used to determine the premium is incorrect or incomplete, or changes during the policy period, we may decrease or increase the premium during the policy period based upon the corrected, completed or changed information. *You* agree that if the premium is decreased or increased during the policy period, State Farm will refund or credit to *you* any decrease in premium and *you* will pay for any increase in premium.