

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

DIANE WATTS, ANTHONY WATTS, and
ADAM PIZZITOLA, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

LIBERTY MUTUAL PERSONAL
INSURANCE COMPANY, LIBERTY
MUTUAL GROUP, INC., LIBERTY
MUTUAL HOLDING COMPANY, INC., and
LIBERTY MUTUAL INSURANCE
COMPANY,

Defendants.

Civil Action No. 23-12845

JURY TRIAL DEMANDED

FIRST AMENDED CLASS ACTION COMPLAINT

Plaintiffs Diane Watts and Anthony Watts (together, “Watts” or “Watts Plaintiffs”), and Adam Pizzitola (“Pizzitola”) (collectively, “Plaintiffs”), individually and on behalf of all others similarly situated, through their undersigned counsel, file this First Amended Class Action Complaint (“Complaint”), and allege based upon personal knowledge as to themselves and their acts, the investigation of counsel, and publicly available information as follows:

INTRODUCTION

1. Plaintiffs bring this class action lawsuit for breach of contract, vexatious refusal to pay, and insurance bad faith against Defendants Liberty Mutual Personal Insurance Company, Liberty Mutual Group, Inc., Liberty Mutual Holding Company, Inc., and Liberty Mutual Insurance Company (collectively, “Liberty Mutual” or “Defendants”), in connection with Liberty Mutual’s

standard practice of prematurely terminating Transportation Expenses Coverage benefits when it declares a vehicle a total loss.¹

2. Liberty Mutual sells automobile insurance policies that include optional coverage for “Transportation Expenses” (hereinafter referred to as “Transportation Expenses Coverage”). Transportation Expenses Coverage provides coverage to an insured for transportation expenses, such as the cost of a rental car, during the period in which an insured’s own automobile is unavailable after a covered loss.

3. When Liberty Mutual declares a vehicle a total loss, it is contractually obligated to pay for Transportation Expenses Coverage for up to 30 days, limited only by a per accident limit, a daily monetary rate, and the “*period of time reasonably required to . . . replace*” the totaled vehicle.

4. However, in breach of its insurance policy, when Liberty Mutual determines that a vehicle is a total loss, it does not evaluate the amount of time “reasonably required” for an insured to replace the totaled vehicle. Instead, doing no evaluation, Liberty Mutual systematically places an arbitrary cap on the length of time it will pay for Transportation Expenses Coverage.

5. For example, when the Watts’s vehicle was declared a total loss, Liberty Mutual arbitrarily and without conducting any investigation into what would have been a reasonable amount of time to replace their vehicle, instead limited Watts’s coverage, by providing only seven days of coverage after Liberty Mutual determined that the vehicle was a total loss.

¹ A total loss generally means that the insurance company has determined that the cost to repair the damage to an automobile is more than the automobile is worth.

6. Similarly, Liberty Mutual informed Pizzitola that he had “7 days from the day your vehicle is deemed a total loss to be covered by us.... [t]hat is ***standard operating procedure*** for all total loss claims.”

7. This “standard operating procedure” is a clear breach of Liberty Mutual’s automobile insurance policy, and Liberty Mutual has no cause or excuse for refusing to pay the full amount of Transportation Expenses Coverage it is obligated to provide under its insurance policies.

8. Plaintiffs seek to represent a Class and/or Subclasses of all insureds who have suffered similar injury when Liberty Mutual arbitrarily and prematurely terminated Transportation Expenses Coverage, and to recover all damages and losses owed to them.

PARTIES

A. Plaintiffs

9. Plaintiffs Diane Watts and Anthony Watts are married adult individuals who reside in Kansas City, Missouri.

10. Plaintiff Adam Pizzitola is an adult individual who resides in Oak Lawn, Illinois.

B. Defendants

11. Defendant Liberty Mutual Personal Insurance Company (“LMPIC”) is a New Hampshire company with a principal place of business located at 175 Berkeley Street, Boston, MA 02116.

12. Defendant Liberty Mutual Group, Inc. (“LMGI”) is a Massachusetts corporation with a principal place of business located at 175 Berkeley Street, Boston, MA 02116.

13. Defendant Liberty Mutual Holding Company, Inc. (“LMHC”) is a Massachusetts corporation with a principal place of business located at 175 Berkeley Street, Boston, MA 02116.

14. Defendant Liberty Mutual Insurance Company (“LMIC”) is a Massachusetts company with a principal place of business located at 175 Berkeley Street, Boston, MA 02116.

15. At all relevant times, Defendants acted as the alter ego, on behalf of each other, as the agent or authorized representative of one another, and/or the insurer of Plaintiffs and Class members.

16. LMPIC does not have any of its own employees. *See* 2022 Annual Statement of the Liberty Mutual Personal Insurance Company to the New Hampshire Insurance Department, attached as Exhibit A at 14.23 (“[LMPIC] does not have any direct employees[.]”).

17. Instead, under a management services agreement, “LMIC may provide [LMPIC] with office space, supplies, equipment, telephone and wire services, the use of computers and similar machines and *services of personnel employed by LMIC and LMGI.*” *Id.* at 14.21 (emphasis added). *See also* Massachusetts Division of Insurance Report of Examination of Liberty Mutual Personal Insurance Company (Dec. 31, 2018), attached as Exhibit B at 8 (same).

18. LMIC and LMGI not only provide the employees for LMPIC, but also perform its “risk underwriting, claims processing, claims adjustments, policyholder services, contract management, and administration.” *See* Exhibit B at 8 (“Services provided [by personnel employed by LMIC and LMGI] include, but are not limited to, risk underwriting, claims processing, claims adjustments, policyholder services, contract management, and administration.”); Exhibit A at 14.21 (same).

19. Further, LMPIC “reports no underwriting activity or reserve development.” Exhibit B at 3. *See also id.* at 9 (“100% of written premium is ceded to the LMIC Pool.”); *id.* at 17 (“As noted previously, LMPIC’s pooling participation ratio is 0.00%, and therefor does not carry any net loss or [loss adjustment expense] reserves.”).

20. Instead, LMPIC's entire financial risk is assumed by LMIC. *See* Exhibit B at 9 (“According to the agreement, [LMPIC] cedes 100% of its risks to LMIC, the lead insurer of the LMIC Pool and as such is the principal administrator of most pooling operations.”); *id.* at 3 (“[LMPIC] is a member of the Liberty Mutual Second Amended and Restated Intercompany Reinsurance Agreement whereby after external reinsurance, [LMPIC] cedes its net underwriting activity to the lead company in the LMIC Pool and its pooling participation is 0.00%.”).

21. Additionally, LMPIC does not file its own federal tax returns, rather “[LMPIC's] federal income tax return is consolidated with other affiliates in the federal income tax return of LMHC.” Exhibit B at 9.

22. All members of LMPIC's Board of Directors are also officers of LMGI. *See* Exhibit B at 6-7.

23. And LMHC “controls [LMPIC]'s Board of Directors.” Exhibit B at 8. *See also id.* at 4 (“LMHC's Board of Directors is responsible for providing oversight of the entire organization, including [LMPIC]. According to the LMHC bylaws, the Group's business shall be managed by the Board of Directors (‘Board’) which may exercise all of the powers of [LMPIC], except as otherwise provided by the Articles or bylaws.”).

JURISDICTION AND VENUE

24. Jurisdiction is proper under 28 U.S.C. § 1332(d)(2) because Plaintiffs seek relief on behalf of a class, which will result in at least one class member belonging to a different state than the Defendants, and the damages of the proposed Class as defined below exceed \$5,000,000.

25. Venue is proper in the United States District Court for the District of Massachusetts pursuant to 28 U.S.C. § 1391(b)(1), as Defendants are all residents of this District.

FACTUAL BACKGROUND

A. Diane Watts and Anthony Watts

1. The Watts Plaintiffs' Policy

26. On or about April 15, 2023, there was in full force and effect an automobile insurance policy, no. AOV-243-634444-70 3 7, between the Watts Plaintiffs and Liberty Mutual (“Watts Policy”). See Watts Policy, attached as Exhibit C.

27. The Watts Policy defines the term “our” to “refer to the Company providing this insurance.” See Exhibit C at Watts036.²

28. The Watts Policy also states that it is signed by “**our** President and Secretary” and, directly below this statement, is signed by David Long and Dexter Legg as the “PRESIDENT” and “SECRETARY,” respectively. Exhibit C at Watts048 (emphasis added).

29. However, neither Mr. Long, nor Mr. Legg, were officers of LMPIC at the time the Watts Policy was issued. See Exhibit B at 6-7 (listing LMPIC’s Directors and Officers); Ex. A at 1 (same).

30. Mr. Long had served as the President of LMHC and LMIC, and Mr. Legg had been the Secretary of LMHC, and LMIC.³ Additionally, while Mr. Legg has also previously served as Secretary of LMPIC,⁴ he no longer served in that capacity at the time the Watts Policy was issued. See Exhibit B at 6-7 (listing LMPIC’s Directors and Officers); Ex. A at 1 (same).

² Plaintiffs have bates stamped Exhibit C as Watts001-Watts074 for ease of reference.

³ See Liberty Mutual Group 2010 Annual Report at 69, available online at <https://www.libertymutualgroup.com/about-lm/investor-relations/documents/ar-2010.pdf> (last accessed Feb. 23, 2024); LMIC 2014 Annual Statement at 1, available online at <https://www.libertymutualgroup.com/about-lm/investor-relations/documents/lmic-2014-cf.pdf> (last accessed Feb. 23, 2024).

⁴ See LMPIC 2014 Annual Statement at 1, available online at <https://www.libertymutualgroup.com/about-lm/investor-relations/documents/lmpico-2014-cf.pdf> (last accessed Feb. 23, 2024).

31. The Watts Policy provided, among other things, insurance coverage for the use of the Watts's 2009 Nissan Altima (the "Watts Vehicle").

32. The Watts Policy promised to provide the Watts Plaintiffs with, in addition to other insurance benefits, coverage to rent a replacement vehicle if their vehicle was damaged in a loss. These benefits are referred to as Transportation Expenses Coverage.

33. The Watts Policy's Transportation Expenses Coverage provides as follows:

OPTIONAL TRANSPORTATION EXPENSES COVERAGE

When there is a loss to a **your covered auto** described in the Schedule or in the Declarations for which a specific premium charge indicates that Optional Transportation Expenses Coverage is afforded, we will pay, without application of deductible, the daily amount shown on the policy Declarations Page to a maximum of 30 days for:

1. Additional transportation expenses incurred by you for renting a substitute auto.
2. Additional transportation expenses incurred by you for renting a substitute auto due to a total loss of **your covered auto**.
3. Loss of use expenses for which you become legally responsible in the event of loss to a **non-owned auto**.

All coverage provided by this endorsement shall only apply once for any single occurrence. Our payment will be limited to that period of time reasonably required to repair or replace your covered auto or the **non-owned auto**.

See Exhibit C at Watts069 (emphasis in original and added).

34. The Watts Policy's declarations page sets forth the maximum Transportation Expenses Coverage benefit recoverable:

Optional Coverages

Transportation Expenses \$30 Per Day

\$900 Per Accident

See Exhibit C at Watts032. The maximum allowed amount of \$900 constitutes 30 days of Transportation Expenses Coverage at the “Daily Limit” of \$30 (*i.e.*, \$900 per accident / \$30 per day = 30 days).

2. The Watts Plaintiffs’ Accident

35. On or about April 15, 2023, Diane Watts was involved in an automobile collision.

36. As a result of this collision, the Watts Vehicle suffered physical damage.

37. As a result of the damage that the Watts Vehicle suffered in the collision, the Watts Vehicle was withdrawn from use for more than 24 hours.

38. As a result of the collision, the Watts Vehicle suffered significant damage and was no longer usable. Liberty Mutual ultimately deemed the Watts Vehicle a total loss.

3. The Watts Plaintiffs’ Transportation Expenses Coverage Claim

39. Diane Watts called Liberty Mutual on April 15, 2023, to report a claim while still at the scene of the collision.

40. Liberty Mutual informed Diane Watts that she had \$900 of rental vehicle coverage on the Policy.

41. On or about April 16, 2023, the Watts Plaintiffs, upon the recommendation of Liberty Mutual, availed themselves of the benefits provided by the Policy’s Transportation Expenses Coverage and rented an automobile from Enterprise. See Enterprise Rental Agreement, attached as Exhibit D.

42. The Enterprise rental agreement set forth that the rental was to be returned by April 22, 2023. *Id.*

43. On April 17, 2023, Diane Watts spoke with Liberty Mutual. Liberty Mutual advised her that, due to delays in the review and inspection of the damaged Vehicle, she could remain in the rental vehicle until April 29, 2023.

44. On or about April 20, 2023, Liberty Mutual deemed the Watts Vehicle a total loss.

45. Despite its earlier assurance to the contrary, and the explicit language of the Watts Policy, upon deeming the Watts Vehicle a total loss, Liberty Mutual texted Diane Watts (seemingly using a form text message) in the early morning of April 20, 2023, to inform her that the Watts Vehicle had been totaled and that she would be permitted to remain in the rental vehicle obtained from Enterprise for *only* one week—until April 27, 2023. The text message stated as follows:

Good morning! I wanted to let you know your vehicle has been declared a total loss. . . . Your settlement amount after deductible is \$4,125.75. I have extended your rental 7 days; ***your last day of rental will be 4/27/23.***

Liberty Mutual 4/20/23 Text Message, attached as Exhibit E (emphasis added).

46. Later that same day, Liberty Mutual contacted the Watts Plaintiffs by email (again seemingly using a form email template), advising them that the Watts Vehicle had been totaled and that their Transportation Expenses Coverage benefits would be terminated in just seven days:

As your Liberty Claims Representative, my goal is to make your claims experience as easy and worry-free as possible. I'm writing you now to share the latest information about your claim.

Based on our review, your vehicle was determined to be a 'total loss.' This means we will issue a payment based on its pre-accident value (see table below).

To ensure prompt payment, this letter covers all your claim settlement options and next steps, including:

- How we determined your payment
- How to receive prompt payment with completion of paperwork
- Management of the rental car

...

Additional Information to Know

Length of Rental Coverage – We will continue to pay for your rental car until 04/27/2023. ***After this date, payment for the rental vehicle will be your responsibility.*** However, you're welcome to stay in the rental as long as needed with our reduced rates.

Liberty Mutual 4/20/23 Email, attached as Exhibit F (emphasis in original and added).

47. Liberty Mutual's form communications to the Watts Plaintiffs on April 20, 2023, were clear: their Transportation Expenses Coverage benefits were arbitrarily being terminated in seven days—on April 27, 2023.

48. In providing the Watts Plaintiffs with only seven additional days of coverage, Liberty Mutual never provided the Watts Plaintiffs a written explanation of the specific basis in their policy, in relation to the facts, for terminating their Transportation Expenses Coverage benefits on April 27, 2023.

49. On April 29, 2023, consistent with the verbal instructions that Liberty Mutual provided her on or about April 17, 2023, Diane Watts returned the Enterprise rental vehicle.

50. Upon returning the rental vehicle, Enterprise advised Diane Watts that the rental vehicle had been due to be returned two days prior, on April 27, 2023, and as a result Diane Watts was forced to pay Enterprise approximately \$77 out of pocket, representing two days of rental coverage.

51. At the time that Liberty Mutual terminated the Watts Plaintiffs' Transportation Expenses Coverage benefits, there remained an additional 18 days (at the maximum daily rate of \$30 per day) of and \$540 in available coverage under the terms of the insurance contract, a contract in exchange for which Watts paid valuable consideration in order to secure the benefits guaranteed under the agreement.

52. At the time that Liberty Mutual terminated the Watts Plaintiffs' Transportation Expenses Coverage benefits, the amount of time reasonably required to replace the Watts Vehicle had not elapsed, the Watts Plaintiffs had not received the full settlement value (as determined by Liberty Mutual) of the Watts Vehicle, and the Watts Plaintiffs had not replaced their vehicle.

53. The Watts Plaintiffs were not reasonably able to replace their vehicle for several weeks after Liberty Mutual terminated their Transportation Expenses Coverage benefits.

54. The Watts Policy does not allow for the termination of an insured's Transportation Expenses Coverage benefits in the event of a total loss earlier than 30 days unless and until a specific finding is made by Liberty Mutual that the time "reasonably required to ... replace" an insured's vehicle is less than the allotted 30 days.

55. Prior to terminating the Watts Plaintiffs' Transportation Expenses Coverage benefits, Liberty Mutual failed to make any specific determination or finding regarding the amount of time that the Watts Plaintiffs reasonably required in order to replace their vehicle. In other words, Liberty Mutual terminated the Watts Plaintiffs' Transportation Expenses Coverage benefits without conducting any investigation into whether the Watts Plaintiffs were actually afforded the time that they reasonably required to replace their vehicle.

56. Liberty Mutual terminated the Watts Plaintiffs' Transportation Expenses Coverage benefits before the Watts Plaintiffs had a reasonable opportunity to locate, purchase, and/or lease a replacement vehicle of like kind and quality to the Watts Vehicle.

57. Liberty Mutual's unequivocal statement on April 20, 2023, that the Watts Plaintiffs would not be able to recover any benefits under their policy's Transportation Expenses Coverage after April 27, 2023, was unfounded, without any reasonable basis in fact, and was in breach of the terms of the parties' contract.

58. The Watts Policy does not authorize Liberty Mutual to arbitrarily terminate an insured's Transportation Expenses benefits seven days after determining that the insured vehicle is a total loss or notifying an insured that their vehicle is a total loss.

59. Because Liberty Mutual failed to conduct a good-faith investigation and make a determination as to the amount of time that the Watts Plaintiffs reasonably required to replace their vehicle, the Watts Policy contractually prohibited Liberty Mutual from limiting the Watts Plaintiffs' benefits prior to the end of the 30-day period provided for in the parties' contract.

60. Liberty Mutual only issued payment for 12 days at a rate of \$30 a day for the time period beginning on April 16, 2023, and ending on April 27, 2023. This comes to a total payment of a mere \$360 for rental car expenses.

61. As a result of Liberty Mutual's breach of contract, the Watts Plaintiffs are entitled to recover the remaining \$540 of Transportation Expenses Coverage with which they should have been provided per the terms of their policy.

B. Adam Pizzitola

1. The Pizzitola Plaintiff's Policy

62. On or about January 26, 2022, there was in full force and effect an automobile insurance policy, no. AOV-243-828039-40 1 4, between Pizzitola and Liberty Mutual (the "Pizzitola Policy"). See Pizzitola Policy, attached as Exhibit G.⁵

63. Like the Watts Policy, the Pizzitola Policy defines the term "our" to "refer to the Company providing this insurance." See Exhibit G at Pizzitola020.

⁵ Plaintiffs have bates stamped Exhibit G as Pizzitola001-Pizzitola060 for ease of reference.

64. The Pizzitola Policy also states that it is signed by “**our** President and Secretary” and, directly below this statement, is signed by David Long and Dexter Legg as the “PRESIDENT” and “SECRETARY,” respectively. *Id.* at Pizzitola032 (emphasis added).

65. However, neither Mr. Long, nor Mr. Legg, were officers of LMPIC at the time the Pizzitola Policy was issued. *See* Exhibit B at 6-7 (listing LMPIC’s Directors and Officers); Ex. A at 1 (same).

66. Mr. Long had served as the President of LMHC and LMIC, and Mr. Legg had been the Secretary of LMHC, and LMIC.⁶ Additionally, while Mr. Legg has also previously served as Secretary of LMPIC,⁷ he no longer served in that capacity at the time the Pizzitola Policy was issued. *See* Exhibit B at 6-7 (listing LMPIC’s Directors and Officers); Ex. A at 1 (same).

67. The Pizzitola Policy provides, among other things, insurance coverage for the use of Pizzitola’s 2018 Nissan Kicks (the “Pizzitola Vehicle”).

68. The Pizzitola Policy contractually obligated Liberty Mutual to provide Pizzitola with, in addition to other insurance benefits, coverage to rent a replacement vehicle in the event that his vehicle was damaged in an accident. Just as in the Watts Policy, these benefits are referred to as Transportation Expenses Coverage. *See* Exhibit G.

69. Just as with the Watts Policy, the Pizzitola Policy’s Transportation Expenses Coverage provides as follows:

OPTIONAL TRANSPORTATION EXPENSES COVERAGE

⁶ *See* Liberty Mutual Group 2010 Annual Report at 69, available online at <https://www.libertymutualgroup.com/about-lm/investor-relations/documents/ar-2010.pdf> (last accessed Feb. 23, 2024); LMIC 2014 Annual Statement at 1, available online at <https://www.libertymutualgroup.com/about-lm/investor-relations/documents/lmic-2014-cf.pdf> (last accessed Feb. 23, 2024).

⁷ *See* LMPIC 2014 Annual Statement at 1, available online at <https://www.libertymutualgroup.com/about-lm/investor-relations/documents/lmpico-2014-cf.pdf> (last accessed Feb. 23, 2024).

When there is a loss to a **your covered auto** described in the Schedule or in the Declarations for which a specific premium charge indicates that Optional Transportation Expenses Coverage is afforded, we will pay, without application of deductible, the daily amount shown on the policy Declarations Page to a maximum of 30 days for:

1. Additional transportation expenses incurred by you for renting a substitute auto.
2. Additional transportation expenses incurred by you for renting a substitute auto due to a total loss of **your covered auto**.
3. Loss of use expenses for which you become legally responsible in the event of loss to a **non-owned auto**.

All coverage provided by this endorsement shall only apply once for any single occurrence. Our payment will be limited to that period of time reasonably required to repair or replace your covered auto or the **non-owned auto**.

See Exhibit G at Pizzitola054 (emphasis in original and added).

70. The Pizzitola Policy's declarations page sets forth the maximum Transportation Expenses Coverage benefit recoverable:

Optional Coverages

Transportation Expenses	\$30 Per Day
	\$900 Per Accident

See Exhibit G at Pizzitola008. The maximum allowed amount of \$900 constitutes 30 days of Transportation Expenses Coverage at the "Daily Limit" of \$30 (*i.e.*, \$900 per accident / \$30 per day = 30 days).

2. The Pizzitola Plaintiff's Accident

71. On or about January 26, 2022, Pizzitola was involved in an automobile collision.

72. As a result of the collision, the Pizzitola Vehicle suffered physical damage.

73. As a result of the damage that the Pizzitola Vehicle suffered in the collision, the Pizzitola Vehicle was withdrawn from use for more than 24 hours.

74. As a result of the collision, the Pizzitola Vehicle suffered significant damage, was no longer usable after the date of the collision, and was ultimately deemed a total loss by Liberty Mutual.

3. The Pizzitola Plaintiff's Transportation Expenses Coverage Claim

75. Pizzitola submitted a claim to Liberty Mutual on January 26, 2022—the day of the accident.

76. On or about January 26, 2022, Pizzitola availed himself of the benefits to which he was entitled under the Pizzitola Policy's Transportation Expenses Coverage and rented an automobile from Enterprise.

77. On or about February 2, 2022, Liberty Mutual determined that the Pizzitola Vehicle was a total loss and provided Pizzitola with a vehicle valuation report. *See* Liberty Mutual Emails, at 6-9, attached as Exhibit H.

78. At that time, Liberty Mutual also set a termination date of February 8, 2023, for Pizzitola's Transportation Expenses Coverage claim, after which time Liberty Mutual refused to cover any expenses that Pizzitola incurred for a rental vehicle.

79. On February 3, 2023, Pizzitola expressed concern to Liberty Mutual regarding his ability to get a replacement vehicle. *See* Exhibit H at 3-6.

80. Later that evening, Pizzitola wrote to Liberty Mutual questioning Defendants' valuation of the Pizzitola Vehicle, noting that "every penny matters because I'm going to have to get a 2nd job on top of my full time job to be able to afford the monthly payments." *See* Exhibit H at 4-5.

81. On February 4, 2023, Pizzitola requested an extension of the Transportation Expenses Coverage. See Exhibit H at 3-4.

82. On February 7, 2023, Pizzitola again requested an extension of his Transportation Expenses Coverage:

Can you please extend the rental or do I need to call Enterprise to extend it under my claim, because I will not have a new vehicle by tomorrow.

See Exhibit H at 3.

83. On February 8, 2023, Liberty Mutual rejected Pizzitola's request to extend his Transportation Expenses Coverage:

Morning sir, I totally get it I would do the same thing. In regards to rental I am unable to extend it out any more. The last day is today 2/8 if you would like to keep it past today that is fine it will just be an out of pocket expenses from this point forth. If you are deciding to keep it please make sure you reach out to Enterprise to make them aware. Hope you have a great day sir.

See Exhibit H at 2.

84. Pizzitola brought to Liberty Mutual's attention that he had only used 13 days of his Transportation Expenses Coverage, leaving a significant number of rental days still available under his policy:

Why can't the rental be extended under Liberty Mutual? I have \$900 in rental coverage at \$30 a day = 30 days of rental coverage. It's only been 13 days. I don't have the financial ability to pay out of pocket yet alone a car to replace the rental.

See Exhibit H at 1-2.

85. Liberty Mutual responded to Pizzitola's inquiry, revealing that its ***standard operating procedure*** is to breach, ignore, and deviate from their policy language by refusing to

make an actual determination of the amount of time reasonably required to replace a vehicle once deemed a total loss:

Rental are managed, and you are given 7 days from the day your vehicle is deemed a total loss to be covered by us. Your vehicle was deemed a total loss on 2/1/22 which makes today the 7th day. ***That is standard operating procedure for all total loss claims sir.*** You will be covered through the end of business day today sir, anything after that will have to be out of pocket.

See Exhibit H at 1 (emphasis added).

86. Liberty Mutual's message to Pizzitola was clear: his Transportation Expenses Coverage benefits were being terminated as of February 8, 2023.

87. Liberty Mutual never provided Pizzitola with a written explanation of the specific basis in the Pizzitola Policy, as it related to the facts of his insurance claim, for terminating his Transportation Expenses Coverage benefits on February 8, 2023.

88. Pizzitola returned the rental vehicle that he had obtained from Enterprise on February 9, 2023, and, as a result, paid out-of-pocket for the additional day of rental.

89. At the time that Liberty Mutual terminated Pizzitola's Transportation Expenses Coverage, there remained an additional 17 days, and \$510 in available coverage under the terms of the insurance contract—a contract for which Pizzitola paid valuable consideration in exchange for the benefits guaranteed under the agreement.

90. At the time Liberty Mutual terminated Pizzitola's Transportation Expenses Coverage benefits, the amount of time reasonably required to replace the Pizzitola Vehicle had not elapsed, Pizzitola had not secured a replacement vehicle, and he had not received the full settlement value of the Pizzitola Vehicle.

91. The Pizzitola Policy does not allow for the termination of an insured's Transportation Expenses Coverage benefits in the event of a total loss earlier than 30 days unless

and until a specific finding is made by Liberty Mutual that the time “reasonably required to ... replace” the insured’s vehicle is less than that time.

92. Prior to terminating Pizzitola’s Transportation Expenses Coverage benefits, Liberty Mutual failed to make any specific finding regarding what time period he reasonably required to replace the Pizzitola Vehicle. In other words, Liberty Mutual terminated Pizzitola’s Transportation Expenses Coverage benefits without conducting any investigation into whether Pizzitola was afforded the time he reasonably required to replace his vehicle.

93. Liberty Mutual terminated Pizzitola’s Transportation Expenses Coverage benefits before he had a reasonable opportunity to locate, purchase, and/or lease a replacement vehicle of like kind and quality to the Pizzitola Vehicle.

94. Liberty Mutual’s unequivocal statement on February 8, 2023, that Pizzitola would not be able to recover any benefits under the Policy’s Transportation Expenses Coverage thereafter was unfounded, without any reasonable basis in fact, and was in breach of the terms of its contract with Pizzitola.

95. The Pizzitola Policy does not authorize Liberty Mutual to arbitrarily terminate an insured’s Transportation Expenses Coverage benefits seven days after determining that the insured vehicle is a total loss or notifying an insured that their vehicle is a total loss.

96. Because Liberty Mutual failed to conduct a good-faith investigation and make a determination as to the amount of time that Pizzitola reasonably required to replace his vehicle, the Pizzitola Policy contractually prohibited Liberty Mutual from limiting his Pizzitola’s benefits prior to the end of the 30-day period provided for in the parties’ contract.

97. Liberty Mutual only issued payment for thirteen days of rental coverage at a rate of \$30 per day for the time period beginning on January 27, 2023, and ending on February 8, 2023. This comes to a total payment of a mere \$390 for rental car expenses.

98. As a result of Defendants' breach of contract, Pizzitola is entitled to recover the remaining \$510 of Transportation Expenses Coverage with which he should have been provided per the terms of the Pizzitola Policy.

CLASS ACTION ALLEGATIONS

99. Liberty Mutual's conduct toward Plaintiffs is not unique. Rather, this behavior is uniform across members of the proposed Class and Subclasses defined below.

100. Liberty Mutual wrote and/or issued automobile insurance policies in Missouri, Illinois, and throughout the country, which included a Transportation Expenses Coverage provision in substantially the same form as those laid out in the Watts Policy and Pizzitola Policy (the "Policies").

101. Liberty Mutual processed, adjusted, and handled Class members' Transportation Expenses Coverage claims under the Policies, including the policies issued to the Watts and Pizzitola, in a substantially similar manner: by prematurely terminating Transportation Expenses Coverage without making any determination as to the amount of time reasonably required to obtain a replacement vehicle.

102. In fact, Liberty Mutual has a "standard operating procedure" of prematurely terminating Transportation Expenses Coverage benefits a predetermined number of days following its determination that an insured vehicle is a total loss.

103. To that effect, Liberty Mutual provides manuals, instructions, direction, and/or training to employees, agents, and/or other personnel regarding the policies and procedures to be

used in processing and adjusting of total loss claims, and in handling an insured's Transportation Expenses Coverage claim arising under automobile insurance policies.

104. This uniform conduct by Liberty Mutual is a systematic breach of its Policies issued to Plaintiffs and the substantially similar policies issued to members of the proposed Class and Subclasses that require Liberty Mutual to pay Transportation Expenses Coverage for 30 days, or until it determines that a shorter period of time is reasonably required to replace the covered vehicle.

105. As a result of its breaches as set forth in detail herein, Plaintiffs and members of the Class and Subclasses defined below have been uniformly injured when they received less payment for Transportation Expenses Coverage than that for which Liberty Mutual was contractually obligated to provide.

106. This action is brought individually and as a class action pursuant to Federal Rule of Civil Procedure 23.

107. Plaintiffs seek to represent all members of the following Class:

All insureds in the United States who have been policyholders of automobile insurance policies sold by Liberty Mutual that included Optional Transportation Expenses Coverage, who, within the applicable statute of limitations, have made a claim to Liberty Mutual for Transportation Expenses Coverage as a result of a total loss of a vehicle damaged in a covered loss, and as to whom Liberty Mutual limited the amount of time such coverage is provided to a period of time less than 30 days (the "Class").

108. Alternatively, the Watts Plaintiffs and Pizzitola seek to represent all members of the following Subclasses:

The Watts Plaintiffs:

All insureds who are members of the Class and who resided in Missouri at the time their vehicles suffered damage that resulted in

Liberty Mutual determining their vehicles were a total loss (the “Missouri Subclass”).

Pizzitola:

All insureds who are members of the Class and who resided in Illinois at the time their vehicles suffered damaged that resulted in Liberty Mutual determining their vehicles were a total loss (the “Illinois Subclass”).

109. Excluded from the Class and Subclasses are Liberty Mutual and each of Defendants’ parents, subsidiaries, authorized distributors and affiliates, and their legal representatives, heirs, successors, and assigns of any excluded person.

110. Plaintiffs reserve the right to amend the Class and Subclass definitions above and/or to identify additional subclasses upon completion of discovery and/or class certification, or the identification and joinder of additional class representatives.

111. The Class and Subclasses are each so numerous that joinder of all members is impracticable. Although the exact number and identities of Class and Subclass members are presently unknown, the number can easily be ascertained from Liberty Mutual’s records, databases, and appropriate discovery.

112. There are questions of fact and law which are common to the Class and Subclasses that predominate over any questions affecting only individual Class and Subclass members. Among the common questions of law and facts are the following, without limitation:

a. Whether Liberty Mutual had a policy and practice of selling automobile insurance policies to insureds with Transportation Expenses Coverage as set forth in the Policies, without disclosing to Plaintiffs and the members of the Class and Subclasses that Liberty Mutual will terminate Transportation Expenses Coverage before the expiration of a 30-day period, and

without conducting an analysis or making a finding as to the time period reasonably required to replace the covered vehicle, as required by the policies;

b. Whether Liberty Mutual had a policy and practice of selling automobile insurance policies to insureds with Transportation Expenses Coverage as set forth in the Policies without disclosing to Plaintiffs and members of the Class and Subclasses that Liberty Mutual would prematurely terminate Transportation Expenses Coverage benefits based upon terms not found in the Policies, if the insured's vehicle was a total loss, and without conducting an analysis or making a finding as to what time period is reasonably required to replace the covered vehicle, as mandated by the Policies;

c. Whether Liberty Mutual's policy and practice of terminating Transportation Expenses Coverage benefits earlier than 30 days without conducting an analysis or making a finding as to what time period is reasonably required to replace the covered vehicle, is a material reduction of benefits provided by the Policies, which is imposed without any basis;

d. Whether Liberty Mutual's policy and practice of terminating Transportation Expenses Coverage benefits earlier than 30 days without conducting an analysis or making a finding as to what time period is reasonably required to replace the covered vehicle is a breach of the Policies;

e. Whether Liberty Mutual had a policy and practice of misrepresenting pertinent facts or policies or contract provisions related to Transportation Expenses Coverage benefits;

f. Whether Liberty Mutual failed to adopt and implement reasonable standards for the prompt investigation of claims; and

g. Whether Liberty Mutual had a policy and practice of failing to promptly provide a reasonable explanation of the basis in the Policies in relation to the facts or applicable law for the denial of a claim.

113. Plaintiffs' claims are typical of the claims of the other members of the Class and Subclasses inasmuch as all such claims arise out of Liberty Mutual's prior and current standard policies and practices relating to Transportation Expenses Coverage limitations found in the applicable Policies, and Plaintiffs will assert and pursue the same claims as other members of the Class and Subclasses.

114. Plaintiffs have no interests antagonistic to the interests of the other members of the Class or Subclasses. Plaintiffs are committed to the vigorous prosecution of this action and have retained competent counsel experienced in the prosecution of class actions and insurance litigation. Accordingly, Plaintiffs are adequate representatives of, and will fairly and adequately protect the interests of, the Class and Subclasses as set forth herein.

115. Class certification is appropriate because Liberty Mutual has acted or refused to act on grounds generally applicable to the Class and Subclasses, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

116. Class certification is superior to other available methods for the fair and efficient adjudication of the controversy. Absent a class action, the vast majority of Class and Subclass members likely would not be in a position to litigate their claims individually and would have no effective remedy at law through which to vindicate their claims against Defendants and be made whole. Class treatment of predominating common questions of law and fact is also superior to multiple individual actions, in that class treatment will conserve the resources of the courts and the litigants, and will further the efficient adjudication of the claims of the Class and Subclasses.

COUNT I
BREACH OF CONTRACT

Brought by Plaintiffs, individually and on behalf of the Class and/or Subclasses

117. Plaintiffs incorporate by reference all preceding paragraphs as if fully set forth here.

118. Plaintiffs and Class members paid Liberty Mutual premiums as consideration for issuing the Policies.

119. The Policies constituted valid contracts and were in full force and effect at the time of the motor vehicle accidents involving Plaintiffs and Class members.

120. The Policies imposed upon Liberty Mutual an agreement and a duty to use good faith and apply fair dealing toward Plaintiffs and the Class, its insureds, in handling all claims made under the Policies.

121. Plaintiffs and Class members have satisfied all their obligations under the Policies, including, but not limited to, all conditions precedent and all conditions subsequent.

122. Liberty Mutual materially breached the obligations under the Policies and the law by:

- a. Failing to properly handle the claims of Plaintiffs and Class members;
- b. Failing to objectively and fairly evaluate the claims of Plaintiffs and members of the Class;
- c. Creating, and imposing purported policy limitations without a reasonable basis in the Policy, fact, or law;
- d. Creating, and imposing an unreasonable and self-serving interpretation of the Policies in order to wrongfully withhold and/or reduce benefits due to Plaintiffs and Class members under the applicable Policies;

- e. Using claims handling techniques designed to systematically deny and/or reduce payments and prevent claim evaluations;
- f. Denying, limiting, and/or reducing the coverage provided by the Policies without satisfying the necessary conditions precedent to impose such denials, limitations, and/or reductions; and
- g. Denying, limiting, and/or reducing the claims of Plaintiffs and Class members without any reasonable basis in fact or law, and/or otherwise unreasonably and unfairly withholding benefits due under the Policies to Plaintiffs and Class members.

123. The Policies impose upon Liberty Mutual the obligation to determine the amount of time insureds reasonably require to replace their vehicles prior to Liberty Mutual terminating and/or limiting their Transportation Expenses Coverage benefits.

124. Liberty Mutual materially breached its obligations under the Policies by, without limitation, informing their insureds that their Transportation Expenses Coverage benefits would be terminated after a total loss without Liberty Mutual making a determination as to the amount of time reasonably required to replace those covered vehicles.

125. As a direct and proximate result of the foregoing acts and/or omissions of Liberty Mutual, Plaintiffs and Class (and Subclass) members were damaged in an amount to be determined at trial.

WHEREFORE, Plaintiffs, individually and on behalf of the proposed Class/or Subclass members, demand judgment against Defendants in an amount to be determined at trial, plus additional compensatory and/or consequential damages allowed by law, together with interest, court costs, and such other relief as this Honorable Court shall deem just and proper.

COUNT II

VEXATIOUS CONDUCT, Mo. Rev. Stat. § 375.420

By the Watts Plaintiffs, individually and on behalf of the Missouri Subclass

126. Plaintiffs incorporate by reference all preceding paragraphs as if fully set forth here.

127. Liberty Mutual failed to make a determination as to the amount of time that the Watts Plaintiffs and Missouri Subclass members reasonably required to replace their totaled vehicles prior to terminating benefits available to them under the Transportation Expenses Coverage provision.

128. Liberty Mutual's application of the provisions of Transportation Expenses Coverage found in the Policies is contrary to the express terms of the Policies.

129. Liberty Mutual misrepresented and failed to disclose the coverage it offered to the Watts Plaintiffs and Missouri Subclass members through the Transportation Expenses Coverage provision.

130. Liberty Mutual prematurely terminated benefits owed to the Watts Plaintiffs and Missouri Subclass members purportedly pursuant to the Transportation Expenses Coverage provision without conducting a reasonable investigation into the amount of time required to replace the insured vehicles.

131. Liberty Mutual refused to issue full payment to the Watts Plaintiffs and Missouri Subclass members owed pursuant to the Transportation Expenses Coverage provision.

132. Liberty Mutual lacked reasonable or probable cause or excuse to withhold benefits owed to the Watts Plaintiffs and Missouri Subclass members pursuant to the Transportation Expenses Coverage provision.

133. As a result of the above conduct, the Watts Plaintiffs and Missouri Subclass members are entitled to recover attorneys' fees, interest, and additional damages of 20 percent of

the first \$1,500 of loss and 10 percent of the amount of loss in excess of \$1,500. *See* Mo. Rev. Stat. § 375.420.

WHEREFORE, the Watts Plaintiffs and Missouri Subclass hereby demand judgment against Defendants in an amount to be determined at trial, plus the statutory penalty, consequential damages, interest, reasonable attorneys' fees and costs, and such other relief as this Court deems just and proper.

COUNT III
VIOLATION OF SECTION 155 ILLINOIS INSURANCE CODE

By Plaintiff Adam Pizzitola, individually and on behalf of the Illinois Subclass

134. Plaintiffs incorporate by reference all preceding paragraphs as if fully set forth here.

135. At all times relevant to this Complaint, there has been in force in Illinois Section 155 of the Illinois Insurance Code, which provides, in pertinent part:

(1) In any action by or against a company wherein there is in issue the liability of a company on a policy or policies of insurance or the amount of the loss payable thereunder, or for an unreasonable delay in settling a claim, and it appears to the court that such action or delay is vexatious and unreasonable, the court may allow as part of the taxable costs in the action reasonable attorney fees, other costs, plus an amount not to exceed any one of the following amounts:

(a) 60% of the amount which the court or jury finds such party is entitled to recover against the company, exclusive of all costs;

(b) \$60,000;

(c) the excess of the amount which the court or jury finds such party is entitled to recover, exclusive of costs, over the amount, if any, which the company offered to pay in settlement of the claim prior to the action.

215 Ill. Comp. Stat. Ann. 5/155.

136. Pizzitola and the Illinois Subclass members are entitled to an award under Section 155 of the Illinois Insurance Code as a result of Liberty Mutual engaging in the following vexatious and unreasonable conduct:

- a. Failing to make a determination of the amount of time Pizzitola and the Illinois Subclass members reasonably required to replace their totaled vehicles prior to

terminating benefits available to them under the Transportation Expenses Coverage;

- b. Applying the provisions of Transportation Expenses Coverage found in the Policies in a manner contrary to the express terms of the Policies;
- c. Misrepresenting the coverage available to Pizzitola and the Illinois Subclass members through the Transportation Expenses Coverage provision;
- d. Failing to disclose the coverage available to Pizzitola and the Illinois Subclass members through the Transportation Expenses Coverage provision;
- e. Terminating benefits owed to Pizzitola and the Illinois Subclass members purportedly pursuant to the Transportation Expenses Coverage provision without conducting a reasonable investigation into the amount of time required to replace the insured vehicles;
- f. Refusing to issue full payment to Pizzitola and the Illinois Subclass members owed pursuant to the Transportation Expenses Coverage provision, despite lacking reasonable or probable cause to withhold such payments; and
- g. Failing to objectively evaluate the claims of Pizzitola and the Illinois Subclass members.

WHEREFORE, Plaintiff Adam Pizzitola and the Illinois Subclass demand judgment against Defendants, in an amount to be determined at trial, plus the statutory penalty, consequential damages, interest, reasonable attorneys' fees and costs, and such other relief as this Court deems just and proper.

COUNT IV
DECLARATORY JUDGMENT

By Plaintiffs, individually and on behalf of the Class and Subclasses

137. Plaintiffs incorporate by reference all preceding paragraphs as if fully set forth here.

138. By their terms, the Policies provide that Liberty Mutual “will pay, without application of deductible, the daily amount shown on the policy Declarations Page to a maximum of 30 days for ... [a]dditional transportation expenses incurred by you for renting a substitute auto due to a total loss of **your covered auto**.”

139. The Policies dictate only one authorized justification for Liberty Mutual to limit rental benefits to less than the time provided for in the Policies’ declarations pages: “Our payment will be limited to that period of time reasonably required to repair or replace **your covered auto** or the **non-owned auto**.”

140. The limitation contained in the Policies’ Transportation Expenses Coverage provision imposes upon Liberty Mutual the obligation to investigate and make a determination as to the amount of time insureds reasonably require to replace their vehicles prior to Liberty Mutual terminating and/or limiting their rental benefits.

141. Liberty Mutual has a policy and/or practice of terminating an insured’s Transportation Expenses Coverage benefits after a total loss to before the contracted for 30-day period has elapsed without determining the amount of time reasonably required to replace an insured vehicle as required under the Policies.

142. Plaintiffs continue to insure their vehicles with Liberty Mutual and continue to maintain and pay valuable consideration for the Transportation Expenses Coverage.

143. An actual controversy exists because Plaintiffs paid a specific additional premium to receive the coverage afforded by the Transportation Expenses Coverage provision found in the Policies, and Liberty Mutual adopted policies and/or procedures that deprive Plaintiffs and the Class of the benefits they purchased.

WHEREFORE, Plaintiffs and the Class respectfully request that this Honorable Court:

- a. Declare that the Policies impose upon Liberty Mutual an obligation to determine the amount of time insureds reasonably required to replace their vehicles prior to Liberty Mutual terminating and/or limiting their benefits under the Transportation Expenses Coverage provision; and
- b. Provide injunctive relief prohibiting Liberty Mutual from improperly terminating Transportation Expenses Coverage found in the Policies prior to the expiration of the 30 days of coverage contracted for, in the absence of a determination of the amount of time an insured reasonably requires to replace their totaled automobile; and
- c. Grant such other relief as this Honorable Court deems just and proper.

Dated: February 23, 2024

Respectfully submitted,


Julie Selesnick, MA BBO No. 650968
BERGER MONTAGUE PC
2001 Pennsylvania Avenue, Suite 300
Washington, D.C. 20006
Telephone: (202) 221-5279
Fax: (215) 875-4604
Email: jselesnick@bm.net

Shanon Carson*
Y. Michael Twersky*
BERGER MONTAGUE PC
1818 Market Street, Suite 3600
Philadelphia, PA 19103
Telephone: (215) 875-4656
Email: scarson@bm.net
mitwersky@bm.net

John G. Albanese*

BERGER MONTAGUE PC

1229 Tyler Street NE, Suite 205

Minneapolis, MN 55413

Telephone: (612) 594-5999

Email: jalbanese@bm.net

Richard M. Ochroch**

Brett N. Benton**

Andrew R. Ochroch**

RICHARD M. OCHROCH &

ASSOCIATES, P.C.

318 S. 16th Street

Philadelphia, PA 19102

Telephone: (215) 735-2707

Email: rochroch@ochroch-law.com

bbenton@ochroch-law.com

aochroch@ochroch-law.com

Attorneys for Plaintiffs

*admitted *pro hac vice*

***pro hac vice* motions to be filed

CERTIFICATE OF SERVICE

I, Julie Selesnick, hereby certify that on February 23, 2024, I caused a copy of the foregoing to be filed electronically via the Court's electronic filing system, which will send a notice of electronic filing to all counsel in this case with appearances in the CM/ECF system.

/s/ Julie S. Selesnick
Julie S. Selesnick

EXHIBIT A

ANNUAL STATEMENT

OF THE

LIBERTY MUTUAL PERSONAL INSURANCE COMPANY

of DOVER

STATE OF NEW HAMPSHIRE

TO THE

Insurance Department

OF THE

FOR THE YEAR ENDED

December 31, 2022

PROPERTY AND CASUALTY

2022

PROPERTY AND CASUALTY COMPANIES - ASSOCIATION EDITION



12484202220100100

ANNUAL STATEMENT

For the Year Ended December 31, 2022
OF THE CONDITION AND AFFAIRS OF THE

Liberty Mutual Personal Insurance Company

NAIC Group Code	0111	0111	NAIC Company Code	12484	Employer's ID Number	04-1023460
	(Current Period)	(Prior Period)				
Organized under the Laws of	New Hampshire	State of Domicile or Port of Entry				NH
Country of Domicile	United States of America					
Incorporated/Organized	November 9, 1920			Commenced Business	November 9, 1920	
Statutory Home Office	100 Liberty Way			Dover, NH, US 03820		
	(Street and Number)			(City or Town, State, Country and Zip Code)		
Main Administrative Office	175 Berkeley Street			(Street and Number)		
	Boston, MA, US 02116			617-357-9500		
	(City or Town, State, Country and Zip Code)			(Area Code) (Telephone Number)		
Mail Address	175 Berkeley Street			Boston, MA, US 02116		
	(Street and Number or P.O. Box)			(City or Town, State, Country and Zip Code)		
Primary Location of Books and Records	175 Berkeley Street			Boston, MA, US 02116		
	(Street and Number)			(City or Town, State, Country and Zip Code) (Area Code) (Telephone Number)		
Internet Web Site Address	www.LibertyMutualGroup.com					
Statutory Statement Contact	Matthew Sterling			617-357-9500		
	(Name)			(Area Code) (Telephone Number) (Extension)		
	Statutory.Compliance@LibertyMutual.com			603-430-1653		
	(E-Mail Address)			(Fax Number)		

OFFICERS

Chairman of the Board
Damon Paul Hart #

	Name	Title
1.	Hamid Talal Mirza	President and Chief Executive Officer
2.	Damon Paul Hart #	EVP, Chief Legal Officer and Secretary
3.	Nikos Vasilakos #	Executive Vice President and Treasurer

VICE-PRESIDENTS

Name	Title	Name	Title
Paul Sanghera	Executive Vice President and Comptroller	Vlad Yakov Barbalat	EVP and Chief Investment Officer
Christopher Locke Peirce	EVP and Chief Financial Officer		

DIRECTORS OR TRUSTEES

James Matthew Czapla	Matthew Paul Dolan	Alison Brooke Erbig	Michael Joseph Fallon
Damon Paul Hart #	Hamid Talal Mirza	Elizabeth Julia Morahan	Edward Jose Pena #
Paul Sanghera			

State of Massachusetts

County of Suffolk ss

The officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the absolute property of the said reporting entity, free and clear from any liens or claims thereon, except as herein stated, and that this statement, together with related exhibits, schedules and explanations therein contained, annexed or referred to, is a full and true statement of all the assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and deductions therefrom for the period ended, and have been completed in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures manual except to the extent that: (1) state law may differ; or, (2) that state rules or regulations require differences in reporting not related to accounting practices and procedures, according to the best of their information, knowledge and belief, respectively. Furthermore, the scope of this attestation by the described officers also includes the related corresponding electronic filing with the NAIC, when required, that is an exact copy (except for formatting differences due to electronic filing) of the enclosed statement. The electronic filing may be requested by various regulators in lieu of or in addition to the enclosed statement.

(Signature)	(Signature)	(Signature)
Hamid Talal Mirza	Damon Paul Hart #	Nikos Vasilakos #
(Printed Name)	(Printed Name)	(Printed Name)
1.	2.	3.
President and Chief Executive Officer	EVP, Chief Legal Officer and Secretary	Executive Vice President and Treasurer
(Title)	(Title)	(Title)

Subscribed and sworn to (or affirmed) before me this on this
17th day of January, 2023, by



a. Is this an original filing? [X] Yes [] No

b. If no:

1. State the amendment number	
2. Date filed	
3. Number of pages attached	

ASSETS

	Current Year			Prior Year
	1	2	3	4
	Assets	Nonadmitted Assets	Net Admitted Assets (Cols. 1 - 2)	Net Admitted Assets
1. Bonds (Schedule D)	23,369,375		23,369,375	15,673,451
2. Stocks (Schedule D):				
2.1 Preferred stocks				
2.2 Common stocks				
3. Mortgage loans on real estate (Schedule B):				
3.1 First liens				
3.2 Other than first liens				
4. Real estate (Schedule A):				
4.1 Properties occupied by the company (less \$ 0 encumbrances)				
4.2 Properties held for the production of income (less \$ 0 encumbrances)				
4.3 Properties held for sale (less \$ 0 encumbrances)				
5. Cash (\$ 0, Schedule E - Part 1), cash equivalents (\$ 25,757, Schedule E - Part 2), and short-term investments (\$ 0, Schedule DA)	25,757		25,757	42,786
6. Contract loans (including \$ 0 premium notes)				
7. Derivatives (Schedule DB)				
8. Other invested assets (Schedule BA)				
9. Receivables for securities				
10. Securities lending reinvested collateral assets (Schedule DL)				
11. Aggregate write-ins for invested assets				
12. Subtotals, cash and invested assets (Lines 1 to 11)	23,395,132		23,395,132	15,716,237
13. Title plants less \$ 0 charged off (for Title insurers only)				
14. Investment income due and accrued	234,457		234,457	115,962
15. Premiums and considerations:				
15.1 Uncollected premiums and agents' balances in the course of collection				
15.2 Deferred premiums, agents' balances and installments booked but deferred and not yet due (including \$ 0 earned but unbilled premiums)				
15.3 Accrued retrospective premiums (\$ 0) and contracts subject to redetermination (\$ 0)				
16. Reinsurance:				
16.1 Amounts recoverable from reinsurers				
16.2 Funds held by or deposited with reinsured companies				
16.3 Other amounts receivable under reinsurance contracts				
17. Amounts receivable relating to uninsured plans				
18.1 Current federal and foreign income tax recoverable and interest thereon				
18.2 Net deferred tax asset				
19. Guaranty funds receivable or on deposit				
20. Electronic data processing equipment and software				
21. Furniture and equipment, including health care delivery assets (\$ 0)				
22. Net adjustment in assets and liabilities due to foreign exchange rates				
23. Receivables from parent, subsidiaries and affiliates	1,348		1,348	
24. Health care (\$ 0) and other amounts receivable				
25. Aggregate write-ins for other-than-invested assets				
26. Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts (Lines 12 to 25)	23,630,937		23,630,937	15,832,199
27. From Separate Accounts, Segregated Accounts and Protected Cell Accounts				
28. Total (Lines 26 and 27)	23,630,937		23,630,937	15,832,199

DETAILS OF WRITE-IN LINES				
1101.				
1102.				
1103.				
1198. Summary of remaining write-ins for Line 11 from overflow page				
1199. Totals (Lines 1101 through 1103 plus 1198) (Line 11 above)				
2501.				
2502.				
2503.				
2598. Summary of remaining write-ins for Line 25 from overflow page				
2599. Totals (Lines 2501 through 2503 plus 2598) (Line 25 above)				

LIABILITIES, SURPLUS AND OTHER FUNDS

	1	2
	Current Year	Prior Year
1. Losses (Part 2A, Line 35, Column 8)		
2. Reinsurance payable on paid losses and loss adjustment expenses (Schedule F, Part 1, Column 6)		
3. Loss adjustment expenses (Part 2A, Line 35, Column 9)		
4. Commissions payable, contingent commissions and other similar charges		
5. Other expenses (excluding taxes, licenses and fees)		
6. Taxes, licenses and fees (excluding federal and foreign income taxes)		
7.1 Current federal and foreign income taxes (including \$ 0 on realized capital gains (losses))	23,222	22,897
7.2 Net deferred tax liability	87,000	101,000
8. Borrowed money \$ 0 and interest thereon \$ 0		
9. Unearned premiums (Part 1A, Line 38, Column 5) (after deducting unearned premiums for ceded reinsurance of \$ 2,052,813,880 and including warranty reserves of \$ 0 and accrued accident and health experience rating refunds including \$ 0 for medical loss ratio rebate per the Public Health Service Act)		
10. Advance premium		
11. Dividends declared and unpaid:		
11.1 Stockholders		
11.2 Policyholders		
12. Ceded reinsurance premiums payable (net of ceding commissions)		
13. Funds held by company under reinsurance treaties (Schedule F, Part 3, Column 20)		
14. Amounts withheld or retained by company for account of others		
15. Remittances and items not allocated		
16. Provision for reinsurance (including \$ 0 certified) (Schedule F, Part 3 Column 78)		
17. Net adjustments in assets and liabilities due to foreign exchange rates		
18. Drafts outstanding		
19. Payable to parent, subsidiaries and affiliates	7,734,498	180,393
20. Derivatives		
21. Payable for securities		
22. Payable for securities lending		
23. Liability for amounts held under uninsured plans		
24. Capital notes \$ 0 and interest thereon \$ 0		
25. Aggregate write-ins for liabilities	1	2
26. Total liabilities excluding protected cell liabilities (Lines 1 through 25)	7,844,721	304,292
27. Protected cell liabilities		
28. Total liabilities (Lines 26 and 27)	7,844,721	304,292
29. Aggregate write-ins for special surplus funds		
30. Common capital stock	7,000,000	7,000,000
31. Preferred capital stock		
32. Aggregate write-ins for other-than-special surplus funds		
33. Surplus notes		
34. Gross paid in and contributed surplus	7,100,000	7,100,000
35. Unassigned funds (surplus)	1,686,216	1,427,907
36. Less treasury stock, at cost:		
36.1 0 shares common (value included in Line 30 \$ 0)		
36.2 0 shares preferred (value included in Line 31 \$ 0)		
37. Surplus as regards policyholders (Lines 29 to 35, less 36) (Page 4, Line 39)	15,786,216	15,527,907
38. Totals (Page 2, Line 28, Col. 3)	23,630,937	15,832,199

DETAILS OF WRITE-IN LINES		
2501. Other Liabilities	1	2
2502.		
2503.		
2598. Summary of remaining write-ins for Line 25 from overflow page		
2599. Totals (Lines 2501 through 2503 plus 2598) (Line 25 above)	1	2
2901.		
2902.		
2903.		
2998. Summary of remaining write-ins for Line 29 from overflow page		
2999. Totals (Lines 2901 through 2903 plus 2998) (Line 29 above)		
3201.		
3202.		
3203.		
3298. Summary of remaining write-ins for Line 32 from overflow page		
3299. Totals (Lines 3201 through 3203 plus 3298) (Line 32 above)		

STATEMENT OF INCOME

	1	2
	Current Year	Prior Year
UNDERWRITING INCOME		
1. Premiums earned (Part 1, Line 35, Column 4)		
DEDUCTIONS:		
2. Losses incurred (Part 2, Line 35, Column 7)		
3. Loss adjustment expenses incurred (Part 3, Line 25, Column 1)		
4. Other underwriting expenses incurred (Part 3, Line 25, Column 2)		
5. Aggregate write-ins for underwriting deductions		
6. Total underwriting deductions (Lines 2 through 5)		
7. Net income of protected cells		
8. Net underwriting gain (loss) (Line 1 minus Line 6 plus Line 7)		
INVESTMENT INCOME		
9. Net investment income earned (Exhibit of Net Investment Income, Line 17)	318,608	145,163
10. Net realized capital gains (losses) less capital gains tax of \$ 0 (Exhibit of Capital Gains (Losses))		
11. Net investment gain (loss) (Lines 9 + 10)	318,608	145,163
OTHER INCOME		
12. Net gain or (loss) from agents' or premium balances charged off (amount recovered \$ 0 amount charged off \$ 0)		
13. Finance and service charges not included in premiums		
14. Aggregate write-ins for miscellaneous income	(8,299)	(50)
15. Total other income (Lines 12 through 14)	(8,299)	(50)
16. Net income before dividends to policyholders, after capital gains tax and before all other federal and foreign income taxes (Lines 8 + 11 + 15)	310,309	145,113
17. Dividends to policyholders		
18. Net income, after dividends to policyholders, after capital gains tax and before all other federal and foreign income taxes (Line 16 minus Line 17)	310,309	145,113
19. Federal and foreign income taxes incurred	66,000	49,000
20. Net income (Line 18 minus Line 19) (to Line 22)	244,309	96,113
CAPITAL AND SURPLUS ACCOUNT		
21. Surplus as regards policyholders, December 31 prior year (Page 4, Line 39, Column 2)	15,527,907	13,408,794
22. Net income (from Line 20)	244,309	96,113
23. Net transfers (to) from Protected Cell accounts		
24. Change in net unrealized capital gains or (losses) less capital gains tax of \$ 0		
25. Change in net unrealized foreign exchange capital gain (loss)		
26. Change in net deferred income tax	14,000	23,000
27. Change in nonadmitted assets (Exhibit of Nonadmitted Assets, Line 28, Col. 3)		
28. Change in provision for reinsurance (Page 3, Line 16, Column 2 minus Column 1)		
29. Change in surplus notes		
30. Surplus (contributed to) withdrawn from protected cells		
31. Cumulative effect of changes in accounting principles		
32. Capital changes:		
32.1 Paid in		
32.2 Transferred from surplus (Stock Dividend)		
32.3 Transferred to surplus		
33. Surplus adjustments:		
33.1 Paid in		2,000,000
33.2 Transferred to capital (Stock Dividend)		
33.3 Transferred from capital		
34. Net remittances from or (to) Home Office		
35. Dividends to stockholders		
36. Change in treasury stock (Page 3, Lines 36.1 and 36.2, Column 2 minus Column 1)		
37. Aggregate write-ins for gains and losses in surplus		
38. Change in surplus as regards policyholders for the year (Lines 22 through 37)	258,309	2,119,113
39. Surplus as regards policyholders, December 31 current year (Lines 21 plus Line 38) (Page 3, Line 37)	15,786,216	15,527,907

DETAILS OF WRITE-IN LINES		
0501.		
0502.		
0503.		
0598. Summary of remaining write-ins for Line 05 from overflow page		
0599. Totals (Lines 0501 through 0503 plus 0598) (Line 05 above)		
1401. Other income/(expense)	(8,299)	(50)
1402.		
1403.		
1498. Summary of remaining write-ins for Line 14 from overflow page		
1499. Totals (Lines 1401 through 1403 plus 1498) (Line 14 above)	(8,299)	(50)
3701.		
3702.		
3703.		
3798. Summary of remaining write-ins for Line 37 from overflow page		
3799. Totals (Lines 3701 through 3703 plus 3798) (Line 37 above)		

CASH FLOW

	1	2
Cash from Operations	Current Year	Prior Year
1. Premiums collected net of reinsurance		
2. Net investment income	308,957	223,457
3. Miscellaneous income	(8,299)	(50)
4. Total (Lines 1 through 3)	300,658	223,407
5. Benefit and loss related payments		
6. Net transfers to Separate Accounts, Segregated Accounts and Protected Cell Accounts		
7. Commissions, expenses paid and aggregate write-ins for deductions		
8. Dividends paid to policyholders		
9. Federal and foreign income taxes paid (recovered) net of \$ 0 tax on capital gains (losses)	65,675	(29,768)
10. Total (Lines 5 through 9)	65,675	(29,768)
11. Net cash from operations (Line 4 minus Line 10)	234,983	253,175
Cash from Investments		
12. Proceeds from investments sold, matured or repaid:		
12.1 Bonds	80,961	155,366
12.2 Stocks		
12.3 Mortgage loans		
12.4 Real estate		
12.5 Other invested assets		
12.6 Net gains or (losses) on cash, cash equivalents and short-term investments		
12.7 Miscellaneous proceeds		
12.8 Total investment proceeds (Lines 12.1 to 12.7)	80,961	155,366
13. Cost of investments acquired (long-term only):		
13.1 Bonds	7,885,730	2,549,225
13.2 Stocks		
13.3 Mortgage loans		
13.4 Real estate		
13.5 Other invested assets		
13.6 Miscellaneous applications		
13.7 Total investments acquired (Lines 13.1 to 13.6)	7,885,730	2,549,225
14. Net increase (decrease) in contract loans and premium notes		
15. Net cash from investments (Line 12.8 minus Line 13.7 minus Line 14)	(7,804,769)	(2,393,859)
Cash from Financing and Miscellaneous Sources		
16. Cash provided (applied):		
16.1 Surplus notes, capital notes		
16.2 Capital and paid in surplus, less treasury stock		2,000,000
16.3 Borrowed funds		
16.4 Net deposits on deposit-type contracts and other insurance liabilities		
16.5 Dividends to stockholders		
16.6 Other cash provided (applied)	7,552,757	167,747
17. Net cash from financing and miscellaneous sources (Lines 16.1 to 16.4 minus Line 16.5 plus Line 16.6)	7,552,757	2,167,747
RECONCILIATION OF CASH, CASH EQUIVALENTS AND SHORT-TERM INVESTMENTS		
18. Net change in cash, cash equivalents and short-term investments (Line 11, plus Lines 15 and 17)	(17,029)	27,063
19. Cash, cash equivalents and short-term investments:		
19.1 Beginning of year	42,786	15,723
19.2 End of year (Line 18 plus Line 19.1)	25,757	42,786

Note: Supplemental disclosures of cash flow information for non-cash transactions:

20.0001		
20.0002		
20.0003		

- NONE Underwriting and Investment Exhibit - Part 1
- NONE Underwriting and Investment Exhibit - Part 1A

UNDERWRITING AND INVESTMENT EXHIBIT

PART 1B – PREMIUMS WRITTEN

Line of Business	1 Direct Business (a)	Reinsurance Assumed		Reinsurance Ceded		6 Net Premiums Written Cols. 1 + 2 + 3 - 4 - 5
		2 From Affiliates	3 From Non- Affiliates	4 To Affiliates	5 To Non- Affiliates	
1. Fire			1	1		
2.1 Allied lines	489,185			489,185		
2.2 Multiple peril crop						
2.3 Federal Flood						
2.4 Private Crop						
2.5 Private flood						
3. Farmowners multiple peril						
4. Homeowners multiple peril	1,537,572,812		1	1,537,572,813		
5.1 Commercial multiple peril (non-liability portion)						
5.2 Commercial multiple peril (liability portion)						
6. Mortgage guaranty						
8. Ocean marine	69			69		
9. Inland marine	9,667,084			9,667,084		
10. Financial guaranty						
11.1 Medical professional liability—occurrence						
11.2 Medical professional liability—claims-made						
12. Earthquake	2,395,248			2,395,248		
13.1 Comprehensive (hospital and medical) individual						
13.2 Comprehensive (hospital and medical)group						
14. Credit accident and health (group and individual)						
15.1 Vision Only						
15.2 Dental Only						
15.3 Disability Income						
15.4 Medical supplement						
15.5 Medicaid Title XIX						
15.6 Medicaid Title XVIII						
15.7 Long-Term Care						
15.8 Federal employees health benefits plan						
15.9 Other health						
16. Workers compensation	68,634			68,634		
17.1 Other liability—occurrence	22,092			22,092		
17.2 Other liability—claims-made						
17.3 Excess workers' compensation						
18.1 Products liability—occurrence						
18.2 Products liability—claims-made						
19.1 Private passenger auto no-fault (personal injury protection)	133,233,380			133,233,380		
19.2 Other private passenger auto liability	1,274,859,750			1,274,859,750		
19.3 Commercial auto no-fault (personal injury protection)						
19.4 Other commercial auto liability						
21.1 Private passenger auto physical damage	961,309,888			961,309,888		
21.2 Commercial auto physical damage						
22. Aircraft (all perils)						
23. Fidelity						
24. Surety						
26. Burglary and theft						
27. Boiler and machinery						
28. Credit						
29. International						
30. Warranty						
31. Reinsurance-nonproportional assumed property	X X X					
32. Reinsurance-nonproportional assumed liability	X X X					
33. Reinsurance-nonproportional assumed financial lines	X X X					
34. Aggregate write-ins for other lines of business						
35. TOTALS	3,919,618,142		2	3,919,618,144		

DETAILS OF WRITE-IN LINES						
3401.						
3402.						
3403.						
3498. Sum of remaining write-ins for Line 34 from overflow page						
3499. Totals (Lines 3401 through 3403 plus 3498 (Line 34 above))						

(a) Does the company's direct premiums written include premiums recorded on an installment basis? Yes [] No [X]

If yes: 1. The amount of such installment premiums \$

2. Amount at which such installment premiums would have been reported had they been recorded on an annualized basis \$

UNDERWRITING AND INVESTMENT EXHIBIT

PART 2 – LOSSES PAID AND INCURRED

Line of Business	Losses Paid Less Salvage				5 Net Losses Unpaid Current Year (Part 2A, Col. 8)	6 Net Losses Unpaid Prior Year	7 Losses Incurred Current Year (Cols. 4 + 5 - 6)	8 Percentage of Losses Incurred (Col. 7, Part 2) to Premiums Earned (Col. 4, Part 1)
	1 Direct Business	2 Reinsurance Assumed	3 Reinsurance Recovered	4 Net Payments (Cols. 1 + 2 - 3)				
1. Fire								
2.1 Allied lines								
2.2 Multiple peril crop								
2.3 Federal flood								
2.4 Private crop								
2.5 Private flood								
3. Farmowners multiple peril								
4. Homeowners multiple peril	765,915,571		765,915,571					
5.1 Commercial multiple peril (non-liability portion)								
5.2 Commercial multiple peril (liability portion)								
6. Mortgage guaranty								
8. Ocean marine								
9. Inland marine	2,349,390		2,349,390					
10. Financial guaranty								
11.1 Medical professional liability—occurrence								
11.2 Medical professional liability—claims-made								
12. Earthquake								
13.1 Comprehensive (hospital and medical)individual								
13.2 Comprehensive (hospital and medical)group								
14. Credit accident and health (group and individual)								
15.1 Vision only								
15.2 Dental only								
15.3 Disability income								
15.4 Medicare supplement								
15.5 Medicaid Title XIX								
15.6 Medicaid Title XVIII								
15.7 Long Term care								
15.8 Federal Employees health benefits plan								
15.9 Other health								
16. Workers' compensation								

UNDERWRITING AND INVESTMENT EXHIBIT

PART 2 – LOSSES PAID AND INCURRED

	Line of Business	Losses Paid Less Salvage				5 Net Losses Unpaid Current Year (Part 2A, Col. 8)	6 Net Losses Unpaid Prior Year	7 Losses Incurred Current Year (Cols. 4 + 5 - 6)	8 Percentage of Losses Incurred (Col. 7, Part 2) to Premiums Earned (Col. 4, Part 1)
		1 Direct Business	2 Reinsurance Assumed	3 Reinsurance Recovered	4 Net Payments (Cols. 1 + 2 - 3)				
9.1	17.1 Other liability—occurrence								
	17.2 Other liability—claims-made								
	17.3 Excess workers' compensation								
	18.1 Products liability—occurrence								
	18.2 Products liability—claims-made								
	19.1 Private passenger auto no-fault(personal injury protection)	84,671,451		84,671,451					
	19.2 Other private passenger liability	535,004,171		535,004,171					
	19.3 Commercial auto no-fault (personal injury protection)								
	19.4 Other commercial auto liability								
	21.1 Private passenger auto physical damage	791,520,360		791,520,360					
	21.2 Commercial auto physical damage								
	22. Aircraft (all perils)								
	23. Fidelity								
	24. Surety								
	26. Burglary and theft								
	27. Boiler and machinery								
	28. Credit								
	29. International								
	30. Warranty								
	31. Reinsurance-nonproportional assumed property	X X X							
	32. Reinsurance-nonproportional assumed liability	X X X							
	33. Reinsurance-nonproportional assumed financial lines	X X X							
	34. Aggregate write-ins for other lines of business								
	35. TOTALS	2,179,460,943		2,179,460,943					
DETAILS OF WRITE-IN LINES									
	3401.								
	3402.								
	3403.								
	3498. Sum of remaining write-ins for Line 34 from overflow page								
	3499. Totals (Lines 3401 through 3403 plus 3498) (Line 34 above)								

UNDERWRITING AND INVESTMENT EXHIBIT
PART 2A – UNPAID LOSSES AND LOSS ADJUSTMENT EXPENSES

Line of Business	Reported Losses				Incurred But Not Reported			8	9
	1 Direct	2 Reinsurance Assumed	3 Deduct Reinsurance Recoverable	4 Net Losses Excl. Incurred But Not Reported (Cols. 1 + 2 - 3)	5 Direct	6 Reinsurance Assumed	7 Reinsurance Ceded	Net Losses Unpaid (Cols. 4 + 5 + 6 - 7)	Net Unpaid Loss Adjustment Expenses
1. Fire									
2.1 Allied lines					(36,979)		(36,979)		
2.2 Multiple peril crop									
2.3 Federal flood									
2.4 Private crop									
2.5 Private flood									
3. Farmowners multiple peril									
4. Homeowners multiple peril	179,491,582		179,491,582		317,980,409		317,980,409		
5.1 Commercial multiple peril (non-liability portion)									
5.2 Commercial multiple peril (liability portion)									
6. Mortgage guaranty									
8. Ocean marine									
9. Inland marine	49,840		49,840		335,744		335,744		
10. Financial guaranty									
11.1 Medical professional liability—occurrence									
11.2 Medical professional liability—claims-made									
12. Earthquake					279,291		279,291		
13.1 Comprehensive (hospital and medical)individual								(a)	
13.2 Comprehensive (hospital and medical)group								(a)	
14. Credit accident and health (group and individual)									
15.1 Vision only								(a)	
15.2 Dental only								(a)	
15.3 Disability income								(a)	
15.4 Medicare supplement								(a)	
15.5 Medicaid Title XIX								(a)	
15.6 Medicaid Title XVIII								(a)	
15.7 Long Term care								(a)	
15.8 Federal Employees health benefits plan								(a)	
15.9 Other health								(a)	
16. Workers' compensation									

UNDERWRITING AND INVESTMENT EXHIBIT

PART 2A – UNPAID LOSSES AND LOSS ADJUSTMENT EXPENSES

	Line of Business	Reported Losses				Incurred But Not Reported			8 Net Losses Unpaid (Cols. 4 + 5 + 6 - 7)	9 Net Unpaid Loss Adjustment Expenses
		1 Direct	2 Reinsurance Assumed	3 Deduct Reinsurance Recoverable	4 Net Losses Excl. Incurred But Not Reported (Cols. 1 + 2 - 3)	5 Direct	6 Reinsurance Assumed	7 Reinsurance Ceded		
10.1	17.1 Other liability—occurrence					(1,473)		(1,473)		
	17.2 Other liability—claims-made									
	17.3 Excess workers' compensation									
	18.1 Products liability—occurrence									
	18.2 Products liability—claims-made									
	19.1 Private passenger auto no-fault(personal injury protection)	43,047,038		43,047,038		30,463,476		30,463,476		
	19.2 Other private passenger liability	308,968,573		308,968,573		415,793,889		415,793,889		
	19.3 Commercial auto no-fault (personal injury protection)									
	19.4 Other commercial auto liability									
	21.1 Private passenger auto physical damage					35,957,746		35,957,746		
	21.2 Commercial auto physical damage									
	22. Aircraft (all perils)									
	23. Fidelity									
	24. Surety									
	26. Burglary and theft									
	27. Boiler and machinery									
	28. Credit									
	29. International									
	30. Warranty									
	31. Reinsurance-nonproportional assumed property	X X X				X X X				
	32. Reinsurance-nonproportional assumed liability	X X X				X X X				
	33. Reinsurance-nonproportional assumed financial lines	X X X				X X X				
	34. Aggregate write-ins for other lines of business									
	35. TOTALS	531,557,033		531,557,033		800,772,103		800,772,103		
DETAILS OF WRITE-IN LINES										
3401.										
3402.										
3403.										
3498. Sum of remaining write-ins for Line 34 from overflow page										
3499. Totals (Lines 3401 through 3403 plus 3498) (Line 34 above)										

(a) Including \$ 0 for present value of life indemnity claims reported in Lines 13 and 15.

UNDERWRITING AND INVESTMENT EXHIBIT

PART 3 - EXPENSES

	1	2	3	4
	Loss Adjustment Expenses	Other Underwriting Expenses	Investment Expenses	Total
1. Claim adjustment services:				
1.1 Direct	139,519,203			139,519,203
1.2 Reinsurance assumed				
1.3 Reinsurance ceded	139,519,203			139,519,203
1.4 Net claim adjustment services (1.1 + 1.2 - 1.3)				
2. Commission and brokerage:				
2.1 Direct, excluding contingent		189,712,627		189,712,627
2.2 Reinsurance assumed, excluding contingent		2		2
2.3 Reinsurance ceded, excluding contingent		189,712,629		189,712,629
2.4 Contingent—direct				
2.5 Contingent—reinsurance assumed				
2.6 Contingent—reinsurance ceded				
2.7 Policy and membership fees				
2.8 Net commission and brokerage (2.1 + 2.2 - 2.3 + 2.4 + 2.5 - 2.6 + 2.7)				
3. Allowances to manager and agents				
4. Advertising			68	68
5. Boards, bureaus and associations			32	32
6. Surveys and underwriting reports			62	62
7. Audit of assureds' records				
8. Salary and related items:				
8.1 Salaries			11,101	11,101
8.2 Payroll taxes			2,382	2,382
9. Employee relations and welfare			5,630	5,630
10. Insurance			385	385
11. Directors' fees			3	3
12. Travel and travel items			258	258
13. Rent and rent items			3,703	3,703
14. Equipment			1,414	1,414
15. Cost or depreciation of EDP equipment and software			1,221	1,221
16. Printing and stationery			35	35
17. Postage, telephone and telegraph, exchange and express			472	472
18. Legal and auditing			231	231
19. Totals (Lines 3 to 18)			26,997	26,997
20. Taxes, licenses and fees:				
20.1 State and local insurance taxes deducting guaranty association credits of \$ 0				
20.2 Insurance department licenses and fees				
20.3 Gross guaranty association assessments				
20.4 All other (excluding federal and foreign income and real estate)				
20.5 Total taxes, licenses and fees (20.1 + 20.2 + 20.3 + 20.4)				
21. Real estate expenses				
22. Real estate taxes				
23. Reimbursements by uninsured plans				
24. Aggregate write-ins for miscellaneous expenses			4,887	4,887
25. Total expenses incurred			31,884	(a) 31,884
26. Less unpaid expenses—current year				
27. Add unpaid expenses—prior year				
28. Amounts receivable relating to uninsured plans, prior year				
29. Amounts receivable relating to uninsured plans, current year				
30. TOTAL EXPENSES PAID (Lines 25 - 26 + 27 - 28 + 29)			31,884	31,884

DETAILS OF WRITE-IN LINES				
2401. Other expenses			4,887	4,887
2402.				
2403.				
2498. Sum of remaining write-ins for Line 24 from overflow page				
2499. Totals (Lines 2401 through 2403 plus 2498) (Line 24 above)			4,887	4,887

(a) Includes management fees of \$ 31,882 to affiliates and \$ 0 to non-affiliates.

EXHIBIT OF NET INVESTMENT INCOME

	1	2
	Collected During Year	Earned During Year
1. U.S. Government bonds	(a) 206,322	223,133
1.1 Bonds exempt from U.S. tax	(a) 17,900	84,609
1.2 Other bonds (unaffiliated)	(a) 14,595	49,571
1.3 Bonds of affiliates	(a)	
2.1 Preferred stocks (unaffiliated)	(b)	
2.11 Preferred stocks of affiliates	(b)	
2.2 Common stocks (unaffiliated)		
2.21 Common stocks of affiliates		
3. Mortgage loans	(c)	
4. Real estate	(d)	
5. Contract loans		
6. Cash, cash equivalents and short-term investments	(e) 17,412	17,412
7. Derivative instruments	(f)	
8. Other invested assets		
9. Aggregate write-ins for investment income	(24,235)	(24,235)
10. Total gross investment income	231,994	350,490
11. Investment expenses		(g) 31,882
12. Investment taxes, licenses and fees, excluding federal income taxes		(g)
13. Interest expense		(h)
14. Depreciation on real estate and other invested assets		(i)
15. Aggregate write-ins for deductions from investment income		
16. Total deductions (Lines 11 through 15)		31,882
17. Net investment income (Line 10 minus Line 16)		318,608

DETAILS OF WRITE-IN LINES			
0901. Miscellaneous Income/(Expense)		(24,235)	(24,235)
0902.			
0903.			
0998. Summary of remaining write-ins for Line 09 from overflow page			
0999. Totals (Lines 0901 through 0903 plus 0998) (Line 09 above)		(24,235)	(24,235)
1501.			
1502.			
1503.			
1598. Summary of remaining write-ins for Line 15 from overflow page			
1599. Totals (Lines 1501 through 1503 plus 1598) (Line 15 above)			

- (a) Includes \$ 16,179 accrual of discount less \$ 125,025 amortization of premium and less \$ 46,552 paid for accrued interest on purchases.
- (b) Includes \$ 0 accrual of discount less \$ 0 amortization of premium and less \$ 0 paid for accrued dividends on purchases.
- (c) Includes \$ 0 accrual of discount less \$ 0 amortization of premium and less \$ 0 paid for accrued interest on purchases.
- (d) Includes \$ 0 for company's occupancy of its own buildings; and excludes \$ 0 interest on encumbrances.
- (e) Includes \$ 0 accrual of discount less \$ 0 amortization of premium and less \$ 0 paid for accrued interest on purchases.
- (f) Includes \$ 0 accrual of discount less \$ 0 amortization of premium.
- (g) Includes \$ 31,882 investment expenses and \$ 0 investment taxes, licenses and fees, excluding federal income taxes, attributable to segregated and Separate Accounts.
- (h) Includes \$ 0 interest on surplus notes and \$ 0 interest on capital notes.
- (i) Includes \$ 0 depreciation on real estate and \$ 0 depreciation on other invested assets.

EXHIBIT OF CAPITAL GAINS (LOSSES)

	1	2	3	4	5
	Realized Gain (Loss) on Sales or Maturity	Other Realized Adjustments	Total Realized Capital Gain (Loss) (Columns 1 + 2)	Change in Unrealized Capital Gain (Loss)	Change in Unrealized Foreign Exchange Capital Gain (Loss)
1. U.S. Government bonds					
1.1 Bonds exempt from U.S. tax					
1.2 Other bonds (unaffiliated)					
1.3 Bonds of affiliates					
2.1 Preferred stocks (unaffiliated)					
2.11 Preferred stocks of affiliates					
2.2 Common stocks (unaffiliated)					
2.21 Common stocks of affiliates					
3. Mortgage loans					
4. Real estate					
5. Contract loans					
6. Cash, cash equivalents and short-term investments					
7. Derivative instruments					
8. Other invested assets					
9. Aggregate write-ins for capital gains (losses)					
10. Total capital gains (losses)					

DETAILS OF WRITE-IN LINES					
0901.					
0902.					
0903.					
0998. Summary of remaining write-ins for Line 09 from overflow page					
0999. Totals (Lines 0901 through 0903 plus 0998) (Line 09 above)					

EXHIBIT OF NONADMITTED ASSETS

	1	2	3
	Current Year Total Nonadmitted Assets	Prior Year Total Nonadmitted Assets	Change in Total Nonadmitted Assets (Col. 2 - Col. 1)
1. Bonds (Schedule D)			
2. Stocks (Schedule D):			
2.1 Preferred stocks			
2.2 Common stocks			
3. Mortgage loans on real estate (Schedule B):			
3.1 First liens			
3.2 Other than first liens			
4. Real estate (Schedule A):			
4.1 Properties occupied by the company			
4.2 Properties held for the production of income			
4.3 Properties held for sale			
5. Cash (Schedule E - Part 1), cash equivalents (Schedule E - Part 2) and short-term investments (Schedule DA)			
6. Contract loans			
7. Derivatives (Schedule DB)			
8. Other invested assets (Schedule BA)			
9. Receivables for securities			
10. Securities lending reinvested collateral assets (Schedule DL)			
11. Aggregate write-ins for invested assets			
12. Subtotals, cash and invested assets (Lines 1 to 11)			
13. Title plants (for Title insurers only)			
14. Investment income due and accrued			
15. Premiums and considerations:			
15.1 Uncollected premiums and agents' balances in the course of collection			
15.2 Deferred premiums, agents' balances and installments booked but deferred and not yet due			
15.3 Accrued retrospective premiums and contracts subject to redetermination			
16. Reinsurance:			
16.1 Amounts recoverable from reinsurers			
16.2 Funds held by or deposited with reinsured companies			
16.3 Other amounts receivable under reinsurance contracts			
17. Amounts receivable relating to uninsured plans			
18.1 Current federal and foreign income tax recoverable and interest thereon			
18.2 Net deferred tax asset			
19. Guaranty funds receivable or on deposit			
20. Electronic data processing equipment and software			
21. Furniture and equipment, including health care delivery assets			
22. Net adjustment in assets and liabilities due to foreign exchange rates			
23. Receivables from parent, subsidiaries and affiliates			
24. Health care and other amounts receivable			
25. Aggregate write-ins for other-than-invested assets			
26. Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts (Lines 12 to 25)			
27. From Separate Accounts, Segregated Accounts and Protected Cell Accounts			
28. Total (Lines 26 and 27)			

DETAILS OF WRITE-IN LINES			
1101.			
1102.			
1103.			
1198. Summary of remaining write-ins for Line 11 from overflow page			
1199. Totals (Lines 1101 through 1103 plus 1198) (Line 11 above)			
2501.			
2502.			
2503.			
2598. Summary of remaining write-ins for Line 25 from overflow page			
2599. Totals (Lines 2501 through 2503 plus 2598) (Line 25 above)			

NOTES TO FINANCIAL STATEMENTS

1. Summary of Significant Accounting Policies and Going Concern

A. Accounting Practices

Effective January 1, 2006, and subject to any deviations prescribed or permitted by the State of New Hampshire, the accompanying financial statements of Liberty Mutual Personal Insurance Company (the "Company") have been prepared in conformity with the National Association of Insurance Commissioners ("NAIC") Accounting Practices and Procedures Manual ("APP Manual").

The Company does not have any prescribed or permitted accounting practices.

NET INCOME		SSAP #	F/S Page	F/S Line #	2022	2021
(1)	Liberty Mutual Personal Insurance Company state basis (Page 4, Line 2)	X X X	X X X	X X X	244,309	96,113
(2) State Prescribed Practices that are an increase/(decrease) from NAIC SAP:						
Details of Depreciation of Fixed Assets		SSAP #	F/S Page	F/S Line #	2022	2021
.....						
Totals (Lines 01A0201 through 01A0225)		X X X	X X X	X X X	0	0
(3) State Permitted Practices that are an increase/(decrease) from NAIC SAP:						
Details of Depreciation of Home Office Property		SSAP #	F/S Page	F/S Line #	2022	2021
.....						
.....						
Totals (Lines 01A0301 through 01A0325)		X X X	X X X	X X X	0	0
(4)	NAIC SAP (1 - 2 - 3 = 4)	X X X	X X X	X X X	244,309	96,113
SURPLUS		SSAP #	F/S Page	F/S Line #	2022	2021
	Liberty Mutual Personal Insurance Company state basis (Page 3, Line 3)	X X X	X X X	X X X	15,786,216	15,527,907
(5)						
(6) State Prescribed Practices that are an increase/(decrease)from NAIC SAP:						
e.g., Goodwill, net, Fixed Assets, Net		SSAP #	F/S Page	F/S Line #	2022	2021
.....						
Totals (Lines 01A0601 through 01A0625)		X X X	X X X	X X X	0	0
(7) State Permitted Practices that are an increase/(decrease) from NAIC SAP:						
Home Office Property		SSAP #	F/S Page	F/S Line #	2022	2021
.....						
Totals (Lines 01A0701 through 01A0725)		X X X	X X X	X X X	0	0
(8)	NAIC SAP (5 - 6 - 7 = 8)	X X X	X X X	X X X	15,786,216	15,527,907

B. Use of Estimates in the Preparation of the Financial Statements

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues, and expenses. It also requires estimates in the disclosure of contingent assets and liabilities. Actual results could differ from these estimates.

C. Accounting Policy

NOTES TO FINANCIAL STATEMENTS

Premiums are earned over the terms of the related policies and reinsurance contracts. Unearned premium reserves are established to cover the unexpired portion of premiums written. Such reserves are computed by pro-rata methods. Expenses incurred in connection with acquiring new insurance business, including acquisition costs such as sales commissions, are charged to operations as incurred. Expenses incurred are reduced for ceding allowances received or receivable.

In addition, the Company applies the following accounting policies, where applicable:

1. Short term investments are carried at cost, adjusted where appropriate for amortization of premium or discount, or fair value as specified by the Purposes and Procedures Manual of the NAIC Investment Analysis Office (SVO Manual).
2. Bonds are carried at cost, adjusted where appropriate for amortization of premium or discount, or fair value as specified by the SVO Manual.
3. Common stocks are carried at fair value, except that investments in stocks of subsidiaries, controlled and affiliated ("SCA") companies are carried according to Note 1C(7).
4. Preferred stocks are carried at cost or fair value as specified by the SVO Manual. Preferred stocks of SCA companies are carried according to Note 1C(7).
5. Mortgage loans are carried at amortized cost, less impairments as specified by the SVO Manual.
6. Mortgage backed/asset backed securities are carried at amortized cost or fair value based on guidance in the SVO Manual. Prepayment assumptions for mortgage backed/asset backed securities are based on market expectations. The retrospective adjustment method and prospective interest method are used to value all mortgage backed/asset backed securities
7. Investments in SCA companies are carried in accordance with SSAP No. 97, Investments in Subsidiary, Controlled, and Affiliated Entities, A Replacement of SSAP No. 88, and the SVO Manual.
8. Investments in joint ventures, partnerships, and limited liability companies are carried in accordance with SSAP No. 48, Joint Ventures, Partnerships and Limited Liability Companies, and the SVO Manual.
9. Derivative Securities, refer to Note 8 .
10. Investment income is anticipated as a factor in the premium deficiency calculation, in accordance with SSAP No. 53, Property Casualty Contracts - Premiums. Refer to Note 30.
11. Unpaid losses and loss adjustment expenses include an amount determined from individual case estimates and an amount, based on past experience, for losses and loss adjustment expenses incurred but not reported. Such liabilities are necessarily based on assumptions and estimates, and while management believes the amount is adequate, the ultimate liability may be in excess of or less than the amount provided. The methods, for making such estimates and for establishing the resulting liability, are continually reviewed and follow current standards of practice. Any adjustments to the liability are reflected in the period that they are determined.
12. The Company did not change its capitalization policy from the prior period.
13. The Company has no pharmaceutical rebate receivables.

D. Going Concern

The Company is not aware of any conditions that would impact its ability to continue as a going concern.

2. Accounting Changes and Corrections of Errors

There were no material changes in accounting principles and/or correction of errors.

3. Business Combinations and Goodwill

A. Statutory Purchase Method

The Company did not enter into any statutory purchases during the year.

The transaction was accounted for as a statutory purchase and reflects the following:

1	2	3	4	5
Purchased entity	Acquisition date	Cost of acquired entity	Original amount of goodwill	Original amount of admitted goodwill

1	6	7	8	9
Purchased entity	Admitted goodwill as of the reporting date	Amount of goodwill amortized during the reporting period	Book Value of SCA	Admitted goodwill as a of SCA BACV, gross of admitted goodwill Col. 6/Col. 8

B. Statutory Merger

The Company did not enter into any statutory mergers during the year.

C. Impairment Loss

The Company did not recognize an impairment loss during the period.

D. Subcomponents and Calculation of Adjusted Surplus and Total Admitted Goodwill

NOTES TO FINANCIAL STATEMENTS

	Calculation of Limited Using Prior Quarter Numbers	Current Reporting Period
(1) Capital & Surplus	15,608,191	X X X
Less:		
(2) Admitted Positive Goodwill	0	X X X
(3) Admitted EDP Equipment & Operating System Software	0	X X X
(4) Admitted Net Deferred Taxes	0	X X X
(5) Adjusted Capital and Surplus (Line 1-2-3-4)	15,608,191	X X X
(6) Limitation on amount of goodwill (adjusted capital and surplus times 10% goodwill limitation [Line	1,560,819	X X X
(7) Current period reported Admitted Goodwill	X X X	0
(8) Current Period Admitted Goodwill as a % of prior period Adjusted Capital and Surplus (Line 7/Lin	X X X	0.000

4. Discontinued Operations

The Company has no discontinued operations

A. Discontinued Operations Disposed of or Classified as Held for Sale

Not Applicable

B. Change in Plan of Sale of Discontinued Operation

Not Applicable

C. Nature of Any Significant Continuing Involvement with Discontinued Operations After Disposal

Not Applicable

D. Equity Interest Retained in the Discontinued Operation After Disposal

Not Applicable

5. Investments

A. Mortgage Loans, including Mezzanine Real Estate Loans

(1) Not Applicable

(2) Not Applicable

	Current Year	Prior Year
(3) Taxes, assessments and any amounts advanced and not included in the mortgage loan total:	0	0

(4) Age Analysis of Mortgage Loans and Identification of Mortgage Loans in Which the Insurer is a Participant or Co-lender in a Mortgage Loan Agreement:

	Farm	Residential		Commercial		Mezzanine	Total
		Insured	All Other	Insured	All Other		
a. Current Year							
1. Recorded Investment (All)							
(a) Current Year	0	0	0	0	0	0	0
(b) 30 - 59 Days Past Due	0	0	0	0	0	0	0
(c) 60 - 89 Days Past Due	0	0	0	0	0	0	0
(d) 90 - 179 Days Past Due	0	0	0	0	0	0	0
(e) 180 + Days Past Due	0	0	0	0	0	0	0
2. Accruing Interest 90 - 179 Days Past Due							
(a) Recorded Investment	0	0	0	0	0	0	0
(b) Interest Accrued	0	0	0	0	0	0	0
3. Accruing Interest 180 + Days Past Due							
(a) Recorded Investment	0	0	0	0	0	0	0
(b) Interest Accrued	0	0	0	0	0	0	0
4. Interest Reduced							
(a) Recorded Investment	0	0	0	0	0	0	0
(b) Number of Loans	0	0	0	0	0	0	0
(c) Percent Reduced	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
5. Participant or Co-lender in a Mortgage Loan Agreement							
(a) Recorded Investment	0	0	0	0	0	0	0
b. Prior Year							
1. Recorded Investment							
(a) Current Year	0	0	0	0	0	0	0
(b) 30 - 59 Days Past Due	0	0	0	0	0	0	0
(c) 60 - 89 Days Past Due	0	0	0	0	0	0	0
(d) 90 - 179 Days Past Due	0	0	0	0	0	0	0
(e) 180 + Days Past Due	0	0	0	0	0	0	0

NOTES TO FINANCIAL STATEMENTS

2. Accruing Interest 90 - 179 Days Past Due							
(a) Recorded Investment	0	0	0	0	0	0	0
(b) Interest Accrued	0	0	0	0	0	0	0
3. Accruing Interest 180 + Days Past Due							
(a) Recorded Investment	0	0	0	0	0	0	0
(b) Interest Accrued	0	0	0	0	0	0	0
4. Interest Reduced							
(a) Recorded Investment	0	0	0	0	0	0	0
(b) Number of Loans	0	0	0	0	0	0	0
(c) Percent Reduced	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
5. Participant or Co-lender in a Mortgage Loan Agreement							
(a) Recorded Investment	0	0	0	0	0	0	0

- (5) Investment in Impaired Loans With or Without Allowance for Credit Losses and Impaired Loans Subject to a Participant or Co-Lender Mortgage Loan Agreement for Which the Reporting Entity is Restricted from Unilaterally Foreclosing on the Mortgage Loan:

	Farm	Residential		Commercial		Mezzanine	Total
		Insured	All Other	Insured	All Other		
a. Current Year							
1. With Allowance for Credit Losses	0	0	0	0	0	0	0
2. No Allowance for Credit Losses	0	0	0	0	0	0	0
3. Total (1+2)	0	0	0	0	0	0	0
4. Subject to a participant or co-lender mortgage loan agreement for which the reporting entity is restricted from unilaterally foreclosing on the mortgage loan	0	0	0	0	0	0	0
b. Prior Year							
1. With Allowance for Credit Losses	0	0	0	0	0	0	0
2. No Allowance for Credit Losses	0	0	0	0	0	0	0
3. Total (1+2)	0	0	0	0	0	0	0
4. Subject to a participant or co-lender mortgage loan agreement for which the reporting entity is restricted from unilaterally foreclosing on the mortgage loan	0	0	0	0	0	0	0

- (6) Investment in Impaired Loans - Average Recorded Investment, Interest Income Recognized, Recorded Investment on Nonaccrual Status and Amount of Interest Income Recognized Using a Cash-Basis Method of Accounting:

	Farm	Residential		Commercial		Mezzanine	Total
		Insured	All Other	Insured	All Other		
a. Current Year							
1. Average Recorded Investment	0	0	0	0	0	0	0
2. Interest Income Recognized	0	0	0	0	0	0	0
3. Recorded Investments on Nonaccrual Status	0	0	0	0	0	0	0
4. Amount of Interest Income Recognized Using a Cash-Basis Method of Accounting	0	0	0	0	0	0	0
b. Prior Year							
1. Average Recorded Investment	0	0	0	0	0	0	0
2. Interest Income Recognized	0	0	0	0	0	0	0
3. Recorded Investments on Nonaccrual Status	0	0	0	0	0	0	0
4. Amount of Interest Income Recognized Using a Cash-Basis Method of Accounting	0	0	0	0	0	0	0

(7) Allowance for Credit Losses:	Current Year	Prior Year
a. Balance at beginning of period	0	0
b. Additions charged to operations	0	0
c. Direct write-downs charged against the allowances	0	0
d. Recoveries of amounts previously charged off	0	0
e. Balance at end of period (a + b - c - d)	0	0

(8) Mortgage Loans Derecognized as a Result of Foreclosure:	Current Year
a. Aggregate amount of mortgage loans derecognized	0
b. Real estate collateral recognized	0
c. Other collateral recognized	0
d. Receivables recognized from a government guarantee of the foreclosed mortgage loan	0

- (9) Not Applicable

B. Debt Restructuring

	Current Year	Prior Year
(1) Total recorded investment in restructured loans, as of year end	0	0
(2) The realized capital losses related to these loans	0	0
(3) Total contractual commitments to extend credit to debtors owing receivables whose terms have been modified in troubled debt restructurings	0	0

- (4) Not Applicable

NOTES TO FINANCIAL STATEMENTS

C. Reverse Mortgages

- (1) Not Applicable
- (2) Not Applicable
- (3) At December 31, 2022 the actuarial reserve of \$ _____ reduced the asset value of the group of reverse mortgages. 0
- (4) The Company recorded an unrealized loss of \$ _____ as a result of the re-estimate of the cash flows. 0

D. Loan-Backed Securities

- (1) Prepayment speed assumptions are updated monthly with data sourced from the Bloomberg data service.

(2)

	1	2	3
	Amortized Cost Basis Before Other- than- Temporary Impairment	Other-than- Temporary Impairment Recognized in Loss	Fair Value 1 - 2
OTTI recognized 1st Quarter			
a. Intent to sell	0	0	0
b. Inability or lack of intent to retain the investment in the security for a period of time sufficient to recover the amortized cost basi	0	0	0
c. Total 1st Quarter (a + b)	0	0	0
OTTI recognized 2nd Quarter			
d. Intent to sell	0	0	0
e. Inability or lack of intent to retain the investment in the security for a period of time sufficient to recover the amortized cost basis	0	0	0
f. Total 2nd Quarter (d + e)	0	0	0
OTTI recognized 3rd Quarter			
g. Intent to sell	0	0	0
h. Inability or lack of intent to retain the investment in the security for a period of time sufficient to recover the amortized cost basis	0	0	0
i. Total 3rd Quarter (g + h)	0	0	0
OTTI recognized 4th Quarter			
j. Intent to sell	0	0	0
k. Inability or lack of intent to retain the investment in the security for a period of time sufficient to recover the amortized cost basis	0	0	0
l. Total 4th Quarter (j + k)	0	0	0
m. Annual Aggregate Total (c + f + i + l)	X X X	0	X X X

(3)

1	2	3	4	5	6	7
	Book/Adjusted Carrying Value Amortized Cost Before Current Period OTTI	Present Value of Projected Cash Flows	Recognized Other-than- Temporary Impairment	Amortized Cost After Other-Than- Temporary Impairment	Fair Value at time of OTTI	Date of Financial Statement Where Reported
CUSIP						
Total	X X X	X X X	0	X X X	X X X	X X X

NOTE: Each CUSIP should be listed separately each time an OTTI is recognized

For Securities with amortized cost or adjusted amortized cost:

Column 2 minus Column 3 should equal Column 4

Column 2 minus Column 4 should equal Column 5

- (4) All impaired Loaned Backed Securities for which an other-than-temporary impairment has not been recognized in earnings as a realized loss as of December 31, 2022:

- a. The aggregate Amount of unrealized losses:
Less than 12 months 0
12 Months or Longer (5,064)
- b. The aggregate related fair value of securities with unrealized losses:
Less than 12 months 0
12 Months or Longer 85,385

NOTES TO FINANCIAL STATEMENTS

(5) The Company reviews fixed income securities for impairment on a quarterly basis. Securities are reviewed for both quantitative and qualitative considerations including, but not limited to: (a) the extent of the decline in fair value below book value, (b) the duration of the decline, (c) significant adverse changes in the financial condition or near term prospects of the investment or issuer, (d) significant change in the business climate or credit ratings of the issuer, (e) general market conditions and volatility, (f) industry factors, and (g) the past impairment of the security holding or the issuer. If the Company believes a decline in the value of a particular investment is temporary, the decline is recorded as an unrealized loss in policyholders' equity. If the decline is believed to be "other-than-temporary," and the Company believes it will not be able to collect all cash flows due on its fixed income securities, then the carrying value of the investment is written down to the expected cash flow amount and a realized loss is recorded as a credit impairment.

E. Dollar Repurchase Agreements and/or Securities Lending Transactions

- (1) The company has not entered into any repurchase agreements during the year. Refer to Note 17B for the policy on requiring collateral for securities lending.
- (2) The Company has not pledged any of its assets as collateral as of December 31, 2022.

(3) Collateral Received

a. Aggregate Amount Collateral Received

1. Securities Lending	Fair Value
(a) Open	0
(b) 30 Days or Less	0
(c) 31 to 60 Days	0
(d) 61 to 90 Days	0
(e) Greater Than 90 Days	0
(f) Sub-Total (a + b + c + d + e)	0
(g) Securities Received	0
(h) Total Collateral Received (f + g)	0

2. Dollar Repurchase Agreement	Fair Value
(a) Open	0
(b) 30 Days or Less	0
(c) 31 to 60 Days	0
(d) 61 to 90 Days	0
(e) Greater Than 90 Days	0
(f) Sub-Total (a + b + c + d + e)	0
(g) Securities Received	0
(h) Total Collateral Received (f + g)	0

b. The fair value of that collateral and of the portion that it has sold or repledged

0

c. All collateral is received in the form of cash and/or securities equal to or in excess of 102% of the loaned value and are maintained in a separate custody account. Cash collateral is reinvested into short-term investments as outlined in the terms of the investment agreement. Per the terms of the investment agreement the Company has the right and ability to redeem any eligible securities on short notice.

(4) Securities Lending Transactions Administered by an Affiliated Agent

Not Applicable for any LMG reporting entity

(5) Collateral Reinvestment

a. Aggregate Amount Collateral Reinvested

1. Securities Lending	Amortized Cos	Fair Value
(a) Open	0	0
(b) 30 Days or Less	0	0
(c) 31 to 60 Days	0	0
(d) 61 to 90 Days	0	0
(e) 91 to 120 Days	0	0
(f) 121 to 180 Days	0	0
(g) 181 to 365 Days	0	0
(h) 1 to 2 years	0	0
(i) 2 to 3 year	0	0
(j) Greater Than 3 years	0	0
(k) Sub-Total (Sum of a through j)	0	0
(l) Securities Received	0	0
(m) Total Collateral Reinvested (k + l)	0	0

NOTES TO FINANCIAL STATEMENTS

2. Dollar Repurchase Agreement

(a) Open	0	0
(b) 30 Days or Less	0	0
(c) 31 to 60 Days	0	0
(d) 61 to 90 Days	0	0
(e) 91 to 120 Days	0	0
(f) 121 to 180 Days	0	0
(g) 181 to 365 Days	0	0
(h) 1 to 2 years	0	0
(i) 2 to 3 year	0	0
(j) Greater Than 3 years	0	0
(k) Sub-Total (Sum of a through j)	0	0
(l) Securities Received	0	0
(m) Total Collateral Reinvested (k + l)	0	0

b. The reporting entity's sources of cash that it uses to return the cash collateral is dependent on the liquidity of the current market conditions. Under current conditions, the reporting entity could liquidate all or a portion of its cash collateral reinvestment securities in order to meet the collateral calls that could come due under a worst-case scenario.

(6) The Company has not accepted collateral that it is not permitted by contract or custom to sell or re-pledge.

(7) Collateral for securities lending transactions that extend beyond one year from the reporting date

The Company has not accepted collateral that extends beyond one year from the reporting date for securities lending transactions.

Description of Collateral	Amount
Total Collateral Extending beyond one year of reporting date	0

F. Repurchase Agreements Transactions Accounted for as Secured Borrowing

(1) Not Applicable

(2) Type of Repo Trades Used

	FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER
a. Bilateral (YES/NO)	NO	NO	NO	NO
b. Tri-Party (YES/NO)	NO	NO	NO	NO

(3) Original (Flow) & Residual Maturity

	FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER
a. Maximum Amount				
1. Open -- No Maturity	0	0	0	0
2. Overnight	0	0	0	0
3. 2 Days to 1 Week	0	0	0	0
4. > 1 Week to 1 Month	0	0	0	0
5. > 1 Month to 3 Months	0	0	0	0
6. > 3 Months to 1 Year	0	0	0	0
7. > 1 Year	0	0	0	0

	FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER
b. Ending Balance				
1. Open -- No Maturity	0	0	0	0
2. Overnight	0	0	0	0
3. 2 Days to 1 Week	0	0	0	0
4. > 1 Week to 1 Month	0	0	0	0
5. > 1 Month to 3 Months	0	0	0	0
6. > 3 Months to 1 Year	0	0	0	0
7. > 1 Year	0	0	0	0

(4) Not Applicable

(5) Securities "Sold" Under Repo -- Secured Borrowing

	FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER
a. Maximum Amount				
1. BACV	X X X	X X X	X X X	0
2. Nonadmitted – Subset of BACV	X X X	X X X	X X X	0
3. Fair Value	0	0	0	0

NOTES TO FINANCIAL STATEMENTS

		FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER				
b.	Ending Balance								
1.	BACV	X X X	X X X	X X X	0				
2.	Nonadmitted – Subset of BACV	X X X	X X X	X X X	0				
3.	Fair Value	0	0	0	0				

(6)	Securities Sold Under Repo -- Secured Borrowing by NAIC Designation								
	ENDING BALANCE	1 NONE	2 NAIC 1	3 NAIC 2	4 NAIC 3	5 NAIC 4	6 NAIC 5	7 NAIC 6	8 NONADMITTED
a.	Bonds - BACV	0	0	0	0	0	0	0	0
b.	Bonds - FV	0	0	0	0	0	0	0	0
c.	LB & SS - BACV	0	0	0	0	0	0	0	0
d.	LB & SS - FV	0	0	0	0	0	0	0	0
e.	Preferred Stock - BACV	0	0	0	0	0	0	0	0
f.	Preferred Stock - FV	0	0	0	0	0	0	0	0
g.	Common Stock	0	0	0	0	0	0	0	0
h.	Mortgage Loans - BACV	0	0	0	0	0	0	0	0
i.	Mortgage Loans - FV	0	0	0	0	0	0	0	0
j.	Real Estate - BACV	0	0	0	0	0	0	0	0
k.	Real Estate - FV	0	0	0	0	0	0	0	0
l.	Derivatives - BACV	0	0	0	0	0	0	0	0
m.	Derivatives - FV	0	0	0	0	0	0	0	0
n.	Other Invested Assets - BACV	0	0	0	0	0	0	0	0
o.	Other Invested Assets - FV	0	0	0	0	0	0	0	0
p.	Total Assets - BACV (a + c + e + g + h + j + l + n)	0	0	0	0	0	0	0	0
q.	Total Assets - FV (b + d + f + g + l + k + m + o)	0	0	0	0	0	0	0	0

(7)	Collateral Received - Secured Borrowing								
		FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER				
a.	Maximum Amount								
1.	Cash	0	0	0	0				
2.	Securities (FV)	0	0	0	0				

		FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER				
b.	Ending Balance								
1.	Cash	0	0	0	0				
2.	Securities (FV)	0	0	0	0				

(8)	Cash & Non-Cash Collateral Received - Secured Borrowing by NAIC Designation								
	ENDING BALANCE	1 NONE	2 NAIC 1	3 NAIC 2	4 NAIC 3	5 NAIC 4	6 NAIC 5	7 NAIC 6	8 NONADMITTED
a.	Cash	0	0	0	0	0	0	0	0
b.	Bonds - FV	0	0	0	0	0	0	0	0
c.	LB & SS - FV	0	0	0	0	0	0	0	0
d.	Preferred Stock - FV	0	0	0	0	0	0	0	0
e.	Common Stock	0	0	0	0	0	0	0	0
f.	Mortgage Loans - FV	0	0	0	0	0	0	0	0
g.	Real Estate - FV	0	0	0	0	0	0	0	0
h.	Derivatives - FV	0	0	0	0	0	0	0	0
i.	Other Invested Assets -FV	0	0	0	0	0	0	0	0
j.	Total Collateral Assets -FV	0	0	0	0	0	0	0	0

(9)	Allocation of Aggregate Collateral by Remaining Contractual Maturity								
		FAIR VALUE							
a.	Overnight and Continuous	0							
b.	30 Days or Less	0							
c.	31 to 90 Days	0							
d.	> 90 Days	0							

(10)	Allocation of Aggregate Collateral Reinvested by Remaining Contractual Maturity								
		AMORTIZED COST	FAIR VALUE						
a.	30 Days or Less	0	0						
b.	31 to 60 Days	0	0						
c.	61 to 90 Days	0	0						
d.	91 to 120 Days	0	0						
e.	121 to 180 Days	0	0						
f.	181 to 365 Days	0	0						
g.	1 to 2 Years	0	0						
h.	2 to 3 Years	0	0						
i.	> 3 Years	0	0						

NOTES TO FINANCIAL STATEMENTS

(11) Liability to Return Collateral - Secured Borrowing (Total)

a. Maximum Amount	FIRST	SECOND	THIRD	FOURTH
	QUARTER	QUARTER	QUARTER	QUARTER
1. Cash (Collateral - All)	0	0	0	0
2. Securities Collateral (FV)	0	0	0	0

b. Ending Balance	FIRST	SECOND	THIRD	FOURTH
	QUARTER	QUARTER	QUARTER	QUARTER
1. Cash (Collateral - All)	0	0	0	0
2. Securities Collateral (FV)	0	0	0	0

G. Reverse Repurchase Agreements Transactions Accounted for as Secured Borrowing

(1) Not Applicable

(2) Type of Repo Trades Used

	FIRST	SECOND	THIRD	FOURTH
	QUARTER	QUARTER	QUARTER	QUARTER
a. Bilateral (YES/NO)	NO	NO	NO	NO
b. Tri-Party (YES/NO)	NO	NO	NO	NO

(3) Original (Flow) & Residual Maturity

a. Maximum Amount	FIRST	SECOND	THIRD	FOURTH
	QUARTER	QUARTER	QUARTER	QUARTER
1. Open - No Maturity	0	0	0	0
2. Overnight	0	0	0	0
3. 2 Days to 1 Week	0	0	0	0
4. > 1 Week to 1 Month	0	0	0	0
5. > 1 Month to 3 Months	0	0	0	0
6. > 3 Months to 1 Year	0	0	0	0
7. > 1 Year	0	0	0	0

b. Ending Balance	FIRST	SECOND	THIRD	FOURTH
	QUARTER	QUARTER	QUARTER	QUARTER
1. Open -- No Maturity	0	0	0	0
2. Overnight	0	0	0	0
3. 2 Days to 1 Week	0	0	0	0
4. > 1 Week to 1 Month	0	0	0	0
5. > 1 Month to 3 Months	0	0	0	0
6. > 3 Months to 1 Year	0	0	0	0
7. > 1 Year	0	0	0	0

(4) Not Applicable

(5) Fair Value of Securities Acquired Under Repo – Secured Borrowing

	FIRST	SECOND	THIRD	FOURTH
	QUARTER	QUARTER	QUARTER	QUARTER
a. Maximum Amount	0	0	0	0
b. Ending Balance	0	0	0	0

(6) Securities Sold Under Repo -- Secured Borrowing by NAIC Designation

	1	2	3	4	5	6	7	8
	NONE	NAIC 1	NAIC 2	NAIC 3	NAIC 4	NAIC 5	NAIC 6	NONADMITTED
ENDING BALANCE								
a. Bonds - FV	0	0	0	0	0	0	0	0
b. LB & SS - FV	0	0	0	0	0	0	0	0
c. Preferred Stock - FV	0	0	0	0	0	0	0	0
d. Common Stock	0	0	0	0	0	0	0	0
e. Mortgage Loans - FV	0	0	0	0	0	0	0	0
f. Real Estate - FV	0	0	0	0	0	0	0	0
g. Derivatives - FV	0	0	0	0	0	0	0	0
h. Other Invested Assets - FV	0	0	0	0	0	0	0	0
i. Total Assets - FV (Sum of a through h)	0	0	0	0	0	0	0	0

(7) Collateral Provided - Secured Borrowing

a. Maximum Amount	FIRST	SECOND	THIRD	FOURTH
	QUARTER	QUARTER	QUARTER	QUARTER
1. Cash	0	0	0	0
2. Securities (FV)	0	0	0	0
3. Securities (BACV)	X X X	X X X	X X X	X X X
4. Nonadmitted Subset (BACV)	X X X	X X X	X X X	X X X

NOTES TO FINANCIAL STATEMENTS

		FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER
b. Ending Balance					
1. Cash	0	0	0	0	0
2. Securities (FV)	0	0	0	0	0
3. Securities (BACV)	0	0	0	0	0
4. Nonadmitted Subset (BACV)	0	0	0	0	0

(8) Allocation of Aggregate Collateral Pledged by Remaining Contractual Maturity		AMORTIZED COST	FAIR VALUE
a. Overnight and Continuous	0	0	
b. 30 Days or Less	0	0	
c. 31 to 90 Days	0	0	
d. > 90 Days	0	0	

(9) Recognized Receivable for Return of Collateral – Secured Borrowing		FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER
a. Maximum Amount					
1. Cash	0	0	0	0	0
2. Securities (FV)	0	0	0	0	0

		FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER
b. Ending Balance					
1. Cash	0	0	0	0	0
2. Securities (FV)	0	0	0	0	0

(10) Recognized Liability to Return Collateral – Secured Borrowing (Total)		FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER
a. Maximum Amount					
1. Repo Securities Sold/Acquired with Cash Collateral	0	0	0	0	0
2. Repo Securities Sold/Acquired with Securities Collateral (FV)	0	0	0	0	0

		FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER
b. Ending Balance					
1. Repo Securities Sold/Acquired with Cash Collateral	0	0	0	0	0
2. Repo Securities Sold/Acquired with Securities Collateral (FV)	0	0	0	0	0

H. Repurchase Agreements Transactions Accounted for as a Sale					
(1) Not Applicable					
(2) Type of Repo Trades Used		FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER
a. Bilateral (YES/NO)	NO	NO	NO	NO	NO
b. Tri-Party (YES/NO)	NO	NO	NO	NO	NO

(3) Original (Flow) & Residual Maturity		FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER
a. Maximum Amount					
1. Open - No Maturity	0	0	0	0	0
2. Overnight	0	0	0	0	0
3. 2 Days to 1 Week	0	0	0	0	0
4. > 1 Week to 1 Month	0	0	0	0	0
5. > 1 Month to 3 Months	0	0	0	0	0
6. > 3 Months to 1 Year	0	0	0	0	0
7. > 1 Year	0	0	0	0	0

		FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER
b. Ending Balance					
1. Open - No Maturity	0	0	0	0	0
2. Overnight	0	0	0	0	0
3. 2 Days to 1 Week	0	0	0	0	0
4. > 1 Week to 1 Month	0	0	0	0	0
5. > 1 Month to 3 Months	0	0	0	0	0
6. > 3 Months to 1 Year	0	0	0	0	0
7. > 1 Year	0	0	0	0	0

(4) Not Applicable					
(5) Securities "Sold" Under Repo - Sale					

NOTES TO FINANCIAL STATEMENTS

		FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER		
a. Maximum Amount		X X X	X X X	X X X		0	
1. BACV		X X X	X X X	X X X		0	
2. Nonadmitted - Subset of BACV						0	
3. Fair Value		0	0	0		0	
		FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER		
b. Ending Balance		X X X	X X X	X X X		0	
1. BACV		X X X	X X X	X X X		0	
2. Nonadmitted - Subset of BACV						0	
3. Fair Value		0	0	0		0	

(6)

Securities Sold Under Repo - Sale by NAIC Designation

	1 NONE	2 NAIC 1	3 NAIC 2	4 NAIC 3	5 NAIC 4	6 NAIC 5	7 NAIC 6	8 NONADMITTED
ENDING BALANCE								
a. Bonds - BACV	0	0	0	0	0	0	0	0
b. Bonds - FV	0	0	0	0	0	0	0	0
c. LB & SS - BACV	0	0	0	0	0	0	0	0
d. LB & SS - FV	0	0	0	0	0	0	0	0
e. Preferred Stock - BACV	0	0	0	0	0	0	0	0
f. Preferred Stock - FV	0	0	0	0	0	0	0	0
g. Common Stock	0	0	0	0	0	0	0	0
h. Mortgage Loans - BACV	0	0	0	0	0	0	0	0
i. Mortgage Loans - FV	0	0	0	0	0	0	0	0
j. Real Estate - BACV	0	0	0	0	0	0	0	0
k. Real Estate - FV	0	0	0	0	0	0	0	0
l. Derivatives - BACV	0	0	0	0	0	0	0	0
m. Derivatives - FV	0	0	0	0	0	0	0	0
n. Other Invested Assets - BACV	0	0	0	0	0	0	0	0
o. Other Invested Assets - FV	0	0	0	0	0	0	0	0
p. Total Assets - BACV (a + c + e + g + h + j + l + n)	0	0	0	0	0	0	0	0
q. Total Assets - FV (b + d + f + g + l + k + m + o)	0	0	0	0	0	0	0	0

(7)

Proceeds Received - Sale

	FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER			
a. Maximum Amount							
1. Cash	0	0	0	0			
2. Securities (FV)	0	0	0	0			
3. Nonadmitted	0	0	0	0			
	FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER			
b. Ending Balance							
1. Cash	0	0	0	0			
2. Securities (FV)	0	0	0	0			
3. Nonadmitted	0	0	0	0			

(8)

Cash & Non-Cash Collateral Received - Secured Borrowing by NAIC Designation

	1 NONE	2 NAIC 1	3 NAIC 2	4 NAIC 3	5 NAIC 4	6 NAIC 5	7 NAIC 6	8 NONADMITTED
ENDING BALANCE								
a. Bonds - FV	0	0	0	0	0	0	0	0
b. LB & SS - FV	0	0	0	0	0	0	0	0
c. Preferred Stock - FV	0	0	0	0	0	0	0	0
d. Common Stock	0	0	0	0	0	0	0	0
e. Mortgage Loans - FV	0	0	0	0	0	0	0	0
f. Real Estate - FV	0	0	0	0	0	0	0	0
g. Derivatives - FV	0	0	0	0	0	0	0	0
h. Other Invested Assets - FV	0	0	0	0	0	0	0	0
i. Total Collateral Assets - FV (Sum of a through h)	0	0	0	0	0	0	0	0

(9)

Recognized Forward Resale Commitment

	FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER			
a. Cash (Collateral - All)	0	0	0	0			
b. Securities Collateral (FV)	0	0	0	0			

I.

Reverse Repurchase Agreements Transactions Accounted for as a Sale

(1)

Not Applicable

(2)

Type of Repo Trades Used

NOTES TO FINANCIAL STATEMENTS

	FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER
a. Bilateral (YES/NO)	NO	NO	NO	NO
b. Tri-Party (YES/NO)	NO	NO	NO	NO

(3) Original (Flow) & Residual Maturity

	FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER
a. Maximum Amount				
1. Open - No Maturity	0	0	0	0
2. Overnight	0	0	0	0
3. 2 Days to 1 Week	0	0	0	0
4. > 1 Week to 1 Month	0	0	0	0
5. > 1 Month to 3 Months	0	0	0	0
6. > 3 Months to 1 Year	0	0	0	0
7. > 1 Year	0	0	0	0

	FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER
b. Ending Balance				
1. Open - No Maturity	0	0	0	0
2. Overnight	0	0	0	0
3. 2 Days to 1 Week	0	0	0	0
4. > 1 Week to 1 Month	0	0	0	0
5. > 1 Month to 3 Months	0	0	0	0
6. > 3 Months to 1 Year	0	0	0	0
7. > 1 Year	0	0	0	0

(4) Not Applicable

(5) Securities Acquired Under Repo - Sale

	FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER
a. Maximum Amount				
1. BACV	X X X	X X X	X X X	0
2. Nonadmitted - Subset of BACV	X X X	X X X	X X X	0
3. Fair Value	0	0	0	0

	FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER
b. Ending Balance				
1. BACV	X X X	X X X	X X X	0
2. Nonadmitted - Subset of BACV	X X X	X X X	X X X	0
3. Fair Value	0	0	0	0

(6) Securities Acquired Under Repo – Sale by NAIC Designation

	1 NONE	2 NAIC 1	3 NAIC 2	4 NAIC 3	5 NAIC 4	6 NAIC 5	7 NAIC 6	8 NONADMITTED
ENDING BALANCE								
a. Bonds - BACV	0	0	0	0	0	0	0	0
b. Bonds - FV	0	0	0	0	0	0	0	0
c. LB & SS - BACV	0	0	0	0	0	0	0	0
d. LB & SS - FV	0	0	0	0	0	0	0	0
e. Preferred Stock - BACV	0	0	0	0	0	0	0	0
f. Preferred Stock - FV	0	0	0	0	0	0	0	0
g. Common Stock	0	0	0	0	0	0	0	0
h. Mortgage Loans - BACV	0	0	0	0	0	0	0	0
i. Mortgage Loans - FV	0	0	0	0	0	0	0	0
j. Real Estate - BACV	0	0	0	0	0	0	0	0
k. Real Estate - FV	0	0	0	0	0	0	0	0
l. Derivatives - BACV	0	0	0	0	0	0	0	0
m. Derivatives - FV	0	0	0	0	0	0	0	0
n. Other Invested Assets - BACV	0	0	0	0	0	0	0	0
o. Other Invested Assets - FV	0	0	0	0	0	0	0	0
p. Total Assets - BACV (a + c + e + g + h + j + l + n)	0	0	0	0	0	0	0	0
q. Total Assets - FV (b + d + f + g + i + k + m + o)	0	0	0	0	0	0	0	0

(7) Proceeds Provided - Sale

	FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER
a. Maximum Amount				
1. Cash	0	0	0	0
2. Securities (FV)	0	0	0	0
3. Securities (BACV)	X X X	X X X	X X X	X X X
4. Nonadmitted Subset (BACV)	X X X	X X X	X X X	X X X

NOTES TO FINANCIAL STATEMENTS

	FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER
b. Ending Balance				
1. Cash	0	0	0	0
2. Securities (FV)	0	0	0	0
3. Securities (BACV)	0	0	0	0
4. Nonadmitted Subset (BACV)	0	0	0	0

(8) Recognized Forward Resale Commitment	FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER
a. Maximum Amount	0	0	0	0
b. Ending Balance	0	0	0	0

J. Real Estate

Not Applicable

K. The Company does not hold investments in low-income housing tax credits.

L. Restricted Assets

(1) Restricted Assets (Including Pledged)

		Gross (Admitted & Nonadmitted) Restricted					
		Calendar Year				6	7
		1	2	3	4		
		Total General Account (G/A)	G/A Supporting S/A Activity (a)	Total Separate Account (S/A) Restricted Assets	S/A Assets Supporting G/A Activity (b)	Total (1 plus 3)	Increase/ (Decrease) (5 minus 6)
Restricted Asset Category							
a.	Subject to contractual obligation for which liability is not shown	0	0	0	0	0	0
b.	Collateral held under security lending agreements	0	0	0	0	0	0
c.	Subject to repurchase agreements	0	0	0	0	0	0
d.	Subject to reverse repurchase agreements	0	0	0	0	0	0
e.	Subject to dollar repurchase agreements	0	0	0	0	0	0
f.	Subject to dollar reverse repurchase agreements	0	0	0	0	0	0
g.	Placed under option contracts	0	0	0	0	0	0
h.	Letter stock or securities restricted as to sale - excluding FHLB capital stock	0	0	0	0	0	0
i.	FHLB capital stock	0	0	0	0	0	0
j.	On deposit with states	5,538,252	0	0	0	5,538,252	5,316,906 221,346
k.	On deposit with other regulatory bodies	0	0	0	0	0	0
l.	Pledged as collateral to FHLB (including assets backing funding agreements)	0	0	0	0	0	0
m.	Pledged as collateral not captured in other categories	0	0	0	0	0	0
n.	Other restricted Assets	0	0	0	0	0	0
o.	Total Restricted Assets (Sum of a through n)	5,538,252	0	0	0	5,538,252	5,316,906 221,346

(a) Subset of Column 1

(b) Subset of Column 3

NOTES TO FINANCIAL STATEMENTS

		Current Year			
		8	9	Percentage	
				10	11
				Gross (Admitted & Nonadmitted) Restricted to Total Assets (c)	Admitted Restricted to Total Admitted Assets (d)
Restricted Asset Category		Total Nonadmitted Restricted	Total Admitted Restricted (5 minus 8)		
a.	Subject to contractual obligation for which liability is not shown	0	0	0.000	0.000
b.	Collateral held under security lending agreements	0	0	0.000	0.000
c.	Subject to repurchase agreements	0	0	0.000	0.000
d.	Subject to reverse repurchase agreements	0	0	0.000	0.000
e.	Subject to dollar repurchase agreements	0	0	0.000	0.000
f.	Subject to dollar reverse repurchase agreements	0	0	0.000	0.000
g.	Placed under option contracts	0	0	0.000	0.000
h.	Letter stock or securities restricted as to sale - excluding FHLB capital stock	0	0	0.000	0.000
i.	FHLB capital stock	0	0	0.000	0.000
j.	On deposit with states	0	5,538,252	23.436	23.436
k.	On deposit with other regulatory bodies	0	0	0.000	0.000
l.	Pledged as collateral to FHLB (including assets backing funding agreements)	0	0	0.000	0.000
m.	Pledged as collateral not captured in other categories	0	0	0.000	0.000
n.	Other restricted Assets	0	0	0.000	0.000
o.	Total Restricted Assets (Sum of a through n)	0	5,538,252	23.436	23.436

(a) Column 5 divided by Assets Page, Column 1, Line 28
(b) Column 9 divided by Assets Page, Column 1, Line 28

(2) Details of Assets Pledged as Collateral Not Captured in Other Categories (Contracts that Share Similar Characteristics, Such as Reinsurance and Derivatives, are Reported in Aggregate)

	Gross (Admitted & Nonadmitted) Restricted						
	Current Year					6	7
	1	2	3	4	5		
	Total General Account (G/A)	G/A Supporting S/A Activity (a)	Total Separate Account (S/A) Restricted Assets	S/A Assets Supporting G/A Activity (b)	Total (1 plus 3)		Increase/ Decrease (5 minus 6)
Description of Assets						Total From Prior Year	
Total (c)	0	0	0	0	0	0	0

	8	Percentage	
		9	10
		Gross] (Admitted & Nonadmitted) Total Current Year Admitted Restricted	Admitted Restricted to Total Admitted Assets
Description of Assets			
Total (c)	0	0.000	0.000

(a) Subset of column 1
(b) Subset of column 3
(c) Total Line for Column 1 through 7 should equal 5L(1)m Columns 1 through 7 respectively and Total Line for Columns 8 through 10 should equal 5L(1)m Columns 9 through 11 respectively

(3) Detail of Other Restricted Assets (Contracts that Share Similar Characteristics, Such as Reinsurance and Derivatives, Are Reported in the Aggregate)

	Gross (Admitted & Nonadmitted) Restricted						
	Current Year					6	7
	1	2	3	4	5		
	Total General Account (G/A)	G/A Supporting S/A Activity (a)	Total Separate Account (S/A) Restricted Assets	S/A Assets Supporting G/A Activity (b)	Total (1 plus 3)		Increase/ Decrease (5 minus 6)
Description of Assets						Total From Prior Year	
Total (c)	0	0	0	0	0	0	0

NOTES TO FINANCIAL STATEMENTS

	8	Percentage	
		9	10
Description of Assets	Total Current Year Admitted Restricted	Gross] (Admitted & Nonadmitted)	Admitted Restricted to Total Admitted
		Restricted to Total Assets	Total Admitted Assets
Total (c)	0	0.000	0.000

- (a) Subset of column 1
- (b) Subset of column 3
- (c) Total Line for Column 1 through 7 should equal 5L(1)m Columns 1 through 7 respectively and Total Line for Columns 8 through 10 should equal 5L(1)m Columns 9 through 11 respectively

(4) Collateral Received and Reflected as Assets Within the Reporting Entity's Financial Statement.

	1	2	3	4
Collateral Assets	Book/Adjusted Carrying Value (BACV)	Fair Value	% of BACV to Total Assets (Admitted and Nonadmitted*)	% of BACV to Total Admitted Assets**
General Account:				
a. Cash, Cash Equivalents and Short-Term Investments	0	0	0.000	0.000
b. Schedule D, Part 1	0	0	0.000	0.000
c. Schedule D, Part 2, Section 1	0	0	0.000	0.000
d. Schedule D, Part 2, Section 2	0	0	0.000	0.000
e. Schedule B	0	0	0.000	0.000
f. Schedule A	0	0	0.000	0.000
g. Schedule BA, Part 1	0	0	0.000	0.000
h. Schedule DL, Part 1	0	0	0.000	0.000
i. Other	0	0	0.000	0.000
j. Total Collateral Assets (a+b+c+d+e+f+g+h+i)	0	0	0.000	0.000
Separate Account:				
k. Cash, Cash Equivalents and Short-Term Investments	0	0	0.000	0.000
l. Schedule D, Part 1	0	0	0.000	0.000
m. Schedule D, Part 2, Section 1	0	0	0.000	0.000
n. Schedule D, Part 2, Section 2	0	0	0.000	0.000
o. Schedule B	0	0	0.000	0.000
p. Schedule A	0	0	0.000	0.000
q. Schedule BA, Part 1	0	0	0.000	0.000
r. Schedule DL, Part 1	0	0	0.000	0.000
s. Other	0	0	0.000	0.000
t. Total Collateral Assets (k+l+m+n+o+p+q+r+s)	0	0	0.000	0.000

* j = Column 1 divided by Asset Page, Line 26 (Column 1)
t = Column 1 divided by Asset Page, Line 27 (Column 1)

** j = Column 1 divided by Asset Page, Line 26 (Column 3)
t = Column 1 divided by Asset Page, Line 27 (Column 3)

	1	2
	Amount	% of Liability to Total Liabilities*
u. Recognized Obligation to Return Collateral Assets (General Account)	0	0.000
v. Recognized Obligation to Return Collateral Asset (Separate Account)	0	0.000

* u = Column 1 divided by Liability Page, Line 26 (Column 1)
v = Column 1 divided by Liability Page, Line 27 (Column 1)

M. Working Capital Finance Investments

Not Applicable

N. Offsetting and Netting of Assets and Liabilities

Not Applicable

O. 5GI Securities

Not Applicable

P. Short Sales

Not Applicable

Q. Prepayment Penalty and Acceleration Fees

Not Applicable

R. Reporting Entity's Share of Cash Pool by Asset type.

Not Applicable

6. Joint Ventures, Partnerships and Limited Liability Companies

NOTES TO FINANCIAL STATEMENTS

A. Detail for Those Greater than 10% of Admitted Assets

Not Applicable

B. Writedowns for Impairments of Joint Ventures, Partnerships, & LLCs

Not Applicable

7. Investment Income

A. The Company does not admit investment income due and accrued if amounts are over 90 days past due.

B. No amounts were excluded as of December 31, 2022.

8. Derivative Instruments

A. Derivatives under SSAP No. 86—Derivatives

- (1) The Company's investment activities do not include derivatives. However, the Company may acquire derivatives as additions to bond, common stock, or preferred stock investments. These derivatives are ancillary to the overall investment and are immaterial to the underlying investment portfolio.
- (2) Not Applicable
- (3) Not Applicable
- (4) Not Applicable
- (5) Not Applicable
- (6) Not Applicable
- (7) Not Applicable
- (8)

a.

Fiscal Year		Derivative Premium Payments Due	
Year Ending December 31			
1. 2022	\$	0	
2. 2023	\$	0	
3. 2024	\$	0	
4. 2025	\$	0	
5. Thereafter	\$	0	
6. Total Future Settled Premiums	\$	0	

b.

	Undiscounted Future Premium Commitments		Derivative Fair Value With Premium Commitments (Reported on DB)		Derivative Fair Value Excluding Impact of Future Settled Premiums
1. Prior Year	\$ 0	\$	0	\$	0
2. Current Year	\$ 0	\$	0	\$	0

B. Derivatives under SSAP No. 108—Derivative Hedging Variable Annuity Guarantees

- (1) Discussion of hedged item/hedging instruments and hedging strategy:
- NOT APPLICABLE

NOTES TO FINANCIAL STATEMENTS

(2) Recognition of gains/losses and deferred assets and liabilities

a. Scheduled Amortization

Amortization Year	Deferred Assets		Deferred Liabilities	
1. 2020	\$	0	\$	0
2. 2021	\$	0	\$	0
3. 2022	\$	0	\$	0
4. 2023	\$	0	\$	0
5. 2024	\$	0	\$	0
6. 2025	\$	0	\$	0
7. 2026	\$	0	\$	0
8. 2027	\$	0	\$	0
9. 2028	\$	0	\$	0
10. 2029	\$	0	\$	0
11. Total	\$	0	\$	0

b. Total Deferred Balance * \$ 0

* Should agree to Column 18 of Schedule DB, Part E

c. Reconciliation of Amortization:

1. Prior Year Total Deferred Balance	\$	0
2. Current Year Amortization	\$	0
3. Current Year Deferred Recognition	\$	0
4. Ending Deferred Balance [1-(2+3)]	\$	0

d. Open Derivative Removed from SSAP No. 108 and Captured in Scope of SSAP No. 86

1. Total Derivative Fair Value Change	\$	0
2. Change in Fair Value Reflected as a Natural Offset to VM21 Liability under SSAP No. 108	\$	0
3. Change in Fair Value Reflected as a Deferred Asset / Liability Under SSAP No. 108	\$	0
4. Other Changes	\$	0
5. Unrealized Gain / Loss Recognized for Derivative Under SSAP No. 86 [1-(sum of 2 through 4)]	\$	0

e. Open Derivative Removed from SSAP No. 86 and Captured in Scope of SSAP No. 108

1. Total Derivative Fair Value Change	\$	0
2. Unrealized Gain / Loss Recognized Prior to the Reclassification to SSAP No. 108	\$	0
3. Other Changes	\$	0
4. Fair Value Change Available for Application under SSAP No. 108 [1-(2+3)]	\$	0

(3) Hedging Strategies Identified as No Longer Highly Effective

b. Details of Hedging Strategies Identified as No Longer Highly Effective

Unique Identifier	Date Domiciliary State Notified	Amortization (# of years) 5 or Less	Recognized Deferred Assets	Recognized Deferred Liabilities

c. Amortization

Amortization Year	Recognized Deferred Assets		Recognized Deferred Liabilities		Accelerated Amortization		Original Amortization	
1. 2020	\$	0	\$	0	\$	0	\$	0
2. 2021	\$	0	\$	0	\$	0	\$	0
3. 2022	\$	0	\$	0	\$	0	\$	0
4. 2023	\$	0	\$	0	\$	0	\$	0
5. 2024	\$	0	\$	0	\$	0	\$	0

6. Total Adjusted Amortization \$ 0

NOTES TO FINANCIAL STATEMENTS

(4) Hedging Strategies Terminated

b. Details of Hedging Strategies Terminated

Unique Identifier	Date Domiciliary State Notified	Amortization (# of years) 5 or Less	Recognized Deferred Assets	Recognized Deferred Liabilities

c. Amortization

Amortization Year	Recognized Deferred Assets		Recognized Deferred Liabilities		Accelerated Amortization	Original Amortization
1. 2020	\$	0	\$	0	\$	0
2. 2021	\$	0	\$	0	\$	0
3. 2022	\$	0	\$	0	\$	0
4. 2023	\$	0	\$	0	\$	0
5. 2024	\$	0	\$	0	\$	0

6. Total Adjusted Amortization \$ 0

9. Income Taxes

A. The components of the net deferred tax asset/(liability) at Dec. 31 are as follows:

(1)	12/31/2022			12/31/2021		
	(1)	(2)	(3)	(4)	(5)	(6)
			(Col 1 + 2)			(Col 4 + 5)
	Ordinary	Capital	Total	Ordinary	Capital	Total
a. Gross Deferred Tax Assets	\$ 0	0	0	0	0	0
b. Statutory Valuation Allowance Adjustments	\$ 0	0	0	0	0	0
c. Adjusted Gross Deferred Tax Assets (1a - 1b)	\$ 0	0	0	0	0	0
d. Deferred Tax Assets Nonadmitted	\$ 0	0	0	0	0	0
e. Subtotal Net Admitted Deferred Tax Asset (1c - 1d)	\$ 0	0	0	0	0	0
f. Deferred Tax Liabilities	\$ 11,000	76,000	87,000	8,000	93,000	101,000
g. Net Admitted Deferred Tax Assets / (Net Deferred Tax Liability) (1e - 1f)	\$ (11,000)	(76,000)	(87,000)	(8,000)	(93,000)	(101,000)

(1)	Change		
	(7)	(8)	(9)
	(Col 1 - 4)	(Col 2 - 5)	(Col 7 + 8)
	Ordinary	Capital	Total
a. Gross Deferred Tax Assets	\$ 0	0	0
b. Statutory Valuation Allowance Adjustments	\$ 0	0	0
c. Adjusted Gross Deferred Tax Assets (1a - 1b)	\$ 0	0	0
d. Deferred Tax Assets Nonadmitted	\$ 0	0	0
e. Subtotal Net Admitted Deferred Tax Asset (1c - 1d)	\$ 0	0	0
f. Deferred Tax Liabilities	\$ 3,000	(17,000)	(14,000)
g. Net Admitted Deferred Tax Assets / (Net Deferred Tax Liability) (1e - 1f)	\$ (3,000)	17,000	14,000

NOTES TO FINANCIAL STATEMENTS

(2)	12/31/2022			12/31/2021		
	(1)	(2)	(3)	(4)	(5)	(6)
			(Col 1 + 2)			(Col 4 + 5)
Admission Calculation Components SSAP No. 101	Ordinary	Capital	Total	Ordinary	Capital	Total
a. Federal Income Taxes Paid In Prior Years Recoverable Through Loss Carrybacks.	\$ 0	0	0	0	0	0
b. Adjusted Gross Deferred Tax Assets Expected To Be Realized (Excluding The Amount Of Deferred Tax Assets From 2(a) above) After Application of the Threshold Limitation. (The Lesser of 2(b)1 and 2(b)2 Below)	\$ 0	0	0	0	0	0
1. Adjusted Gross Deferred Tax Assets to be Realized Following the Balance Sheet Date.	\$ 0	0	0	0	0	0
2. Adjusted Gross Deferred Tax Assets Allowed per Limitation Threshold	\$ X X X	X X X	2,358,183	X X X	X X X	2,327,011
c. Adjusted Gross Deferred Tax Assets (Excluding the Amount Of Deferred Tax Assets From 2(a) and 2(b) above) Offset by Gross Deferred Tax Liabilities.	\$ 0	0	0	0	0	0
d. Deferred Tax Assets Admitted as the result of application of SSAP No. 101. Total (2(a) + 2(b) + 2(c))	\$ 0	0	0	0	0	0

(2)	Change		
	(1)	(2)	(3)
	(Col 1 - 4)	(Col 2- 5)	(Col 7 + 8)
Admission Calculation Components SSAP No. 101	Ordinary	Capital	Total
a. Federal Income Taxes Paid In Prior Years Recoverable Through Loss Carrybacks.	\$ 0	0	0
b. Adjusted Gross Deferred Tax Assets Expected To Be Realized (Excluding The Amount Of Deferred Tax Assets From 2(a) above) After Application of the Threshold Limitation. (The Lesser of 2(b)1 and 2(b)2 Below)	\$ 0	0	0
1. Adjusted Gross Deferred Tax Assets to be Realized Following the Balance Sheet Date.	\$ 0	0	0
2. Adjusted Gross Deferred Tax Assets Allowed per Limitation Threshold	\$ X X X	X X X	31,172
c. Adjusted Gross Deferred Tax Assets (Excluding the Amount Of Deferred Tax Assets From 2(a) and 2(b) above) Offset by Gross Deferred Tax Liabilities.	\$ 0	0	0
d. Deferred Tax Assets Admitted as the result of application of SSAP No. 101. Total (2(a) + 2(b) + 2(c))	\$ 0	0	0

(3)		2022	2021
		7167.200%	11399.000%
a. Ratio Percentage Used to Determine Recover Period And Threshold Limitation Amount.			
b. Amount Of Adjusted Capital And Surplus Used To Determine Recovery Period And Threshold Limitation In 2(b)2 Above.	\$	15,786,216.000	15,527,907.000

(4) Impact of Tax-Planning Strategies		12/31/2022		12/31/2021		Change	
		(1)	(2)	(3)	(4)	(5)	(6)
a.	Determination of Adjusted Gross Deferred Tax Assets and Net Admitted Deferred Tax Assets, By Tax Character As A Percentage.					(Col 1 - 3)	(Col 2 - 4)
		Ordinary	Capital	Ordinary	Capital	Ordinary	Capital
1.	Adjusted Gross DTAs Amount From Note 9A1(c)	\$ 0	0	0	0	0	0
2.	Percentage of Adjusted Gross DTAs By Tax Character Attributable To The Impact of Tax Planning Strategies	0.000	0.000	0.000	0.000	0.000	0.000
3.	Net Admitted Adjusted Gross DTAs Amount from Note 9A1(e)	\$ 0	0	0	0	0	0
4.	Percentage of Net Admitted Adjusted Gross DTAs by Tax Character Attributable To The Impact of Tax Planning Strategies	0.000	0.000	0.000	0.000	0.000	0.000

b. Does the Company's Tax-planning Strategies include the use of reinsurance? NO

B. Regarding deferred tax liabilities that are not recognized:

The Company does not have any DTLs described in SSAP No. 101 Income Taxes, a Replacement of SSAP No. 10R and SSAP No. 10, paragraph 23.

C. Current income taxes incurred consist of the following major components:

(1)	(2)	(3)
		(Col 1 - 2)
12/31/2022	12/31/2021	Change

NOTES TO FINANCIAL STATEMENTS

(1)	Current Income Tax			
a.	Federal	\$ 66,000	49,000	17,000
b.	Foreign	\$ 0	0	0
c.	Subtotal	\$ 66,000	49,000	17,000
d.	Federal Income Tax on net capital gains	\$ 0	0	0
e.	Utilization of capital loss carry-forwards	\$ 0	0	0
f.	Other	\$ 0	0	0
g.	Federal and foreign income taxes incurred	\$ 66,000	49,000	17,000

(2)	Deferred Tax Assets:			
a.	Ordinary			
1.	Discounting of unpaid losses	\$ 0	0	0
2.	Unearned premium reserve	\$ 0	0	0
3.	Policyholder reserves	\$ 0	0	0
4.	Investments	\$ 0	0	0
5.	Deferred acquisition costs	\$ 0	0	0
6.	Policyholder dividends accrual	\$ 0	0	0
7.	Fixed assets	\$ 0	0	0
8.	Compensation and benefits accrual	\$ 0	0	0
9.	Pension accrual	\$ 0	0	0
10.	Receivables - nonadmitted	\$ 0	0	0
11.	Net operating loss carry-forward	\$ 0	0	0
12.	Tax credit carry-forward	\$ 0	0	0
13.	Other (including items <5% of total ordinary tax assets)	\$ 0	0	0
99.	Subtotal	\$ 0	0	0
b.	Statutory valuation allowance adjustment	\$ 0	0	0
c.	Nonadmitted	\$ 0	0	0
d.	Admitted ordinary deferred tax assets (2a99 - 2b - 2c)	\$ 0	0	0

e.	Capital:			
1.	Investments	\$ 0	0	0
2.	Net capital loss carry-forward	\$ 0	0	0
3.	Real estate	\$ 0	0	0
4.	Other (including items <5% of total capital tax assets)	\$ 0	0	0
99.	Subtotal	\$ 0	0	0
f.	Statutory valuation allowance adjustment	\$ 0	0	0
g.	Nonadmitted	\$ 0	0	0
h.	Admitted capital deferred tax assets (2e99 - 2f - 2g)	\$ 0	0	0
i.	Admitted deferred tax assets (2d + 2h)	\$ 0	0	0

(3)	Deferred Tax Liabilities:			
a.	Ordinary			
1.	Investments	\$ 11,000	8,000	3,000
2.	Fixed assets	\$ 0	0	0
3.	Deferred and uncollected premium	\$ 0	0	0
4.	Policyholder reserves	\$ 0	0	0
5.	Other (including items <5% of total ordinary tax liabilities)	\$ 0	0	0
99.	Subtotal	\$ 11,000	8,000	3,000
b.	Capital:			
1.	Investments	\$ 76,000	93,000	(17,000)
2.	Real Estate	\$ 0	0	0
3.	Other (including items <5% of total capital tax liabilities)	\$ 0	0	0
99.	Subtotal	\$ 76,000	93,000	(17,000)
c.	Deferred tax liabilities (3a99 + 3b99)	\$ 87,000	101,000	(14,000)
(4)	Net deferred tax assets/liabilities (2i - 3c)	\$ (87,000)	(101,000)	14,000

D. Effective tax rates differ from the current statutory rate of 21% principally due to the effects of tax exempt income, accretion of market discount, deferred intercompany transactions.

E. Details Below to be mentioned

NOTES TO FINANCIAL STATEMENTS

- (1) The Company has no net operating loss or tax credit carry-forwards available to offset future net income subject to Federal income tax.
- (2) The amount of Federal income taxes incurred and available for recoupment in the event of future losses is \$65,000 from the current year and \$54,000 from the preceding year.
- (3) The Company does not have deposits admitted under Section 6603 of the Internal Revenue Code.
- F. The method of federal income tax allocation is subject to a written agreement. Allocation is based upon separate return calculations with credit applied for losses as appropriate. The Company has the enforceable right to recoup prior year payments in the event of future losses.

The Company's Federal income tax return is consolidated with the following entities:

Andover, Inc.	Liberty RE (Bermuda) Limited
America First Insurance Company	Liberty Sponsored Insurance (Vermont), Inc.
America First Lloyd's Insurance Company	Liberty Surplus Insurance Corporation
American Compensation Insurance Company	LIH-RE of America Corporation
American Economy Insurance Company	LIU Specialty Insurance Agency Inc.
American Fire and Casualty Company	LM General Insurance Company
American States Insurance Company	LM Insurance Corporation
American States Insurance Company of Texas	LM Property and Casualty Insurance Company
American States Lloyds Insurance Company	LMCRT-FRE-01 IC
American States Preferred Insurance Company	LMHC Massachusetts Holdings Inc.
Berkeley Management Corporation	Managed Care Associates Inc.
Bloomington Compensation Insurance Company	Meridian Security Insurance Company
Colorado Casualty Insurance Company	Mid-American Fire & Casualty Company
Consolidated Insurance Company	Milbank Insurance Company
Diversified Settlements, Inc.	Nationale Borg Reinsurance N.V.
Eagle Development Corporation	North Pacific Insurance Company
Emerald City Insurance Agency, Inc.	Ocasco Budget, Inc.
Employers Insurance Company of Wausau	OCI Printing, Inc.
Excelsior Insurance Company	Ohio Casualty Corporation
Excess Risk Reinsurance Inc.	Ohio Security Insurance Company
Facilitators, Inc.	Open Seas Solutions, Inc.
F.B. Beattie & Co., Inc.	Oregon Automobile Insurance Company
First National Insurance Company of America	Peerless Indemnity Insurance Company
First State Agency Inc.	Peerless Insurance Company
General America Corporation	Plaza Insurance Company
General America Corporation of Texas	Pymatuning, Inc.
General Insurance Company of America	Rianoc Research Corporation
Golden Eagle Insurance Corporation	Rockhill Holding Company
Gulf States AIF, Inc.	Rockhill Insurance Company
Hawkeye-Security Insurance Company	RTW, Inc.
Indiana Insurance Company	SAFECARE Company, Inc.
Insurance Company of Illinois	Safeco Corporation
Ironshore Holdings (US) Inc.	Safeco General Agency, Inc.
Ironshore Indemnity Inc.	Safeco Insurance Company of America
Liberty Specialty Markets Bermuda Limited	Safeco Insurance Company of Illinois
Ironshore Management Inc.	Safeco Insurance Company of Indiana
Ironshore Services Inc.	Safeco Insurance Company of Oregon
Ironshore Specialty Insurance Company	Safeco Lloyds Insurance Company
Ironshore Surety Holdings Inc.	Safeco National Insurance Company
LEXCO Limited	Safeco Properties, Inc.
Liberty-USA Corporation	Safeco Surplus Lines Insurance Company
Liberty Energy Canada, Inc.	San Diego Insurance Company
Liberty Financial Services, Inc.	SCIT, Inc.
Liberty Insurance Corporation	State Auto Financial Corporation
Liberty Insurance Holdings, Inc.	State Auto Holdings, Inc.
Liberty Insurance Underwriters Inc.	State Auto Insurance Company of Ohio
Liberty International Holdings Inc.	State Auto Insurance Company of Wisconsin
Liberty Life Holdings Inc.	State Auto Labs Corp.
Liberty Lloyds of Texas Insurance Company	State Auto Property & Casualty Insurance Company
Liberty Management Services, Inc.	State Automobile Mutual Insurance Company
Liberty Mexico Holdings Inc.	Stateco Financial Services, Inc.
Liberty Mutual Agency Corporation	The First Liberty Insurance Corporation
Liberty Mutual Credit Risk Transfer PCC Inc.	The Midwestern Indemnity Company
Liberty Mutual Fire Insurance Company	The National Corporation
Liberty Mutual Group Asset Management Inc.	The Netherlands Insurance Company
Liberty Mutual Group Inc.	The Ohio Casualty Insurance Company
Liberty Mutual Holding Company Inc.	Wausau Business Insurance Company
Liberty Mutual Insurance Company	Wausau General Insurance Company
Liberty Mutual Personal Insurance Company	Wausau Underwriters Insurance Company
Liberty Mutual Technology Group, Inc.	West American Insurance Company
Liberty Northwest Insurance Corporation	Winmar Company, Inc.

NOTES TO FINANCIAL STATEMENTS

Liberty Personal Insurance Company	Workgrid Software, Inc
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- G. The Company does not expect the Federal and Foreign income tax loss contingencies, as determined in accordance with SSAP No. 5R, Liabilities, Contingencies and Impairments of Assets, with the modifications provided in SSAP No. 101, Income Taxes – A Replacement of SSAP No. 10R and SSAP No. 10, to significantly increase within twelve months of the reporting date.
- H. Not applicable.

I. Alternative Minimum Tax Credit

	Amount
(1) Gross AMT Credit Recognized as:	
a. Current year recoverable	\$ 0
b. Deferred tax asset (DTA)	\$ 0
(2) Beginning Balance of AMT Credit Carryforward	\$ 0
(3) Amounts Recovered	\$ 0
(4) Adjustments	\$ 0
(5) Ending Balance of AMT Credit Carryforward (5=2-3-4)	\$ 0
(6) Reduction for Sequestration	\$ 0
(7) Nonadmitted by Reporting Entity	\$ 0
(8) Reporting Entity Ending Balance (8=5-6-7)	\$ 0

On August 16, 2022, the U.S. enacted the Inflation Reduction Act (the "IRA"). For tax years beginning after December 31, 2022, the IRA imposes a new corporate alternative minimum tax (the "CAMT") on applicable corporations with average adjusted financial statement income in excess of \$1 billion for the three prior tax years. Based on the guidance currently available, Liberty Mutual Holding Company Inc. and subsidiaries, the controlled group of corporations which the Company is a member of, expects to be an applicable corporation subject to the CAMT in 2023. Therefore, the controlled group will perform the necessary CAMT calculations in order to determine whether or not it will have a CAMT liability for the tax year 2023. The 2022 financial statements do not include an estimated impact of the CAMT, because a reasonable estimate cannot be made.

10. Information Concerning Parent, Subsidiaries, Affiliates and Other Related Parties

- A. All the outstanding shares of capital stock of the Company are held by Liberty Mutual Group Inc. ("LMGI"), a Massachusetts company. The ultimate parent of LMGI is Liberty Mutual Holding Company Inc. ("LMHC"), a Massachusetts company.
- B. There are no transactions between the Company and its affiliates are listed on Schedule Y Part 2.

C. Transactions with related party who are not reported on Schedule Y

- Not Applicable
- D. At December 31, 2022, the Company reported a net \$(7,733,150) due from affiliates. In general, the terms of the intercompany arrangements require settlement at least quarterly.

- E. Refer to Note 26 for information regarding the Inter-Company Reinsurance Agreement.

The Company is a party to a management services agreement (the "Agreement") with Liberty Mutual Insurance Company ("LMIC"). Under the Agreement, LMIC may provide the Company with office space, supplies, equipment, telephone and wire services, the use of computers and similar machines and services of personnel employed by LMIC and LMGI. Services provided include, but are not limited to, risk underwriting, claims processing, claims adjustments, policyholder services, contract management and administration. LMIC is reimbursed for the cost of all services which it provides under the Agreement.

The Company is a party to an investment management agreement with Liberty Mutual Group Asset Management Inc. ("LMGAM"). Under the agreement, LMGAM provides services to the Company.

The Company is a party to an Agency Agreement with Comparion Insurance Agency, LLC ("CIA") whereby CIA is appointed a property-casualty insurance agent of the Company and provides usual and customary services of an insurance agent on all insurance contracts placed by CIA with the Company.

The Company is a party to an Agency Agreement with Helmsman Insurance Agency LLC ("HIA") whereby HIA is appointed a property-casualty insurance agent of the Company and provides usual and customary services of an insurance agent on all insurance contracts placed by HIA with the Company.

The Company is a party to a Federal Tax Sharing Agreement between LMHC and affiliates (Refer to Note 9F).

- F. The Company has not made any guarantees or initiated any undertakings, written or otherwise, for the benefit of affiliates or other related parties

- G. The Company is a member of a holding company structure as illustrated in Schedule Y Part 1.

- H. The Company does not own shares of any upstream intermediate or ultimate parent, either directly or indirectly via a downstream subsidiary, controlled or affiliated company

- I. The Company does not own investments in subsidiary, controlled or affiliated companies.

- J. The Company did not recognize any impairment write down for its SCA companies during the statement period

NOTES TO FINANCIAL STATEMENTS

- K.

The Company does not use CARVM in calculating its investment in its foreign subsidiaries.
- L.

The Company does not hold any investments in downstream non-insurance holding companies.

- M. All SCA Investments
- Not Applicable
- N. Investment in Insurance SCAs

- Not Applicable
- O. SCA or SSAP No. 48 Entity Loss Tracking
- Not Applicable

11. Debt

- A. Debt (Including Capital Notes)
- The Company has no debt, including capital notes.
- B. FHLB (Federal Home Loan Bank) Agreements

- (1) Not Applicable
- (2) FHLB Capital Stock

- a. Aggregate Totals

1. Current Year		(1) Total 2+3	(2) General Account	(3) Protected Cell Accounts
(a) Membership Stock - Class A	\$	0	0	0
(b) Membership Stock - Class B	\$	0	0	0
(c) Activity Stock	\$	0	0	0
(d) Excess Stock	\$	0	0	0
(e) Aggregate Total (a + b + c + d)	\$	0	0	0
(f) Actual or est. Borrowing Capacity as Determined by the Insurer	\$	0	X X X	X X X

2. Prior Year-end		(1) Total 2+3	(2) General Account	(3) Protected Cell Accounts
(a) Membership Stock - Class A	\$	0	0	0
(b) Membership Stock - Class B	\$	0	0	0
(c) Activity Stock	\$	0	0	0
(d) Excess Stock	\$	0	0	0
(e) Aggregate Total (a + b + c + d)	\$	0	0	0
(f) Actual or est. Borrowing Capacity as Determined by the Insurer	\$	0	X X X	X X X

b. Membership Stock (Class A and B) Eligible and Not Eligible for Redemption		1 Current Year Total (2 + 3 + 4 + 5 + 6)	2 Not Eligible for Redemption	Eligible for Redemption			
				3 Less Than 6 Months	4 6 Months to Less Than 1 Year	5 1 to Less Than 3 Years	6 3 to 5 Years
1. Class A	\$	0	0	0	0	0	0
2. Class B	\$	0	0	0	0	0	0

- (3) Collateral Pledged to FHLB

a. Amount Pledged as of Reporting Date		1 Fair Value	2 Carrying Value	3 Aggregate Total Borrowing
1. Current Year Total General and Protected Cell (Lines 2 + 3)	\$	0	0	0
2. Current Year General Account (Total Pledged)	\$	0	0	0
3. Current Year Protected Cell (Total Pledged)	\$	0	0	0
4. Prior Year-end Total General and Protected Cell (Total Pledged)	\$	0	0	0

NOTES TO FINANCIAL STATEMENTS

b. Maximum Amount Pledged During Reporting Period

	1	2	3
	Fair Value	Carrying Value	Amount Borrowed at Time of Max. Collateral
1. Current Year Total General and Protected Cell (Lines 2 + 3)	\$ 0	0	0
2. Current Year General Account (Maximum Pledged)	\$ 0	0	0
3. Current Year Protected Cell (Maximum Pledged)	\$ 0	0	0
4. Prior Year-end Total General and Protected Cell (Maximum Pledged)	\$ 0	0	0

(4) Borrowing From FHLB

a. Amount as of the Reporting Date

1. Current Year

	1	2	3	4
	Total 2+3	General Account	Protected Cell Account	Funding Agreements Reserves Established
(a) Debt	\$ 0	0	0	X X X
(b) Funding Agreements	\$ 0	0	0	0
(c) Other	\$ 0	0	0	X X X
(d) Aggregate Total (a + b + c)	\$ 0	0	0	0

2. Prior Year-end

	1	2	3	4
	Total 2+3	General Account	Protected Cell Account	Funding Agreements Reserves Established
(a) Debt	\$ 0	0	0	X X X
(b) Funding Agreements	\$ 0	0	0	0
(c) Other	\$ 0	0	0	X X X
(d) Aggregate Total (a + b + c)	\$ 0	0	0	0

b. Maximum Amount during Reporting Period (Current Year)

	1	2	3
	Total 2+3	General Account	Protected Cell Accounts
1. Debt	\$ 0	0	0
2. Funding Agreements	\$ 0	0	0
3. Other	\$ 0	0	0
4. Aggregate Total (1 + 2 + 3)	\$ 0	0	0

c. FHLB- Prepayment Obligations

	Does the company have prepayment obligations under the following arrangements (YES/NO)?
1. Debt	
2. Funding Agreements	
3. Other	

C.

There were no outstanding borrowings as of December 31, 2022.

12. Retirement Plans, Deferred Compensation, Postemployment Benefits and Compensated Absences and Other Postretirement Benefit Plans

A. Defined Benefit Plans

The Company does not have any direct employees and therefore, does not have any direct obligations for a defined benefit plan, deferred compensation arrangements, compensated absences or other postretirement benefit plans. Services for the operation of the Company are provided under provisions of the management services agreements, as described in Note 10F.

Overfunded		Underfunded	
2022	2021	2022	2021

NOTES TO FINANCIAL STATEMENTS

(1)	Change in benefit obligation:				
a.	Pension Benefits				
1.	Benefit obligation at beginning of year	\$	0	0	0
2.	Service cost	\$	0	0	0
3.	Interest cost	\$	0	0	0
4.	Contribution by plan participants	\$	0	0	0
5.	Actuarial gain (loss)	\$	0	0	0
6.	Foreign currency exchange rate changes	\$	0	0	0
7.	Benefits paid	\$	0	0	0
8.	Plan amendments	\$	0	0	0
9.	Business combinations, etc.	\$	0	0	0
10.	Benefit obligation at end of year	\$	0	0	0
b.	Postretirement Benefits				
1.	Benefit obligation at beginning of year	\$	0	0	0
2.	Service cost	\$	0	0	0
3.	Interest cost	\$	0	0	0
4.	Contribution by plan participants	\$	0	0	0
5.	Actuarial gain (loss)	\$	0	0	0
6.	Foreign currency exchange rate changes	\$	0	0	0
7.	Benefits paid	\$	0	0	0
8.	Plan amendments	\$	0	0	0
9.	Business combinations, etc.	\$	0	0	0
10.	Benefit obligation at end of year	\$	0	0	0
c.	Special or Contractual Benefits Per SSAP No. 11				
1.	Benefit obligation at beginning of year	\$	0	0	0
2.	Service cost	\$	0	0	0
3.	Interest cost	\$	0	0	0
4.	Contribution by plan participants	\$	0	0	0
5.	Actuarial gain (loss)	\$	0	0	0
6.	Foreign currency exchange rate changes	\$	0	0	0
7.	Benefits paid	\$	0	0	0
8.	Plan amendments	\$	0	0	0
9.	Business combinations, etc.	\$	0	0	0
10.	Benefit obligation at end of year	\$	0	0	0

(2)	Change in plan assets:	Pension Benefits		Postretirement Benefits		Special or Contractual Benefits Per SSAP No. 11	
		2022	2021	2022	2021	2022	2021
a.	Fair value of plan assets beginning of year	\$	0	0	0	0	0
b.	Actual return on plan assets	\$	0	0	0	0	0
c.	Foreign currency exchange rate changes	\$	0	0	0	0	0
d.	Reporting Entity contribution	\$	0	0	0	0	0
e.	Plan participants contributions	\$	0	0	0	0	0
f.	Benefits paid	\$	0	0	0	0	0
g.	Business combinations , etc.	\$	0	0	0	0	0
h.	Fair value of plan assets end of year	\$	0	0	0	0	0
(3)	Funded status:						
a.	Components:						
1.	Prepaid benefit costs	\$	0	0	0		
2.	Overfunded plan assets	\$	0	0	0		
3.	Accrued benefit costs	\$	0	0	0		
4.	Liability for pension benefits	\$	0	0	0		
b.	Assets and liabilities recognized						
1.	Assets (nonadmitted)	\$	0	0	0		
2.	Liabilities recognized	\$	0	0	0		
c.	Unrecognized liabilities	\$	0	0	0		

NOTES TO FINANCIAL STATEMENTS

		Pension Benefits		Postretirement Benefits		Special or Contractual Benefits Per SSAP No. 11	
		2022	2021	2022	2021	2022	2021
(4)	Components of net periodic benefit cost:						
a.	Service cost	\$ 0	0	0	0	0	0
b.	Interest cost	\$ 0	0	0	0	0	0
c.	Expected return on plan assets	\$ 0	0	0	0	0	0
d.	Transition asset or obligation	\$ 0	0	0	0	0	0
e.	Gains and losses	\$ 0	0	0	0	0	0
f.	Prior Service cost or credit	\$ 0	0	0	0	0	0
g.	Gain or loss recognized due to a settlement or curtailment	\$ 0	0	0	0	0	0
h.	Total net periodic benefit cost	\$ 0	0	0	0	0	0
i.	ERP P&L Charge	\$ 0	0	0	0	0	0
j.	Total net periodic benefit cost	\$ 0	0	0	0	0	0

		Pension Benefits		Postretirement Benefits	
		2022	2021	2022	2021
(5)	Amounts in unassigned funds (surplus) recognized as components of net periodic benefit cost:				
a.	Items not yet recognized as a components of net period cost - prior year	\$ 0	0	0	0
b.	Net transition asset or obligation recognized	\$ 0	0	0	0
c.	Net prior service cost or credit arising during the period	\$ 0	0	0	0
d.	Net prior service cost of credit recognized	\$ 0	0	0	0
e.	Net gain and loss arising during the period	\$ 0	0	0	0
f.	Net gain and loss recognized	\$ 0	0	0	0
g.	Items not yet recognized as a component of net periodic cost - current y	\$ 0	0	0	0

		Pension Benefits		Postretirement Benefits	
		2022	2021	2022	2021
(6)	Amounts in unassigned funds (surplus) expected to be recognized in the next fiscal year as components of net periodic benefit cost:				
a.	Net transition asset or obligation	\$ 0	0	0	0
b.	Net prior service cost or credit	\$ 0	0	0	0
c.	Net recognized gains and losses	\$ 0	0	0	0

(7)	Weighted-average assumptions used to determine net periodic benefit costs as of Dec. 31:	
a.	Weighted average discount rate	0.000 0.000
b.	Expected long-term rate of return on plan assets	0.000 0.000
c.	Rate of compensation increase	0.000 0.000
d.	Interest crediting rates (for cash balance plans and other plans with promised interest crediting rates)	0.000 0.000
	Weighted-average assumptions used to determine projected benefit obligations as of Dec. 31:	
e.	Weighted average discount rate	0.000 0.000
f.	Rate of compensation increase	0.000 0.000
g.	Interest crediting rates (for cash balance plans and other plans with promised interest crediting rates)	0.000 0.000

(8) Not Applicable

(9) Not Applicable

(10)	The following estimated future payments, which reflect expected future service, as appropriate, are expected to be paid in the years indicated:	
2023	\$	0
2024	\$	0
2025	\$	0
2026	\$	0
2027	\$	0
2028 thru 2032	\$	0

B.
(1) Information about Plan Assets

Not Applicable

C.
(1) Fair Value Measurements at December 31,2022

Not Applicable

D. Narrative description of expected long term rate of return assumption
Not Applicable

E. Defined Contribution Plan
Not Applicable

F. Multiemployer Plans
Not Applicable

NOTES TO FINANCIAL STATEMENTS

- G. Consolidated/Holding Company Plans
- Not Applicable
- H. Postemployment benefits and Compensated Absences
- Not Applicable
- I. Impact of Medicare Modernization Act on Postretirement Benefits (INT 04-
- Not Applicable

13 Capital and Surplus, Dividend Restrictions and Quasi-Reorganizations

- A. The Company has 70,000 shares authorized, issued and outstanding as of December 31, 2022. All shares have a stated par value of \$100.
- B. Preferred Stock
- Not applicable.
- C. There are no dividend restrictions.
- D. The Company did not pay any dividend to its parent in 2022.

--	--	--

- E. The maximum amount of dividends that can be paid by New Hampshire-domiciled insurance companies to shareholders without prior approval of the Insurance Commissioner is less than 10% of surplus or net income. The maximum dividend payout which may be made without prior approval in 2023 is \$ 244,309.
- F. The Company does not have restricted unassigned surplus.
- G. The Company had no advances to surplus.
- H. The Company does not hold stock for special purposes.
- I. The Company does not hold special surplus funds.
- J. The portion of unassigned funds (surplus) represented or reduced by cumulative unrealized gains and losses:
- Not Applicable
- K. The company issued the following surplus debentures or similar obligations:
- Not Applicable
- L. The impact of any restatement due to prior quasi-reorganizations is as follows:
- Not Applicable
- M. Not Applicable

14. Liabilities, Contingencies and Assessments

- A. Contingent Commitments
- Refer to Note 10E
- (Total SSAP No. 97 - Investments in Subsidiary Partnerships and Limited Liability Companies \$ 0

NOTES TO FINANCIAL STATEMENTS

(2)

1	2	3	4	5
	Liability recognition of guarantee. (Include amount recognized at inception. If no initial recognition, document exception allowed under SSAP No. 5R)	Ultimate financial statement impact if action under the guarantee is required	Maximum potential amount of future payments (undiscounted) the guarantor could be required to make under the guarantee. If unable to develop an estimate, this should be specifically noted. (a)	Current status of payment or performance risk of guarantee. Also provide additional discussion as warranted
Nature and circumstances of guarantee and key attributes, including date and duration of agreement				
Total	0	X X X	0	X X X

(a) Pursuant to the terms of the guarantee, the Company would be required to perform in the event of default by the Company, but would also be permitted to take control of the real estate.

- (3)
- a.

Aggregate Maximum Potential of Future Payments of All Guarantees
(undiscounted) the guarantor could be required to make under guarantees.
(Should equal total of Column 4 for (2) above.)

\$	0
\$	0
\$	0
\$	0
\$	0
\$	0
\$	0
\$	0
\$	0

- b.

Current Liability Recognized in F/S:
1. Noncontingent Liabilities
2. Contingent Liabilities
- c.

Ultimate Financial Statement Impact if action under the guarantee is required.
1. Investments in SCA
2. Joint Venture
3. Dividends to Stockholders (capital contribution)
4. Expense
5. Other
6. Total (Should equal (3)a.)

B. Assessments

- (1)
- The Company is subject to guaranty fund and other assessments by the states in which it writes business. Guaranty fund assessments and premium-based assessments are presumed probable when the premium on which the assessments are expected to be based are written. In the case of loss-based assessments, the event that obligates the entity is an entity incurring the losses on which the assessments are expected to be based.

The Company has no net guaranty fund or other assessment liabilities to report. Refer to Note 26.

- (2)
- a.

Assets recognized from paid and accrued premium tax offsets and policy surcharges prior year-end

\$

0

- b.

Decreases current year:

- c.

Increases current year:

- d.

Assets recognized from paid and accrued premium tax offsets and policy surcharges current year-end

\$

0

- (3)
- a.

Discount Rate Applied

0.000

Name of the Insolvency	Guaranty Fund Assessment		Related Assets	
	Undiscounted	Discounted	Undiscounted	Discounted

NOTES TO FINANCIAL STATEMENTS

c. Number of Jurisdictions, Ranges of Years Used to Discount and Weighted Average Number of Years on the Discountin
Period for Payables and Recoverables by Insolvency:

Name of the Insolvency	Payables			Recoverables		
	Number of Jurisdicti	Range of Years	Weighted Average	Number of Jurisdictions	Range of Year	Weighted Avera
			Number of Years			Number of Years

C. Gain Contingencies

Not Applicable

D. Claims related extra contractual obligations and bad faith losses stemming from lawsuits

Claims related ECO and bad faith losses paid during the reporting period \$ 829,027

Number of claims where amounts were paid to settle claims related extra contractual obligations or bad faith
claims resulting from lawsuits during the reporting period: (a) 0-25 claims (b) 26-50 claims (c) 51-100 claims
(d) 101-500 claims (e) More than 500 claims

Answer (A, B, C, D, or E): B

Indicate whether claim count information is disclosed (f) per claim or (g) per claimant

Answer (F or G): F

E. Product Warranties

Not Applicable

F. Joint and Several Liabilities

The Company is not a participant in any joint and several liabilities.

G. All Other Contingencies

Lawsuits arise against the Company in the normal course of business. Contingent liabilities arising from litigation, income taxes, and other matters are not considered material in relation to the financial position of the Company.
As disclosed in Note 9 F, the Company is a member of a controlled group for federal income tax purposes, and that group includes LMGI. LMGI is the plan sponsor of the Liberty Mutual Retirement Benefit Plan, a qualified plan under federal law. Pursuant to federal law, if LMGI has not made the minimum required contributions with respect to the Liberty Mutual Retirement Benefit Plan, the Company, jointly and severally with all other members of the controlled group, would be contingently liable to make such contributions

15. Leases.

A. Lessee Leasing Arrangements

The Company has no net lease obligations. Refer to Note 26.

(1)

- a. Not applicable
- b. Not applicable
- c. Not applicable

(2)

- a. At December 31, 2023, the minimum aggregate rental commitments are as follows:
(Dollars in thousands)

Operating Leases

Year Ending December 31 Operating Leases

2023 (as seen in Notes text)	\$ 0
2024 (as seen in Notes text)	\$ 0
2025 (as seen in Notes text)	\$ 0
2026 (as seen in Notes text)	\$ 0
2027 (as seen in Notes text)	\$ 0
2028 & thereafter	\$ 0
Total	\$ 0

(3) Not Applicable

B. Lessor Leases

(1) Operating Leases

NOTES TO FINANCIAL STATEMENTS

a. Leasing is not a significant part of the Company's business activities.

c. Future minimum lease payment receivables under noncancelable leasing arrangements as of December 31, 2022 are as follows: Operating Leases

Year Ending December 31	
2023 (as seen in Notes text)	\$ 0
2024 (as seen in Notes text)	\$ 0
2025 (as seen in Notes text)	\$ 0
2026 (as seen in Notes text)	\$ 0
2027 (as seen in Notes text)	\$ 0
2028 & thereafter	\$ 0
Total	\$ 0

(2) Leveraged Leases

b. The Company's investment in leveraged leases relates to equipment.... 2022 2021
Dec. 31, 2022 were as shown below: (In thousands) (years as seen in Notes text)

Income from leveraged leases before income tax including investment tax credit	\$ 0	0
Less current income tax	\$ 0	0
Net income from leverage leases	\$ 0	0

c. The components of the investment in leveraged leases at 2022 2021
Dec. 31, 2022 and Dec. 31, 2021 were as shown below: (In thousands) (years as seen in Notes text)

Lease contracts receivable (net principal & interest non-recourse financing)	\$ 0	0
Estimated residual value of leased assets	\$ 0	0
Unearned and deferred income	\$ 0	0
Investment in leveraged leases	\$ 0	0
Deferred income taxes related to leveraged leases	\$ 0	0
Net investment in leveraged leases	\$ 0	0

16. Information About Financial Instruments With Off-Balance Sheet Risk And Financial Instruments With Concentrations of Credit Risk

The Company is not exposed to financial instruments with off-balance sheet risk or concentration of credit risk.

(1) The table below summarizes the face amount of the Company's financial instruments with off-balance-sheet risk.

		ASSETS		LIABILITIES	
		2022	2021	2022	2021
		(years as seen in Notes text)		(years as seen in Notes text)	
a. Swaps	\$	0	0	0	0
b. Futures	\$	0	0	0	0
c. Options	\$	0	0	0	0
d. Totals	\$	0	0	0	0

See Schedule DB of the Company's annual statement for additional detail.

(2) Not Applicable.

(3) Not Applicable.

(4) Not Applicable.

17. Sale, Transfer and Servicing of Financial Assets and Extinguishments of Liabilities

A. Transfers of Receivables Reported as Sales

(1) Not Applicable

(2) Not Applicable

B. Transfers and Servicing of Financial Assets

(1) Not Applicable

NOTES TO FINANCIAL STATEMENTS

1	2	3	4	5	6	7	8
		Original Reporting Schedule of the Transferred Assets	Amount Derecognized from Sale Transaction	Amount that Continues to be recognized in the Statement of Financial position (Col.2 minus 4)	BACV of acquired interest in transferred assets	Reporting Schedule of Acquired Interests	Percentage of interests of a reporting entity's transferred asset acquired by affiliated entities
Identification of Transaction	BACV at Time of Transfer						

C. Wash Sales:

- (1) Not Applicable
- (2) Details by NAIC designation 3 or below of securities sold during the year ended, December 31, 2022 and repacquired within 30 days of the sale date are:

		NAIC Designation*	Number of Transactions	Book Value of Securities Sold	Cost of Securities Repurchased	Gain (Loss)
Description						

* The NAIC Designation Column should indicate 3 through 6 or "U" for Unrated

18. Gain or Loss to the Reporting Entity from Uninsured Plans and the Uninsured Portion of Partially Insured Plans

Not Applicable

19. Direct Premium Written/Produced by Managing General Agents/Third Party Administrators

The Company has no direct premiums written or produced through managing general agents or third party administrators.

20. Fair Value Measurements

A. Inputs Used for Assets and Liabilities Measured at Fair Value

Pursuant to the guidance in SSAP No. 100, Fair Value Measurements, the Company carries no assets or liabilities on its balance sheet measured at fair value.

(1) Fair Value Measurements at Reporting Date

	(1) Description	(2) (Level 1)	(3) (Level 2)	(4) (Level 3)	(6) Net Asset Value	(7) Total
a. Assets at fair Value						
b. Liabilities at fair value						

(2) Fair Value Measurements in (Level 3) of the Fair Value Hierarchy

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
	Beginning Balance at 01/01/2022	Transfers in- to Level 3 (a)	Transfers out of Level 3 (b)	Total gains and (losses) included in Net income	Total gains and (losses) included in Surplus	Purchases	Issuances	Sales	Settlements	Ending Balance at 12/31/2022
Assets:										
Total	\$ 0	0	0	0	0	0	0	0	0	0

NOTES TO FINANCIAL STATEMENTS

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
	Beginning Balance at 01/01/2022	Transfers in- to Level 3 (a)	Transfers out of Level 3 (b)	Total gains and (losses) included in Net income	Total gains and (losses) included in Surplus	Purchases	Issuances	Sales	Settlements	Ending Balance at 12/31/2022
Liabilities:										
Total	\$ 0	0	0	0	0	0	0	0	0	0

B. Other Fair Value Disclosures
Not Applicable

C. Aggregate Fair Value of All Financial Instruments

Type of Financial Instrument	Aggregate Fair Value	Admitted Assets	(Level 1)	(Level 2)	(Level 3)	Net Asset Value (NAV)	Not Practicable (Carrying Value)
01 Cash, Cash Equivalents & Short Term	\$ 25,757	25,757	0	0	0	25,757	0
02 Bonds	\$ 21,846,988	23,369,375	11,129,875	10,717,113	0	0	0
03 Preferred Stock	\$ 0	0	0	0	0	0	0
04 Common Stock	\$ 0	0	0	0	0	0	0
05 Securities Lending	\$ 0	0	0	0	0	0	0
06 Mortgage Loans	\$ 0	0	0	0	0	0	0
07 Surplus Notes	\$ 0	0	0	0	0	0	0
09 Net Derivatives	\$ 0	0	0	0	0	0	0
Total	\$ 21,872,745	23,395,132	11,129,875	10,717,113	0	25,757	0

D. Reasons Not Practical to Estimate Fair Value

Not Applicable
E. Instruments Measures at Net Asset Value (NAV)

The Company elected to use NAV for all money market mutual funds in lieu of fair value as NAV is more readily available. These funds are backed by high quality, very liquid short-term instruments and the probability is remote that the funds would be sold for a value other than NAV.

21. Other items

A. Unusual or Infrequent Items

The Company has no unusual or infrequent items to report.

B. Troubled Debt Restructuring

Not Applicable
C. Other Disclosures

1. Interrogatory 6.1
The Company cedes 100% of its business to Liberty Mutual Insurance Company, the lead company in the Liberty Mutual Pool. Liberty Mutual Insurance Company purchases external catastrophe reinsurance coverage.

Interrogatory 6.2
As a member of the Liberty Intercompany Pool, the Pool employs industry recognized catastrophe modeling software to estimate the Probable Maximum Loss. For property exposures, we utilize RMS's RiskLink v15.0 and AIR's Touchstone v3.1 software. For workers' compensation, Liberty Mutual utilizes RiskLink v15.0 from RMS.

Interrogatory 6.3
The Company cedes 100% of its business to Liberty Mutual Insurance Company, the lead company in the Liberty Mutual Pool. Liberty Mutual Insurance Company purchases external catastrophe reinsurance coverage.

2. Florida Special Disability Trust Fund
Not applicable.

D. Business Interruption Insurance Recoveries
Not Applicable

E. State Transferable and Non-transferable Tax Credits

(1) Description of State Transferrable Tax Credits

The Company does not hold state transferable and/or non-transferable tax credits.

NOTES TO FINANCIAL STATEMENTS

(1)	Description of State Transferable Tax Credits	State	Carrying Value	Unused Amount
(2)	Method of Estimating Utilization of Remaining Transferable and Non-transferable State Tax Credits			
(3)	Impairment Loss			
(4)	State Tax Credits Admitted and Nonadmitted	Total Admitted	Total Non-Admitted	
a.	Transferable	0	0	
b.	Non-transferable	0	0	
F.	Subprime-Mortgage-Related Risk Exposure			
	Not Applicable			
G.	Insurance-Linked Securities (ILS) Contracts			
	Not Applicable			
H.	The Amount That Could Be Realized on Life Insurance Where the Reporting Entity is Owner and Beneficiary or Has Otherwise Obtained Rights to Control the Policy			
	Not Applicable			
22.	Events Subsequent			

The Company evaluated subsequent events through February 23, 2023, the date the annual statement was available to be issued.

There were no events subsequent to December 31, 2022 that would require disclosure.

The Company did not receive any assessments under the Affordable Care Act.

23. Reinsurance

A.	Unsecured Reinsurance Recoverables		
	Excluding amounts arising pursuant to the Intercompany Reinsurance Agreements, there are no unsecured reinsurance recoverables with an individual reinsurer which exceed 3% of policyholder's surplus.		

B.	Reinsurance Recoverable in Dispute					
	Not Applicable					
C.	REINSURANCE ASSUMED AND CEDED					
(1)	Report the maximum amount of return commission which would have been due reinsurers....	Premium Reserve (1)	Commission Equity (2)	Premium Reserve (3)	Commission Equity (4)	Net Premium Reserve (5) Commission Equity (6)
a.	Affiliates	\$ 0	0	2,052,813,880	0	(2,052,813,880) 0
b.	All Other	\$ 1	0	0	0	1 0
c.	TOTAL	\$ 1	0	2,052,813,880	0	(2,052,813,879) 0
d.	Direct Unearned Premium Reserve	\$ 2,052,813,879				
	Line (c) of Column 3 must Equal page 3, Line 9, first inside amt.					
(2)	Additional or return commission ... on any form of profit sharing arrangements					

The Company has no contingent commissions, sliding scale, or other profit sharing commissions for direct, assumed or ceded business.

	REINSURANCE	Direct	Assumed	Ceded	Net
a.	Contingent Commission	\$ 0	0	0	0
b.	Sliding Scale Adjustments	\$ 0	0	0	0
c.	Other Profit Commission Arrangements	\$ 0	0	0	0
d.	TOTAL	\$ 0	0	0	0

(3)	Reinsurance	Covered Exposure	Ultimate Exposure Amt	Fair Value of Assets 12/31	Initial Contract Date	Maturity Date
	Protected Cell Name					
			0	0		

Totals Lines 23C0301 through 23C0305

NOTES TO FINANCIAL STATEMENTS

D. UNCOLLECTIBLE REINSURANCE

The Company did not write off any uncollectible balances in the current year.

(1)

The company has written off in the current year
reinsurance balances due (from the companies listed
below) in the amount of
which is reflected as:

\$0

a.

Losses incurred

\$0

b.

Loss adjustment expenses incurred

\$0

c.

Premiums earned

\$0

d.

Other

\$0

e.

Company

Amount

E. COMMUTATION OF CEDED REINSURANCE

The Company did not commute any reinsurance treaties in the current year.

The company has reported in its operations in the
current year as a result of commutation of
reinsurance with the companies listed below,
amounts that are reflected as:

(1)

Losses Incurred

\$0

(2)

Loss adjustment expenses incurred

\$0

(3)

Premiums Earned

\$0

(4)

Other

\$0

(5)

Company

Amount

F. RETROACTIVE REINSURANCE

The Company does not have any retroactive reinsurance agreements.

(1)

Reported Company

As:

AssumedCeded

a.

Reserves Transferred:

1. Initial Reserves

\$00

2. Adjustments - Prior Year(s)

\$00

3. Adjustments - Current Year

\$00

4. Current Total

\$00

b.

Consideration Paid or Received:

1. Initial Consideration

\$00

2. Adjustments - Prior Year(s)

\$00

3. Adjustments - Current Year

\$00

4. Current Total

\$00

c.

Paid Losses Reimbursed or Recovered:

1. Prior Year(s)

\$00

2. Current Year

\$00

3. Current Total

\$00

d.

Special Surplus from Retroactive Reinsurance:

1. Initial Surplus Gain or Loss

\$00

2. Adjustments - Prior Year(s)

\$00

3. Adjustments - Current Year

\$00

4. Current Year Restricted Surplus

\$00

5. Cumulative Total Transferred to Unassigned Funds

\$00

e.

All cedents and reinsurers involved in all transactions
included in summary totals above:

NOTES TO FINANCIAL STATEMENTS

Column 1: Cedents and Reinsurers Company Name	Assumed Amt	Ceded Amt
Total*	\$ 0	0

* Total amounts must agree with totals in a. 4 above. Include the NAIC Company Code or Alien Insurer Identification Number for each insurer listed.

f.

1. Total Paid Loss/LAE amounts recoverable (for authorized, una and certified reinsurers), and for amounts recoverable the colle (for authorized, unauthorized and certified reinsurers) as respects amounts recoverable from unauthorized reinsurers:

Authorized Reinsurers Total: Company Name	Total Paid/Loss/L Recoverable	Amount over 90 days overdue
Total	\$ 0	0

2. Total Paid Loss/LAE amounts recoverable (for authorized, una and certified reinsurers), and for amounts recoverable the colle (for authorized, unauthorized and certified reinsurers) as respects amounts recoverable from unauthorized reinsurers:

Unauthorized Reinsurers Total: Company Name	Total Paid/Loss/L Recoverable	Amt over 90 Days Overdue	Collateral Held
Total	\$ 0	0	0

3. Total Paid Loss/LAE amounts recoverable (for authorized, una and certified reinsurers), and for amounts recoverable the colle (for authorized, unauthorized and certified reinsurers) as respects amounts recoverable from unauthorized reinsurers:

Certified Reinsurers Total: Company Name	Total Paid/Loss/L Recoverable	Amt over 90 Days Overdue	Collateral Held
Total	\$ 0	0	0

4. Total Paid Loss/LAE amounts recoverable (for authorized, una and certified reinsurers), and for amounts recoverable the colle (for authorized, unauthorized and certified reinsurers) as respects amounts recoverable from unauthorized reinsurers:

	Total Paid/Loss/L	Amt over 90
Total	\$ 0	0

G. Reinsurance Accounted for as a Deposit

The Company has not entered into any reinsurance agreements that have been accounted for as deposits as of December 31, 2022.

H. Disclosures for the Transfer of Property and Casualty Run-off Agreements

The Company has not entered into any agreements which have been approved by their domiciliary regulator and have qualified pursuant to SSAP No. 62R, Property and Casualty Reinsurance to receive P&C Run-off Accounting Treatment.

I. Certified Reinsurer Rating Downgraded or Status Subject to Revocation

- (1) Reporting Entity Ceding to Certified Reinsurer Whose Rating Was Downgraded or Status Subject to Revocation

a.

Name of Certified Reinsurer	Relationship to Reporting Entity	Date of Action	Jurisdiction of Action	Collateral Percentage Requirement		Net Obligation Subject to Collateral	Collateral Required (but not Received)
				Before	After		

- b. The Company does not transact business with Certified Reinsurers.

- (2) Reporting Entity's Certified Reinsurer Rating Downgraded or Status Subject to Revocation

a.

Date of Action	Jurisdiction of Action	Collateral Percentage Requirement		Net Obligation Subject to Collateral	Collateral Required (but not Received)
		Before	After		

NOTES TO FINANCIAL STATEMENTS

b. The Company is not a Certified Reinsurer.

J. Reinsurance Agreements Qualifying for Reinsurer Aggregation

(1) The Counterparty reporting party does not apply to the Company.

(2) The amount of unexhausted limit as of the reporting date.

	Amount of Unexhausted Limit
Name of Reinsurer	

24. Retrospectively Rated Contracts & Contracts Subject to Redetermination

A. The Company does not have net accrued retrospective premiums. Refer to Note 26.

B. The Company does not have net accrued retrospective premiums. Refer to Note 26.

C. The Company does not have net accrued retrospective premiums. Refer to Note 26.

D. Medical loss ratio rebates required pursuant to the Public Health Service Act.

Not Applicable

E.

(1) For Ten Percent (10%) Method of Determining Non-admitted Retrospective Premi

Not Applicable

F. Risk-Sharing Provisions of the Affordable Care Act (ACA)

(1) Did the reporting entity write accident and health insurance premium which is subject to the Affordable Care Act risk sharing provisions (YES/NO)?

NO

The Company did not receive any assessments under the Affordable Care Act.

(2) Impact of Risk Sharing Provisions of the Affordable Care Act on Admitted Assets, Liabilities and Revenue for the Current Year.

a. Permanent ACA Risk Adjustment Program

Assets

AMOUNT

1. Premium adjustments receivable due to ACA Risk

Adjustment Liabilities

\$ 0

Liabilities

2. Risk adjustment user fees payable for ACA Risk Adjustment

\$ 0

3. Premium adjustments payable due to ACA Risk

Adjustment Operations (Revenue & Expense)

\$ 0

Operations (Revenue & Expense)

4. Reported as revenue in premium for accident and health contracts

(written/collected) due to ACA Risk Adjustment

\$ 0

5. Reported in expenses as ACA risk adjustment user fees

(incurred/paid)

\$ 0

b. Transitional ACA Reinsurance Program

Assets

1. Amounts recoverable for claims paid due to ACA Reinsurance

\$ 0

2. Amounts recoverable for claims unpaid due to ACA

Reinsurance (Contra Liability)

\$ 0

3. Amounts receivable relating to uninsured plans for contributions

for ACA Reinsurance

\$ 0

Liabilities

4. Liabilities for contributions payable due to ACA Reinsurance

-not reported as ceded premium

\$ 0

5. Ceded reinsurance premiums payable due to ACA Reinsurance

\$ 0

NOTES TO FINANCIAL STATEMENTS

6. Liabilities for amounts held under uninsured plans contributions for ACA Reinsurance	\$0
Operations (Revenue & Expense)	
7. Ceded reinsurance premiums due to ACA Reinsurance	\$0
8. Reinsurance recoveries (income statement) due to ACA Reinsurance payments or expected payments	\$0
9. ACA Reinsurance contributions- not reported as ceded premium	\$0
c. Temporary ACA Risk Corridors Program	
Assets	
1. Accrued retrospective premium due to ACA Risk Corridors	\$0
Liabilities	
2. Reserve for rate credits or policy experience rating refunds due to ACA Risk Corridors	\$0
Operations (Revenue & Expense)	
3. Effect of ACA Risk Corridors on net premium income (paid/received)	\$0
4. Effect of ACA risk Corridors on change in reserves for rate credits	\$0

Roll-forward of prior year ACA risk-sharing provisions for the following asset (gross of any nonadmission) and liability balances, along with the reason for adjustments to prior year balance.

	Accrued During the Prior Year on Business Written Before December 31 of the Prior Year		Received or Paid as of the Current Year on Business Written Before December 31 of the Prior Year		Differences		Adjustments		Unsettled of the Reporting Date	
					Prior Year Accrued Less Payments (Col 1 - 3)	Prior Year Accrued Less Payments (Col 2 - 4)	To Prior Year Balances	To Prior Year Balances	Cumulative Balance from Prior Years (Col 1 - 3 + 7)	Cumulative Balance from Prior Years (Col 2 - 4 + 8)
					5	6	7	8	R	
	1	2	3	4	5	6	7	8	E	9
	Receivable	(Payable)	Receivable	(Payable)	Receivable	(Payable)	Receivable	(Payable)	F	Receivable
a. Permanent ACA Risk Adjustment Program										
1. Premium adjustments receivable	0	0	0	0	0	0	0	0	A	0
2. Premium adjustments (payable)	0	0	0	0	0	0	0	0	B	0
3. Subtotal ACA Permanent Risk Adjustment Program	0	0	0	0	0	0	0	0		0
b. Transitional ACA Reinsurance Program										
1. Amounts recoverable for claims paid	0	0	0	0	0	0	0	0	C	0
2. Amounts recoverable for claims unpaid (contra liability)	0	0	0	0	0	0	0	0	D	0
3. Amounts receivable relating to uninsured plans	0	0	0	0	0	0	0	0	E	0
4. Liabilities for contributions payable due to ACA Reinsurance - not reported as ceded premium	0	0	0	0	0	0	0	0	F	0
5. Ceded reinsurance premiums payable	0	0	0	0	0	0	0	0	G	0
6. Liability for amounts held under uninsured plans	0	0	0	0	0	0	0	0	H	0
7. Subtotal ACA Transitional Reinsurance Program	0	0	0	0	0	0	0	0		0
c. Temporary ACA Risk Corridors Program										
1. Accrued retrospective premium	0	0	0	0	0	0	0	0	I	0
2. Reserve for rate credits or policy exp. rating refunds	0	0	0	0	0	0	0	0	J	0
3. Subtotal ACA Risk Corridors Program	0	0	0	0	0	0	0	0		0
d. Total for ACA Risk Sharing Provisions	0	0	0	0	0	0	0	0		0

Explanations of Adjustments

- A Not Applicable
- B Not Applicable
- C Not Applicable
- D Not Applicable

NOTES TO FINANCIAL STATEMENTS

- E Not Applicable
- F Not Applicable
- G Not Applicable
- H Not Applicable
- I Not Applicable
- J Not Applicable

(4) Roll-Forward of Risk Corridors Asset and Liability Balances by Progra

Risk Corridors Program Year	Accrued During the Prior Year on Business Written Before December 31 of the Prior Year		Received or Paid as of the Current Year on Business Written Before December 31 of the Prior Year		Differences		Adjustments		Unsettled Balances as of the Reporting Date	
					Prior Year Accrued Less Payments (Col 1 - 3)	Prior Year Accrued Less Payments (Col 2 - 4)	To Prior Year Balances	To Prior Year Balances	R	Cumulativ Balance fr from Prior Year (Cols. 1 - 3 + 7)
					5	6	7	8	E	9
	1	2	3	4	5	6	7	8	F	10
	Receivable	(Payable)	Receivable	(Payable)	Receivable	(Payable)	Receivable	(Payable)		Receivabl (Payable)
a. 2019										
1. Accrued retrospective premium	0	0	0	0	0	0	0	0	A	0 0
2. Reserve for rate credits or policy exp. rating refunds	0	0	0	0	0	0	0	0	B	0 0
b. 2020										
1. Accrued retrospective premium	0	0	0	0	0	0	0	0	C	0 0
2. Reserve for rate credits or policy exp. rating refunds	0	0	0	0	0	0	0	0	D	0 0
c. 2021										
1. Accrued retrospective premium	0	0	0	0	0	0	0	0	E	0 0
2. Reserve for rate credits or policy exp. rating refunds	0	0	0	0	0	0	0	0	F	0 0
d. Total for Risk Corridors	0	0	0	0	0	0	0	0		0 0

24E(4)d (Columns 1 through 10) should equal 24E(3)c3 (Column 1 through 10 respectively)

Explanations of Adjustments

- A Not Applicable
- B Not Applicable
- C Not Applicable
- D Not Applicable
- E Not Applicable
- F Not Applicable

NOTES TO FINANCIAL STATEMENTS

(5) ACA Risk Corridors Receivable as of Reporting Date

		1	2	3	4	5	6
		Estimated Amount to be Filed or Final Amount Filed with CMS	Non-Accrued Amounts for Impairment or Other Reasons	Amounts received from CMS	Asset Balance (Gross of Non-admissions) (1 - 2 - 3)	Non-admitted Amount	Net Admitted Asset (4 - 5)
Risk Corridors Program Year							
a.	2019	\$ 0	0	0	0	0	0
b.	2020	\$ 0	0	0	0	0	0
c.	2021	\$ 0	0	0	0	0	0
d.	Total (a + b + c)	\$ 0	0	0	0	0	0

24E(5)d (Column 4) should equal 24E(3)c1 (Column 9)

24E(5)d (Column 6) should equal 24E(2)c1

25. Changes in Incurred Losses and Loss Adjustment Expenses

A. The Company has no net exposure to changes in incurred losses and loss adjustment expenses. Refer to Note 26.

26. Intercompany Pooling Arrangements

The Company is a member of the Liberty Mutual Second Amended and Restated Intercompany Reinsurance Agreement consisting of the following affiliated companies:

		NAIC Company Number	Pooling Companies	Line of Business
Lead Company:	Liberty Mutual Insurance Company ("LMIC")	23043	50.00%	All Lines
Affiliated	Peerless Insurance Company ("PIC")	24198	20.00%	All Lines
Pool Companies:	Employers Insurance Company of Wausau ("EICOW")	21458	8.00%	All Lines
	Liberty Mutual Fire Insurance Company ("LMFIC")	23035	8.00%	All Lines
	The Ohio Casualty Insurance Company ("OCIC")	24074	8.00%	All Lines
	Safeco Insurance Company of America ("SICOA")	24740	6.00%	All Lines
	American Compensation Insurance Company ("ACI")	45934	0.00%	All Lines
	American Economy Insurance Company ("AEIC")	19690	0.00%	All Lines
	America First Insurance Company ("AFIC")	12696	0.00%	All Lines
	America Fire and Casualty Company ("AFCIC")	24066	0.00%	All Lines
	America First Lloyd's Insurance Company ("AFLIC")	11526	0.00%	All Lines
	American States Insurance Company ("ASIC")	19704	0.00%	All Lines
	American States Insurance Company of Texas ("ASICT")	19712	0.00%	All Lines
	American States Lloyd's Insurance Company ("ASLCO")	31933	0.00%	All Lines
	American States Preferred Insurance Company ("ASPCO")	37214	0.00%	All Lines
	Bloomington Compensation Insurance Company ("BCI")	12311	0.00%	All Lines
	Colorado Casualty Insurance Company ("CCIC")	41785	0.00%	All Lines
	Consolidated Insurance Company ("CIC")	22640	0.00%	All Lines
	Excelsior Insurance Company ("EIC")	11045	0.00%	All Lines
	First National Insurance Company of America ("FNICA")	24724	0.00%	All Lines
	The First Liberty Insurance Corporation ("FST")	33588	0.00%	All Lines
	General Insurance Company of America ("GICA")	24732	0.00%	All Lines
	Golden Eagle Insurance Corporation ("GEIC")	10836	0.00%	All Lines
	Hawkeye-Security Insurance Company ("HSIC")	36919	0.00%	All Lines
	Insurance Company of Illinois ("ICIL")	26700	0.00%	All Lines
	Indiana Insurance Company ("IIC")	22659	0.00%	All Lines
	Ironshore Indemnity Inc. ("III")	23647	0.00%	All Lines
	Ironshore Specialty Insurance Company ("ISIC")	25445	0.00%	All Lines
	Liberty Insurance Corporation ("LIC")	42404	0.00%	All Lines
	Liberty Insurance Underwriters, Inc. ("LIU")	19917	0.00%	All Lines
	Liberty County Mutual Insurance Company ("LCMIC")	19544	0.00%	All Lines
	LM General Insurance Company ("LMGIC")	36447	0.00%	All Lines
	Liberty Lloyd's of Texas Insurance Company ("LLOT")	11041	0.00%	All Lines
	LM Insurance Corporation ("LMC")	33600	0.00%	All Lines
	Liberty Mutual Mid-Atlantic Insurance Company ("LMMaic")	14486	0.00%	All Lines
	Liberty Mutual Personal Insurance Company ("LMPICO")	12484	0.00%	All Lines
	Liberty Northwest Insurance Corporation ("LNW")	41939	0.00%	All Lines
	Liberty Personal Insurance Company ("LPIC")	11746	0.00%	All Lines
	Liberty Surplus Insurance Corporation ("LSI")	10725	0.00%	All Lines
	Meridian Security Insurance Company ("MSI")	23353	0.00%	All Lines
	Mid-American Fire & Casualty Company ("MAFCC")	23507	0.00%	All Lines
	Milbank Insurance Company ("MBK")	41653	0.00%	All Lines
	Montgomery Mutual Insurance Company ("MMIC")	14613	0.00%	All Lines
	The Midwestern Indemnity Company ("MWIC")	23515	0.00%	All Lines

NOTES TO FINANCIAL STATEMENTS

	National Insurance Association ("NIA")	27944	0.00%	All Lines
	The Netherlands Insurance Company ("NIC")	24171	0.00%	All Lines
	North Pacific Insurance Company ("NPIC")	23892	0.00%	All Lines
	Ohio Security Insurance Company ("OSIC")	24082	0.00%	All Lines
	Oregon Automobile Insurance Company ("Oaic")	23922	0.00%	All Lines
	Patrons Mutual Insurance Company of Connecticut ("PMI")	14923	0.00%	All Lines
	Peerless Indemnity Insurance Company ("PIIC")	18333	0.00%	All Lines
	Plaza Insurance Company ("PIC")	30945	0.00%	All Lines
	Rockhill Insurance Company ("RIC")	28053	0.00%	All Lines
	Safeco Insurance Company of Illinois ("SICIL")	39012	0.00%	All Lines
	Safeco Insurance Company of Indiana ("SICIN")	11215	0.00%	All Lines
	Safeco Insurance Company of Oregon ("SICOR")	11071	0.00%	All Lines
	Safeco Lloyds Insurance Company ("SLICO")	11070	0.00%	All Lines
	Safeco National Insurance Company ("SNIC")	24759	0.00%	All Lines
	Safeco Surplus Lines Insurance Company ("SSLIC")	11100	0.00%	All Lines
	State Automobile Mutual Insurance Company ("SAM")	25135	0.00%	All Lines
	State Auto Insurance Company of Ohio ("SOH")	11017	0.00%	All Lines
	State Auto Property & Casualty Insurance Company ("SPC")	25127	0.00%	All Lines
	State Auto Insurance Company of Wisconsin ("SWI")	31755	0.00%	All Lines
	Wausau Business Insurance Company ("WBIC")	26069	0.00%	All Lines
	Wausau General Insurance Company ("WGIC")	26425	0.00%	All Lines
	Wausau Underwriters Insurance Company ("WUIC")	26042	0.00%	All Lines
	West American Insurance Company ("WAIC")	44393	0.00%	All Lines
100% Quota Share Affiliated Com	LM Property and Casualty Insurance Company ("LMPAC")	32352	0.00%	All Lines

Under the terms of the Reinsurance Agreements, the sequence of transactions is as follows:

- A.

Except for WBIC, WGIC and WUIC, each Affiliated Pool Company cedes its underwriting activity to the Lead Company. WBIC, WGIC and WUIC cede 100% of its direct underwriting activity to EICOW.
- B.

After recording the assumed affiliate transactions noted above, the Lead Company records 100% of its external assumed and ceded reinsurance activity.
- C.

The Lead Company's remaining underwriting activity, after processing all internal and external reinsurance, is retroceded to the pool memebers in accordance with each company's pool participation percentage, as noted above.
- D.

There were no members that are parties to reinsurance agreements with non-affiliated reinsurers covering business subject to the pooling agreement and have a contractual right of direct recovery from the non-affiliated reinsurer per the terms of such reinsurance agreements.
- E.

There were no discrepancies between entries regarding pooled business on the assumed and ceded reinsurance schedules of the Lead Company and corresponding entries on the assumed and ceded reinsurance schedules of other pooled participants.
- F.

The write-off of uncollectible reinsurance is pooled and the provision for reinsurance is recognized by the entity placing the outbound external reinsurance.
- G.

The Company has no material amounts due (to)/from affiliated entities participating in the Liberty Mutual Second Amended and Restated Intercompany Reinsurance Agreement as of December 31, 2022.

Affiliate	Amount

27. Structured Settlements

- A.

The Company has no net exposure to contingent liabilities from the purchase of annuities. Refer to Note 26.

	Loss Reserves Eliminated by Annuities	Unrecorded Loss Contingencies
Disclose the amount of reserves no longer carried	\$ 0	0

- B.

Not applicable.

Life Insurance Company and Location	Licensed in Company's State of Domicile	Statement Value (ie: Present Value) of Annuities

28. Health Care Receivables

Not Applicable

29. Participating Policies

NOTES TO FINANCIAL STATEMENTS

Not Applicable

30. Premium Deficiency Reserves

1. Liability carried for premium deficiency reserves

\$

(1)

0
2. Date of the most recent evaluation of this liability

12/31/2022
3. Was anticipated investment income utilized in the calculation?

Yes [X] No []

YES

31. High Deductible

Not Applicable

- A. Reserve Credit Recorded on Unpaid Claims and Amount Billed and Recoverable on Paid Claims for High Deductibles
- Not Applicable
- B. Unsecured High Deductible Recoverables for Individual Obligors Part of a Group Under the Same Management or Control Whic
- Not Applicable
32. Discounting of Liabilities for Unpaid Losses or Unpaid Loss Adjustment Expenses

The Company has no net loss and loss adjustment expense reserves. Refer to Note 26.

A. TABULAR DISCOUNT

		Tabular Discount Included in	
		Schedule P, Part 1*	
		1	2
		CASE	IBNR
Schedule P Lines of Business:			
1. HOME OWNERS / FARMOWNERS	\$	0	0
2. PRIVATE PASSENGER AUTO LIABILITY/MEDICAL	\$	0	0
3. COMMERCIAL AUTO/TRUCK LIABILITY/MEDICAL	\$	0	0
4. WORKERS' COMPENSATION	\$	0	0
5. COMMERCIAL MULTIPLE PERIL	\$	0	0
6. MEDICAL PROFESSIONAL LIABILITY - OCCURRENCE	\$	0	0
7. MEDICAL PROFESSIONAL LIABILITY - CLAIMS-MADE	\$	0	0
8. SPECIAL LIABILITY	\$	0	0
9. OTHER LIABILITY - OCCURRENCE	\$	0	0
10. OTHER LIABILITY - CLAIMS-MADE	\$	0	0
11. SPECIAL PROPERTY	\$	0	0
12. AUTO PHYSICAL DAMAGE	\$	0	0
13. FIDELITY, SURETY	\$	0	0
14. OTHER (INCLUDING CREDIT, A&H)	\$	0	0
15. INTERNATIONAL	\$	0	0
16. REINSURANCE NONPROPORTIONAL ASSUMED PROPERTY	\$	0	0
17. REINSURANCE NONPROPORTIONAL ASSUMED LIABILITY	\$	0	0
18. REINSURANCE NONPROPORTIONAL ASSUMED FINANCIAL LINES	\$	0	0
19. PRODUCTS LIABILITY - OCCURRENCE	\$	0	0
20. PRODUCTS LIABILITY - CLAIMS-MADE	\$	0	0
21. FINANCIAL GUARANTY/MORTGAGE GUARANTY.	\$	0	0
22. WARRANTY	\$	0	0
23. TOTAL	\$	0	0

* Must exclude medical loss reserves and all loss adjustment expense reserves.

Not Applicable

B. NON-TABULAR DISCOUNT

		1	2	3	4
		CASE	IBNR	Defense & Cost Containment Expense	Adjusting & Other Expenses
Schedule P Lines of Business:					
1. HOME OWNERS / FARMOWNERS	\$	0	0	0	0
2. PRIVATE PASSENGER AUTO LIABILITY/MEDICAL	\$	0	0	0	0
3. COMMERCIAL AUTO/TRUCK LIABILITY/MEDICAL	\$	0	0	0	0
4. WORKERS' COMPENSATION	\$	0	0	0	0
5. COMMERCIAL MULTIPLE PERIL	\$	0	0	0	0
6. MEDICAL PROFESSIONAL LIABILITY - OCCURRENCE	\$	0	0	0	0
7. MEDICAL PROFESSIONAL LIABILITY - CLAIMS-MADE	\$	0	0	0	0
8. SPECIAL LIABILITY	\$	0	0	0	0
9. OTHER LIABILITY - OCCURRENCE	\$	0	0	0	0

NOTES TO FINANCIAL STATEMENTS

10. OTHER LIABILITY - CLAIMS-MADE	\$	0	0	0	0
11. SPECIAL PROPERTY	\$	0	0	0	0
12. AUTO PHYSICAL DAMAGE	\$	0	0	0	0
13. FIDELITY, SURETY	\$	0	0	0	0
14. OTHER (INCLUDING CREDIT, A&H)	\$	0	0	0	0
15. INTERNATIONAL	\$	0	0	0	0
16. REINSURANCE NONPROPORTIONAL ASSUMED PROPERTY	\$	0	0	0	0
17. REINSURANCE NONPROPORTIONAL ASSUMED LIABILITY	\$	0	0	0	0
18. REINSURANCE NONPROPORTIONAL ASSUMED FINANCIAL LINES	\$	0	0	0	0
19. PRODUCTS LIABILITY - OCCURRENCE	\$	0	0	0	0
20. PRODUCTS LIABILITY - CLAIMS-MADE	\$	0	0	0	0
21. FINANCIAL GUARANTY/MORTGAGE GUARANTY	\$	0	0	0	0
22. WARRANTY	\$	0	0	0	0
23. TOTAL	\$	0	0	0	0

Columns in the table above should include medical loss reserves and all loss adjustment expense reserves, whether reported as tabular or nontabular in Schedule P.

Not Applicable

33. Asbestos/Environmental Reserves

A. Does the company have on the books, or has it ever written an insured for which you have identified a potential for the existence of, a liability due to asbestos losses?

The Company has no net exposure to asbestos and environmental claims. Refer to Note 26.

(1) Direct:		2018	2019	2020	2021	2022
a. Beginning reserves:	\$	0	0	0	0	0
b. Incurred losses and loss adjustment expense	\$	0	0	0	0	0
c. Calendar year payments for losses & loss adj expenses	\$	0	0	0	0	0
d. Ending reserves	\$	0	0	0	0	0

(2) Assumed Reinsurance:		2018	2019	2020	2021	2022
a. Beginning reserves:	\$	0	0	0	0	0
b. Incurred losses and loss adjustment expense	\$	0	0	0	0	0
c. Calendar year payments for losses & loss adj expenses	\$	0	0	0	0	0
d. Ending reserves	\$	0	0	0	0	0

(3) Net of Ceded Reinsurance:		2018	2019	2020	2021	2022
a. Beginning reserves:	\$	0	0	0	0	0
b. Incurred losses and loss adjustment expense	\$	0	0	0	0	0
c. Calendar year payments for losses & loss adj expenses	\$	0	0	0	0	0
d. Ending reserves	\$	0	0	0	0	0

B. State the amount of the ending reserves for Bulk + IBNR included in A (Loss & LAE):
Not Applicable

C. State the amount of the ending reserves for loss adjustment expenses included in A (Case, Bulk + IBNR):
Not Applicable

D. Does the company have on the books, or has it ever written an insured for which you have identified a potential for the existence of, a liability due to environmental losses

Not Applicable

E. State the amt. of the ending res. for Bulk + IBNR included in D (Loss & LAE):
Not Applicable

F. State the amt. of the ending res. for loss adj. exp. included in D (Case, Bulk + IBNR):
Not Applicable

34. Subscriber Savings Accounts

Not applicable

35. Multiple Peril Crop Insurance

Not Applicable

36. Financial Guaranty Insurance

A. Not Applicable

NOTES TO FINANCIAL STATEMENTS

(1) Installment contracts:

Financial guarantee insurance contacts where premiums are received as installed payments over the period of the contract, rather than at inception:

b. Schedule of premiums (undiscounted) expected to be collected under all installment contracts:

1.		
1st Quarter 2023	\$	0
2nd Quarter 2023	\$	0
3rd Quarter 2023	\$	0
4th Quarter 2023	\$	0
Year 2024	\$	0
Year 2025	\$	0
Year 2026	\$	0
Year 2027	\$	0
2.		
2028 through 2032	\$	0
2033 through 2037	\$	0
2038 through 2042	\$	0

c. Roll forward of the expected future premiums (undiscounted), including:

1. Expected future premiums - Beginning of Year	\$	0
2. Less - Premium payments received for existing installment contracts	\$	0
3. Add - Expected premium payments for new installment contracts	\$	0
4. Adjustments to the expected future premium payments	\$	0
5. Expected future premiums - End of Year	\$	0

(2) Non-installment contacts:

b. Schedule of the future expected earned premium revenue on non-installment contracts as of the latest date of the statement of financial position:

1.		
1st Quarter 2023	\$	0
2nd Quarter 2023	\$	0
3rd Quarter 2023	\$	0
4th Quarter 2023	\$	0
Year 2024	\$	0
Year 2025	\$	0
Year 2026	\$	0
Year 2027	\$	0
2.		
2028 through 2032	\$	0
2033 through 2037	\$	0
2038 through 2042	\$	0

(3) Claim liability:

b. Significant components of the change in the claim liability for the period:

Components		
1. Accretion of the discount	\$	0
2. Change in timing	\$	0
3. New reserves for defaults of insured contracts	\$	0
4. Change in deficiency reserves	\$	0
5. Change in incurred but not reported claims	\$	0
6. Total	\$	0

(4) Description of the insurance enterprise's risk management activities used to track and monitor deteriorating insured financial obligations:

a. Description of each grouping or category used to track and monitor deteriorating insured financial obligations

B. Schedule of insured financial obligations at the end of the period:

Not Applicable

GENERAL INTERROGATORIES

PART 1 – COMMON INTERROGATORIES

GENERAL

1.1 Is the reporting entity a member of an Insurance Holding Company System consisting of two or more affiliated persons, one or more of which is an insurer?

Yes ☒ No ☐

If yes, complete Schedule Y, Parts 1, 1A, 2 and 3

1.2 If yes, did the reporting entity register and file with its domiciliary State Insurance Commissioner, Director or Superintendent or with such regulatory official of the state of domicile of the principal insurer in the Holding Company System, a registration statement providing disclosure substantially similar to the standards adopted by the National Association of Insurance Commissioners (NAIC) in its Model Insurance Holding Company System Regulatory Act and model regulations pertaining thereto, or is the reporting entity subject to standards and disclosure requirements substantially similar to those required by such Act and regulations?

Yes ☒ No ☐ N/A ☐

1.3 State Regulating?

New Hampshire

1.4 Is the reporting entity publicly traded or a member of a publicly traded group?

Yes ☐ No ☒

1.5 If the response to 1.4 is yes, provide the CIK (Central Index Key) code issued by the SEC for the entity/group.

2.1 Has any change been made during the year of this statement in the charter, by-laws, articles of incorporation, or deed of settlement of the reporting entity?

Yes ☐ No ☒

2.2 If yes, date of change:

3.1 State as of what date the latest financial examination of the reporting entity was made or is being made.

12/31/2018

3.2 State the as of date that the latest financial examination report became available from either the state of domicile or the reporting entity. This date should be the date of the examined balance sheet and not the date the report was completed or released.

12/31/2018

3.3 State as of what date the latest financial examination report became available to other states or the public from either the state of domicile or the reporting entity. This is the release date or completion date of the examination report and not the date of the examination (balance sheet date).

06/19/2020

3.4 By what department or departments?
Massachusetts Division of Insurance
.
.
.
.

3.5 Have all financial statement adjustments within the latest financial examination report been accounted for in a subsequent financial statement filed with departments?

Yes ☐ No ☐ N/A ☒

3.6 Have all of the recommendations within the latest financial examination report been complied with?

Yes ☒ No ☐ N/A ☐

4.1 During the period covered by this statement, did any agent, broker, sales representative, non-affiliated sales/service organization or any combination thereof under common control (other than salaried employees of the reporting entity) receive credit or commissions for or control a substantial part (more than 20 percent of any major line of business measured on direct premiums) of:

4.11 sales of new business?

Yes ☐ No ☒

4.12 renewals?

Yes ☐ No ☒

4.2 During the period covered by this statement, did any sales/service organization owned in whole or in part by the reporting entity or an affiliate, receive credit or commissions for or control a substantial part (more than 20 percent of any major line of business measured on direct premiums) of:

4.21 sales of new business?

Yes ☒ No ☐

4.22 renewals?

Yes ☒ No ☐

5.1 Has the reporting entity been a party to a merger or consolidation during the period covered by this statement?

Yes ☐ No ☒

If yes, complete and file the merger history data file with the NAIC.

GENERAL INTERROGATORIES

5.2 If yes, provide the name of the entity, NAIC Company Code, and state of domicile (use two letter state abbreviation) for any entity that has ceased to exist as a result of the merger or consolidation.

1 Name of Entity	2 NAIC Company Code	3 State of Domicile

6.1 Has the reporting entity had any Certificates of Authority, licenses or registrations (including corporate registration, if applicable) suspended or revoked by any governmental entity during the reporting period? Yes [] No [X]

6.2 If yes, give full information:
.....
.....
.....
.....

7.1 Does any foreign (non-United States) person or entity directly or indirectly control 10% or more of the reporting entity? Yes [] No [X]

7.2 If yes,
7.21 State the percentage of foreign control. _____ %
7.22 State the nationality(s) of the foreign person(s) or entity(s); or if the entity is a mutual or reciprocal, the nationality of its manager or attorney-in-fact and identify the type of entity(s) (e.g., individual, corporation, government, manager or attorney-in-fact).

1 Nationality	2 Type of Entity

8.1 Is the company a subsidiary of a depository institution holding company (DIHC) or a DIHC itself, regulated by the Federal Reserve Board? Yes [] No [X]

8.2 If response to 8.1 is yes, please identify the name of the DIHC.
.....
.....
.....
.....

8.3 Is the company affiliated with one or more banks, thrifts or securities firms? Yes [] No [X]

8.4 If response to 8.3 is yes, please provide the names and locations (city and state of the main office) of any affiliates regulated by a federal financial regulatory services agency [i.e. the Federal Reserve Board (FRB), the Office of the Comptroller of the Currency (OCC), the Federal Deposit Insurance Corporation (FDIC) and the Securities Exchange Commission (SEC)] and identify the affiliate's primary federal regulator.

1 Affiliate Name	2 Location (City, State)	3 FRB	4 OCC	5 FDIC	6 SEC

8.5 Is the reporting entity a depository institution holding company with significant insurance operations as defined by the Board of Governors of Federal Reserve System or a subsidiary of the depository institution holding company? Yes [] No [X]

8.6 If response to 8.5 is no, is the reporting entity a company or subsidiary of a company that has otherwise been made subject to the Federal Reserve Board's capital rule? Yes [] No [X] N/A []

9. What is the name and address of the independent certified public accountant or accounting firm retained to conduct the annual audit?
Ernst & Young, LLP
200 Clarendon Street
Boston, MA 02116
.....
.....

GENERAL INTERROGATORIES

10.1

Has the insurer been granted any exemptions to the prohibited non-audit services provided by the certified independent public accountant requirements as allowed in Section 7H of the Annual Financial Reporting Model Regulation (Model Audit Rule), or substantially similar state law or regulation?

Yes ☐ No ☒

10.2

If response to 10.1 is yes, provide information related to this exemption:

10.3

Has the insurer been granted any exemptions related to the other requirements of the Annual Financial Reporting Model Regulation as allowed for in Section 18A of the Model Regulation, or substantially similar state law or regulation?

Yes ☐ No ☒

10.4

If response to 10.3 is yes, provide information related to this exemption:

10.5

Has the reporting entity established an Audit Committee in compliance with the domiciliary state insurance laws?

Yes ☒ No ☐ N/A ☐

10.6

If the response to 10.5 is no or n/a, please explain.

11.

What is the name, address and affiliation (officer/employee of the reporting entity or actuary/consultant associated with an actuarial consulting firm) of the individual providing the statement of actuarial opinion/certification?

Stephanie Neyenhouse FCAS, MAAA
175 Berkeley Street, Boston, MA 02116
Vice President and Chief Actuary, Liberty Mutual Group Inc.

12.1

Does the reporting entity own any securities of a real estate holding company or otherwise hold real estate indirectly?

Yes ☐ No ☒

12.11

Name of real estate holding company

12.12

Number of parcels involved

12.13

Total book/adjusted carrying value

\$

12.2

If yes, provide explanation:

13.

FOR UNITED STATES BRANCHES OF ALIEN REPORTING ENTITIES ONLY:

13.1

What changes have been made during the year in the United States manager or the United States trustees of the reporting entity?

13.2

Does this statement contain all business transacted for the reporting entity through its United States Branch on risks wherever located?

Yes ☐ No ☒

13.3

Have there been any changes made to any of the trust indentures during the year?

Yes ☐ No ☒

13.4

If answer to (13.3) is yes, has the domiciliary or entry state approved the changes?

Yes ☐ No ☐ N/A ☒

GENERAL INTERROGATORIES

14.1 Are the senior officers (principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions) of the reporting entity subject to a code of ethics, which includes the following standards?

a. Honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships;

b. Full, fair, accurate, timely and understandable disclosure in the periodic reports required to be filed by the reporting entity;

c. Compliance with applicable governmental laws, rules, and regulations;

d. The prompt internal reporting of violations to an appropriate person or persons identified in the code; and

e. Accountability for adherence to the code.

Yes [X] No []

14.11 If the response to 14.1 is no, please explain:

N/A

14.2 Has the code of ethics for senior managers been amended?

Yes [X] No []

14.21 If the response to 14.2 is yes, provide information related to amendment(s).

To modernize and provide greater clarity, in October 2022, we launched a revamped Code of Business Ethics & Conduct containing interactive elements, real-life examples, and new sections covering Competitor Information and Anti-Money Laundering.

14.3 Have any provisions of the code of ethics been waived for any of the specified officers?

Yes [] No [X]

14.31 If the response to 14.3 is yes, provide the nature of any waiver(s).

15.1 Is the reporting entity the beneficiary of a Letter of Credit that is unrelated to reinsurance where the issuing or confirming bank is not on the SVO Bank List?

Yes [] No [X]

15.2 If the response to 15.1 is yes, indicate the American Bankers Association (ABA) Routing Number and the name of the issuing or confirming bank of the Letter of Credit and describe the circumstances in which the Letter of Credit is triggered.

1 American Bankers Association (ABA) Routing Number	2 Issuing or Confirming Bank Name	3 Circumstances That Can Trigger the Letter of Credit	4 Amount

BOARD OF DIRECTORS

16. Is the purchase or sale of all investments of the reporting entity passed upon either by the board of directors or a subordinate committee thereof?

Yes [X] No []

17. Does the reporting entity keep a complete permanent record of the proceedings of its board of directors and all subordinate committees thereof?

Yes [X] No []

18. Has the reporting entity an established procedure for disclosure to its board of directors or trustees of any material interest or affiliation on the part of any of its officers, directors, trustees or responsible employees that is in conflict or is likely to conflict with the official duties of such person?

Yes [X] No []

FINANCIAL

19. Has this statement been prepared using a basis of accounting other than Statutory Accounting Principles (e.g., Generally Accepted Accounting Principles)?

Yes [] No [X]

GENERAL INTERROGATORIES

20.1 Total amount loaned during the year (inclusive of Separate Accounts, exclusive of policy loans):

20.11 To directors or other officers

20.12 To stockholders not officers

20.13 Trustees, supreme or grand (Fraternal only)

\$

\$

\$

20.2 Total amount of loans outstanding at the end of year (inclusive of Separate Accounts, exclusive of policy loans):

20.21 To directors or other officers

20.22 To stockholders not officers

20.23 Trustees, supreme or grand (Fraternal only)

\$

\$

\$

21.1 Were any assets reported in this statement subject to a contractual obligation to transfer to another party without the liability for such obligation being reported in the statement?

Yes [] No [X]

21.2 If yes, state the amount thereof at December 31 of the current year:

21.21 Rented from others

21.22 Borrowed from others

21.23 Leased from others

21.24 Other

\$

\$

\$

\$

22.1 Does this statement include payments for assessments as described in the Annual Statement Instructions other than guaranty fund or guaranty association assessments?

Yes [] No [X]

22.2 If answer is yes:

22.21 Amount paid as losses or risk adjustment

22.22 Amount paid as expenses

22.23 Other amounts paid

\$

\$

\$

23.1 Does the reporting entity report any amounts due from parent, subsidiaries or affiliates on Page 2 of this statement?

Yes [X] No []

23.2 If yes, indicate any amounts receivable from parent included in the Page 2 amount:

\$

24.1 Does the insurer utilize third parties to pay agent commissions in which the amounts advanced by the third parties are not settled in full within 90 days?

Yes [] No [X]

24.2 If the response to 24.1 is yes, identify the third-party that pays the agents and whether they are a related party.

1	2
Name of Third Party	Is the Third-Party Agent a Related Party (Yes/No)

INVESTMENT

25.01 Were all the stocks, bonds and other securities owned December 31 of current year, over which the reporting entity has exclusive control, in the actual possession of the reporting entity on said date? (other than securities lending programs addressed in 25.03)

Yes [X] No []

25.02 If no, give full and complete information, relating thereto:

25.03 For security lending programs, provide a description of the program including value for collateral and amount of loaned securities, and whether collateral is carried on or off-balance sheet. (an alternative is to reference Note 17 where this information is also provided)

The Company participates in a Securities Lending Program to generate additional income, whereby certain fixed income and mortgage backed securities are loaned for a period of time from the Company's portfolio to qualifying third parties, via a lending agent. The company does not participate in term loans; therefore, the company does not have contractual collateral transactions that extend beyond one year from the reporting date. Borrowers of these securities provide collateral equal to or in excess of 102% of the market value of the loaned securities. Acceptable collateral may be in the form of cash or U.S. Government securities, such as Treasuries and Agency Bonds. The market value of the loaned securities is monitored and additional collateral is obtained if the market value of the collateral falls below 102% of the market value of the loaned securities. Additionally, the lending agent indemnifies the Company against borrower defaults. Cash collateral is carried as an asset with an offsetting liability on the balance sheet, as the collateral is unrestricted and the Company can exercise discretion as to how the collateral is invested. The loaned securities remain a recorded asset of the Company.

GENERAL INTERROGATORIES

25.04 For the reporting entity's securities lending program, report amount of collateral for conforming programs as outlined in the Risk Based Capital Instructions.

\$

25.05 For the reporting entity's securities lending program report amount of collateral for other programs.

\$

25.06 Does your securities lending program require 102% (domestic securities) and 105% (foreign securities) from the counterparty at the outset of the contract?

Yes ☐ No ☐ N/A ☒

25.07 Does the reporting entity non-admit when the collateral received from the counterparty falls below 100%?

Yes ☐ No ☐ N/A ☒

25.08 Does the reporting entity or the reporting entity's securities lending agent utilize the Master Securities Lending Agreement (MSLA) to conduct securities lending?

Yes ☐ No ☐ N/A ☒

25.09 For the reporting entity's security lending program, state the amount of the following as of December 31 of the current year:

25.091 Total fair value of reinvested collateral assets reported on Schedule DL, Parts 1 and 2

\$

25.092 Total book adjusted/carrying value of reinvested collateral assets reported on Schedule DL, Parts 1 and 2

\$

25.093 Total payable for securities lending reported on the liability page

\$

26.1 Were any of the stocks, bonds or other assets of the reporting entity owned at December 31 of the current year not exclusively under the control of the reporting entity or has the reporting entity sold or transferred any assets subject to a put option contract that is currently in force? (Exclude securities subject to Interrogatory 21.1 and 25.03).

Yes ☒ No ☐

26.2 If yes, state the amount thereof at December 31 of the current year:

26.21 Subject to repurchase agreements

\$

26.22 Subject to reverse repurchase agreements

\$

26.23 Subject to dollar repurchase agreements

\$

26.24 Subject to reverse dollar repurchase agreements

\$

26.25 Placed under option agreements

\$

26.26 Letter stock or securities restricted as to sale -

excluding FHLB Capital Stock

\$

26.27 FHLB Capital Stock

\$

26.28 On deposit with states

\$5,538,252

26.29 On deposit with other regulatory bodies

\$

26.30 Pledged as collateral - excluding collateral

pledged to an FHLB

\$

26.31 Pledged as collateral to FHLB - including

assets backing funding agreements

\$

26.32 Other

\$

26.3 For category (26.26) provide the following:

1	2	3
Nature of Restriction	Description	Amount

27.1 Does the reporting entity have any hedging transactions reported on Schedule DB?

Yes ☐ No ☒

GENERAL INTERROGATORIES

27.2 If yes, has a comprehensive description of the hedging program been made available to the domiciliary state?
If no, attach a description with this statement.

Yes [] No [] N/A [X]

LINES 27.3 through 27.5 : FOR LIFE/FRATERNAL REPORTING ENTITIES ONLY:

27.3 Does the reporting entity utilize derivatives to hedge variable annuity guarantees subject to fluctuations as a result of interest rate sensitivity?

Yes [] No []

27.4 If the response to 27.3 is YES, does the reporting entity utilize:

27.41 Special accounting provision of SSAP No. 108

27.42 Permitted accounting practice

27.43 Other accounting guidance

Yes [] No []

Yes [] No []

Yes [] No []

27.5 By responding YES to 27.41 regarding utilizing the special accounting provisions of SSAP No. 108, the reporting entity attests to the following:

Yes [] No []

- The reporting entity has obtained explicit approval from the domiciliary state.
- Hedging strategy subject to the special accounting provisions is consistent with the requirements of VM-21.
- Actuarial certification has been obtained which indicates that the hedging strategy is incorporated within the establishment of VM-21 reserves and provides the impact of the hedging strategy within the Actuarial Guideline Conditional Tail Expectation Amount.
- Financial Officer Certification has been obtained which indicates that the hedging strategy meets the definition of a Clearly Defined Hedging Strategy within VM-21 and that the Clearly Defined Hedging Strategy is the hedging strategy being used by the company in its actual day-to-day risk mitigation efforts.

28.1 Were any preferred stocks or bonds owned as of December 31 of the current year mandatorily convertible into equity, or, at the option of the issuer, convertible into equity?

Yes [] No [X]

28.2 If yes, state the amount thereof at December 31 of the current year.

\$ _____

29. Excluding items in Schedule E - Part 3 - Special Deposits, real estate, mortgage loans and investments held physically in the reporting entity's offices, vaults or safety deposit boxes, were all stocks, bonds and other securities, owned throughout the current year held pursuant to a custodial agreement with a qualified bank or trust company in accordance with Section 1, III - General Examination Considerations, F. Outsourcing of Critical Functions, Custodial or Safekeeping Agreements of the NAIC Financial Condition Examiners Handbook?

Yes [X] No []

29.01 For agreements that comply with the requirements of the NAIC Financial Condition Examiners Handbook, complete the following:

1 Name of Custodian(s)	2 Custodian's Address
.....	
.....	

29.02 For all agreements that do not comply with the requirements of the NAIC Financial Condition Examiners Handbook, provide the name, location and a complete explanation:

1 Name(s)	2 Location(s)	3 Complete Explanation(s)
.....		
.....		

29.03 Have there been any changes, including name changes, in the custodian(s) identified in 29.01 during the current year?

Yes [] No [X]

29.04 If yes, give full and complete information relating thereto:

1 Old Custodian	2 New Custodian	3 Date of Change	4 Reason
.....			
.....			

GENERAL INTERROGATORIES

29.05 Investment management - Identify all investment advisors, investment managers, broker/dealers, including individuals that have the authority to make investment decisions on behalf of the reporting entity. For assets that are managed internally by employees of the reporting entity, note as such. ["... that have access to the investment accounts"; "...handle securities"]

1 Name Firm or Individual	2 Affiliation
Liberty Mutual Group Asset Management Inc.	A

29.0597 For those firms/individuals listed in the table for Question 29.05, do any firms/individuals unaffiliated with the reporting entity (i.e., designated with a "U") manage more than 10% of the reporting entity's invested assets? Yes [] No [X]

29.0598 For firms/individuals unaffiliated with the reporting entity (i.e., designated with a "U") listed in the table for Question 29.05, does the total assets under management aggregate to more than 50% of the reporting entity's invested assets? Yes [] No [X]

29.06 For those firms or individuals listed in the table 29.05 with an affiliation code of "A" (affiliated) or "U" (unaffiliated), provide the information for the table below.

1 Name Firm or Individual	2 Central Registration Depository Number	3 Legal Entity Identifier (LEI)	4 Registered With	5 Investment Management Agreement (IMA) Filed
Liberty Mutual Group Asset Management Inc.	N/A	N/A	N/A	DS

30.1 Does the reporting entity have any diversified mutual funds reported in Schedule D – Part 2 (diversified according to the Securities and Exchange Commission (SEC) in the Investment Company Act of 1940 [Section 5 (b) (1)])? Yes [] No [X]

30.2 If yes, complete the following schedule:

1 CUSIP #	2 Name of Mutual Fund	3 Book/Adjusted Carrying Value
30.2999 TOTAL		

30.3 For each mutual fund listed in the table above, complete the following schedule:

1 Name of Mutual Fund (from above table)	2 Name of Significant Holding of the Mutual Fund	3 Amount of Mutual Fund's Book/Adjusted Carrying Value Attributable to the Holding	4 Date of Valuation

31. Provide the following information for all short-term and long-term bonds and all preferred stocks. Do not substitute amortized value or statement value for fair value.

	1 Statement (Admitted) Value	2 Fair Value	3 Excess of Statement over Fair Value (-), or Fair Value over Statement (+)
31.1 Bonds	23,369,376	21,846,988	(1,522,388)
31.2 Preferred stocks			
31.3 Totals	23,369,376	21,846,988	(1,522,388)

GENERAL INTERROGATORIES

31.4 Describe the sources or methods utilized in determining the fair values:
The primary source for reported fair values is our pricing vendor, Interactive Data Corporation, followed by backfill from Reuters, Bloomberg, Barclays, Merrill Lynch, and Markit for Term Loan securities. Lastly, management determines fair value based on quoted market prices of similar financial instruments or by using industry recognized valuation techniques.

32.1 Was the rate used to calculate fair value determined by a broker or custodian for any of the securities in Schedule D?

Yes ☐ No ☒

32.2 If the answer to 32.1 is yes, does the reporting entity have a copy of the broker's or custodian's pricing policy (hard copy or electronic copy) for all brokers or custodians used as a pricing source?

Yes ☐ No ☐

32.3 If the answer to 32.2 is no, describe the reporting entity's process for determining a reliable pricing source for purposes of disclosure of fair value for Schedule D:

33.1 Have all the filing requirements of the Purposes and Procedures Manual of the NAIC Investment Analysis Office been followed?

Yes ☒ No ☐

33.2 If no, list exceptions:

34 By self-designating 5GI securities, the reporting entity is certifying the following elements of each self-designated 5GI security:
a. Documentation necessary to permit a full credit analysis of the security does not exist or an NAIC CRP credit rating for an FE or PL security is not available.
b. Issuer or obligor is current on all contracted interest and principal payments.
c. The insurer has an actual expectation of ultimate payment of all contracted interest and principal.
Has the reporting entity self-designated 5GI securities?

Yes ☐ No ☒

35 By self-designating PLGI securities, the reporting entity is certifying the following elements of each self-designated PLGI security:
a. The security was purchased prior to January 1, 2018.
b. The reporting entity is holding capital commensurate with the NAIC Designation reported for the security.
c. The NAIC Designation was derived from the credit rating assigned by an NAIC CRP in its legal capacity as an NRSRO which is shown on a current private letter rating held by the insurer and available for examination by state insurance regulators.
d. The reporting entity is not permitted to share this credit rating of the PL security with the SVO.
Has the reporting entity self-designated PLGI securities?

Yes ☐ No ☒

36. By assigning FE to a Schedule BA non-registered private fund, the reporting entity is certifying the following elements of each self-designated FE fund:
a. The shares were purchased prior to January 1, 2019.
b. The reporting entity is holding capital commensurate with the NAIC Designation reported for the security.
c. The security had a public credit rating(s) with annual surveillance assigned by an NAIC CRP in its legal capacity as an NRSRO prior to January 1, 2019.
d. The fund only or predominantly holds bonds in its portfolio.
e. The current reported NAIC Designation was derived from the public credit rating(s) with annual surveillance assigned by an NAIC CRP in its legal capacity as an NRSRO.
f. The public credit rating(s) with annual surveillance assigned by an NAIC CRP has not lapsed.

Has the reporting entity assigned FE to Schedule BA non-registered private funds that complied with the above criteria?

Yes ☐ No ☒

37. By rolling/renewing short-term or cash-equivalent investments with continued reporting on Schedule DA, part 1 or Schedule E Part 2 (identified through a code (%) in those investment schedules), the reporting entity is certifying to the following:
a. The investment is a liquid asset that can be terminated by the reporting entity on the current maturity date.
b. If the investment is with a nonrelated party or nonaffiliate, then it reflects an arms-length transaction with renewal completed at the discretion of all involved parties.
c. If the investment is with a related party or affiliate, then the reporting entity has completed robust re-underwriting of the transaction for which documentation is available for regulator review.
d. Short-term and cash equivalent investments that have been renewed/rolled from the prior period that do not meet the criteria in 37.a - 37.c are reported as long-term investments.

Has the reporting entity rolled/renewed short-term or cash equivalent investments in accordance with these criteria?

Yes ☐ No ☒ N/A ☐

38.1 Does the reporting entity directly hold cryptocurrencies?

Yes ☐ No ☒

38.2 If the response to 38.1 is yes, on what schedule are they reported?

GENERAL INTERROGATORIES

39.1 Does the reporting entity directly or indirectly accept cryptocurrencies as payments for premiums on policies? Yes [] No [X]

39.2 If the response to 39.1 is yes, are the cryptocurrencies held directly or are they immediately converted to U.S. dollars? Yes [] No [X]

39.21 Held directly

39.22 Immediately converted to U.S. dollars

Yes [] No [X]

39.3 If the response to 38.1 or 39.1 is yes, list all cryptocurrencies accepted for payments of premiums or that are held directly.

1	2	3
Name of Cryptocurrency	Immediately Converted to USD, Directly Held, or Both	Accepted for Payment of Premiums

40.1 Amount of payments to trade associations, service organizations and statistical or Rating Bureaus, if any? \$

40.2 List the name of the organization and the amount paid if any such payment represented 25% or more of the total payments to trade associations, service organizations and statistical or rating bureaus during the period covered by this statement.

1	2
Name	Amount Paid
	\$
	\$
	\$

41.1 Amount of payments for legal expenses, if any? \$

41.2 List the name of the firm and the amount paid if any such payment represented 25% or more of the total payments for legal expenses during the period covered by this statement.

1	2
Name	Amount Paid
	\$
	\$
	\$

42.1 Amount of payments for expenditures in connection with matters before legislative bodies, officers or departments of government, if any? \$

42.2 List the name of the firm and the amount paid if any such payment represented 25% or more of the total payment expenditures in connection with matters before legislative bodies, officers or departments of government during the period covered by this statement.

1	2
Name	Amount Paid
	\$
	\$
	\$

GENERAL INTERROGATORIES

PART 2 – PROPERTY & CASUALTY INTERROGATORIES

1.1 Does the reporting entity have any direct Medicare Supplement Insurance in force?

Yes [] No [X]

1.2 If yes, indicate premium earned on U.S. business only.

\$ _____

1.3 What portion of Item (1.2) is not reported on the Medicare Supplement Insurance Experience Exhibit?

\$ _____

1.31 Reason for excluding

1.4 Indicate amount of earned premium attributable to Canadian and/or Other Alien not included in Item (1.2) above.

\$ _____

1.5 Indicate total incurred claims on all Medicare Supplement insurance.

\$ _____

1.6 Individual policies:

Most current three years:

1.61 Total premium earned

\$ _____

1.62 Total incurred claims

\$ _____

1.63 Number of covered lives

All years prior to most current three years:

1.64 Total premium earned

\$ _____

1.65 Total incurred claims

\$ _____

1.66 Number of covered lives

1.7 Group policies:

Most current three years:

1.71 Total premium earned

\$ _____

1.72 Total incurred claims

\$ _____

1.73 Number of covered lives

All years prior to most current three years:

1.74 Total premium earned

\$ _____

1.75 Total incurred claims

\$ _____

1.76 Number of covered lives

2. Health Test:

1

2

Current Year

Prior Year

2.1 Premium Numerator

\$ _____

\$ _____

2.2 Premium Denominator

\$ _____

\$ _____

2.3 Premium Ratio (2.1 / 2.2)

2.4 Reserve Numerator

\$ _____

\$ _____

2.5 Reserve Denominator

\$ _____

\$ _____

2.6 Reserve Ratio (2.4 / 2.5)

3.1 Did the reporting entity issue participating policies during the calendar year?

Yes [] No [X]

3.2 If yes, provide the amount of premium written for participating and/or non-participating policies during the calendar year

3.21 Participating policies

\$ _____

3.22 Non-participating policies

\$ 3,919,618,143

4. For Mutual reporting entities and Reciprocal Exchanges only:

4.1 Does the reporting entity issue assessable policies?

Yes [] No [X]

4.2 Does the reporting entity issue non-assessable policies?

Yes [] No [X]

4.3 If assessable policies are issued, what is the extent of the contingent liability of the policyholders?

_____ %

4.4 Total amount of assessments paid or ordered to be paid during the year on deposit notes or contingent premiums.

\$ _____

5. For Reciprocal Exchanges Only:

5.1 Does the exchange appoint local agents?

Yes [] No []

5.2 If yes, is the commission paid:

5.21 Out of Attorney's-in-fact compensation

Yes [] No [] N/A []

5.22 As a direct expense of the exchange

Yes [] No [] N/A []

5.3 What expenses of the Exchange are not paid out of the compensation of the Attorney-in-fact?

5.4 Has any Attorney-in-fact compensation, contingent on fulfillment of certain conditions, been deferred?

Yes [] No []

5.5 If yes, give full information

6.1 What provision has this reporting entity made to protect itself from an excessive loss in the event of a catastrophe under a workers' compensation contract issued without limit loss:
see Note 21C1

16

GENERAL INTERROGATORIES

PART 2 – PROPERTY & CASUALTY INTERROGATORIES

6.2 Describe the method used to estimate this reporting entity's probable maximum insurance loss, and identify the type of insured exposures comprising that probable maximum loss, the locations of concentrations of those exposures and the external resources (such as consulting firms or computer software models), if any, used in the estimation process: see Note 21C1	
6.3 What provision has this reporting entity made (such as a catastrophic reinsurance program) to protect itself from an excessive loss arising from the types and concentrations of insured exposures comprising its probable maximum property insurance loss? see Note 21C1	
6.4 Does the reporting entity carry catastrophe reinsurance protection for at least one reinstatement, in an amount sufficient to cover its estimated probable maximum loss attributable to a single loss event or occurrence?	Yes [] No [X]
6.5 If no, describe any arrangements or mechanisms employed by the reporting entity to supplement its catastrophe reinsurance program or to hedge its exposure to unreinsured catastrophic loss The Company cedes 100% of its business to Liberty Mutual Insurance Company, the lead company in the Liberty Mutual Pool. Liberty Mutual Insurance Company purchases external catastrophe reinsurance coverage.	
7.1 Has the reporting entity reinsured any risk with any other entity under a quota share reinsurance contract that includes a provision that would limit the reinsurer's losses below the stated quota share percentage (e.g., a deductible, a loss ratio corridor, a loss cap, an aggregate limit or any similar provisions)?	Yes [] No [X]
7.2 If yes, indicate the number of reinsurance contracts containing such provisions.	
7.3 If yes, does the amount of reinsurance credit taken reflect the reduction in quota share coverage caused by any applicable limiting provision(s)?	Yes [] No []
8.1 Has this reporting entity reinsured any risk with any other entity and agreed to release such entity from liability, in whole or in part, from any loss that may occur on this risk, or portion thereof, reinsured?	Yes [] No [X]
8.2 If yes, give full information	
9.1 Has the reporting entity ceded any risk under any reinsurance contract (or under multiple contracts with the same reinsurer or its affiliates) for which during the period covered by the statement: (i) it recorded a positive or negative underwriting result greater than 5% of prior year-end surplus as regards policyholders or it reported calendar year written premium ceded or year-end loss and loss expense reserves ceded greater than 5% of prior year-end surplus as regards policyholders; (ii) it accounted for that contract as reinsurance and not as a deposit; and (iii) the contract(s) contain one or more of the following features or other features that would have similar results: (a) A contract term longer than two years and the contract is noncancellable by the reporting entity during the contract term; (b) A limited or conditional cancellation provision under which cancellation triggers an obligation by the reporting entity, or an affiliate of the reporting entity, to enter into a new reinsurance contract with the reinsurer, or an affiliate of the reinsurer; (c) Aggregate stop loss reinsurance coverage; (d) A unilateral right by either party (or both parties) to commute the reinsurance contract, whether conditional or not, except for such provisions which are only triggered by a decline in the credit status of the other party; (e) A provision permitting reporting of losses, or payment of losses, less frequently than on a quarterly basis (unless there is no activity during the period); or (f) Payment schedule, accumulating retentions from multiple years or any features inherently designed to delay timing of the reimbursement to the ceding entity.	Yes [] No [X]
9.2 Has the reporting entity during the period covered by the statement ceded any risk under any reinsurance contract (or under multiple contracts with the same reinsurer or its affiliates), for which, during the period covered by the statement, it recorded a positive or negative underwriting result greater than 5% of prior year-end surplus as regards policyholders or it reported calendar year written premium ceded or year-end loss and loss expense reserves ceded greater than 5% of prior year-end surplus as regards policyholders; excluding cessions to approved pooling arrangements or to captive insurance companies that are directly or indirectly controlling, controlled by, or under common control with (i) one or more unaffiliated policyholders of the reporting entity, or (ii) an association of which one or more unaffiliated policyholders of the reporting entity is a member where: (a) The written premium ceded to the reinsurer by the reporting entity or its affiliates represents fifty percent (50%) or more of the entire direct and assumed premium written by the reinsurer based on its most recently available financial statement; or (b) Twenty-five percent (25%) or more of the written premium ceded to the reinsurer has been retroceded back to the reporting entity or its affiliates in a separate reinsurance contract.	Yes [] No [X]
9.3 If yes to 9.1 or 9.2, please provide the following information in the Reinsurance Summary Supplemental Filing for General Interrogatory 9: (a) The aggregate financial statement impact gross of all such ceded reinsurance contracts on the balance sheet and statement of income; (b) A summary of the reinsurance contract terms and indicate whether it applies to the contracts meeting the criteria in 9.1 or 9.2; and (c) A brief discussion of management's principle objectives in entering into the reinsurance contract including the economic purpose to be achieved.	
9.4 Except for transactions meeting the requirements of paragraph 37 of SSAP No. 62R, Property and Casualty Reinsurance, has the reporting entity ceded any risk under any reinsurance contract (or multiple contracts with the same reinsurer or its affiliates) during the period covered by the financial statement, and either: (a) Accounted for that contract as reinsurance (either prospective or retroactive) under statutory accounting principles ("SAP") and as a deposit under generally accepted accounting principles ("GAAP"); or (b) Accounted for that contract as reinsurance under GAAP and as a deposit under SAP?	Yes [] No [X]
9.5 If yes to 9.4, explain in the Reinsurance Summary Supplemental Filing for General Interrogatory 9 (Section D) why the contract(s) is treated differently for GAAP and SAP.	
9.6 The reporting entity is exempt from the Reinsurance Attestation Supplement under one or more of the following criteria: (a) The entity does not utilize reinsurance; or, (b) The entity only engages in a 100% quota share contract with an affiliate and the affiliated or lead company has filed an attestation supplement; or (c) The entity has no external cessions and only participates in an intercompany pool and the affiliated or lead company has filed an attestation supplement.	Yes [] No [X] Yes [] No [X] Yes [X] No []

GENERAL INTERROGATORIES

PART 2 – PROPERTY & CASUALTY INTERROGATORIES

10. If the reporting entity has assumed risks from another entity, there should be charged on account of such reinsurances a reserve equal to that which the original entity would have been required to charge had it retained the risks. Has this been done?

Yes [] No [] N/A [X]

11.1 Has the reporting entity guaranteed policies issued by any other entity and now in force:

Yes [] No [X]

11.2 If yes, give full information

12.1 If the reporting entity recorded accrued retrospective premiums on insurance contracts on Line 15.3 of the asset schedule, Page 2, state the amount of corresponding liabilities recorded for:

12.11 Unpaid losses

12.12 Unpaid underwriting expenses (including loss adjustment expenses)

\$

\$

12.2 Of the amount on Line 15.3, Page 2, state the amount that is secured by letters of credit, collateral and other funds?

\$

12.3 If the reporting entity underwrites commercial insurance risks, such as workers' compensation, are premium notes or promissory notes accepted from its insureds covering unpaid premiums and/or unpaid losses?

Yes [] No [X] N/A []

12.4 If yes, provide the range of interest rates charged under such notes during the period covered by this statement:

12.41 From

12.42 To

%
%

12.5 Are letters of credit or collateral and other funds received from insureds being utilized by the reporting entity to secure premium notes or promissory notes taken by a reporting entity or to secure any of the reporting entity's reported direct unpaid loss reserves, including unpaid losses under loss deductible features of commercial policies?

Yes [] No [X]

12.6 If yes, state the amount thereof at December 31 of current year:

12.61 Letters of Credit

12.62 Collateral and other funds

\$

\$

13.1 Largest net aggregate amount insured in any one risk (excluding workers' compensation):

\$

13.2 Does any reinsurance contract considered in the calculation of this amount include an aggregate limit of recovery without also including a reinstatement provision?

Yes [] No [X]

13.3 State the number of reinsurance contracts (excluding individual facultative risk certificates, but including facultative programs, automatic facilities or facultative obligatory contracts) considered in the calculation of the amount.

14.1 Is the company a cedant in a multiple cedant reinsurance contract?

Yes [X] No []

14.2 If yes, please describe the method of allocating and recording reinsurance among the cedants:
Premiums and recoverables were allocated pursuant to allocation agreements, including the intercompany pooling agreement.

14.3 If the answer to 14.1 is yes, are the methods described in item 14.2 entirely contained in the respective multiple cedant reinsurance contracts?

Yes [] No [X]

14.4 If the answer to 14.3 is no, are all the methods described in 14.2 entirely contained in written agreements?

Yes [X] No []

14.5 If the answer to 14.4 is no, please explain:
N/A

15.1 Has the reporting entity guaranteed any financed premium accounts?

Yes [] No [X]

15.2 If yes, give full information

16.1 Does the reporting entity write any warranty business?

Yes [] No [X]

If yes, disclose the following information for each of the following types of warranty coverage:

	1	2	3	4	5
	Direct Losses Incurred	Direct Losses Unpaid	Direct Written Premium	Direct Premium Unearned	Direct Premium Earned
16.11 Home	\$	\$	\$	\$	\$
16.12 Products	\$	\$	\$	\$	\$
16.13 Automobile	\$	\$	\$	\$	\$
16.14 Other*	\$	\$	\$	\$	\$

* Disclose type of coverage:

GENERAL INTERROGATORIES

PART 2 – PROPERTY & CASUALTY INTERROGATORIES

17.1 Does the reporting entity include amounts recoverable on unauthorized reinsurance in Schedule F – Part 3 that is exempt from the statutory provision for unauthorized reinsurance?

Yes [] No [X]

Incurred but not reported losses on contracts in force prior to July 1, 1984, and not subsequently renewed are exempt from the statutory provision for unauthorized reinsurance. Provide the following information for this exemption:

17.11 Gross amount of unauthorized reinsurance in Schedule F – Part 3 exempt from the statutory provision for unauthorized reinsurance

17.12 Unfunded portion of Interrogatory 17.11

17.13 Paid losses and loss adjustment expenses portion of Interrogatory 17.11

17.14 Case reserves portion of Interrogatory 17.11

17.15 Incurred but not reported portion of Interrogatory 17.11

17.16 Unearned premium portion of Interrogatory 17.11

17.17 Contingent commission portion of Interrogatory 17.11

\$

\$

\$

\$

\$

\$

\$

18.1 Do you act as a custodian for health savings accounts?

Yes [] No [X]

18.2 If yes, please provide the amount of custodial funds held as of the reporting date.

\$

18.3 Do you act as an administrator for health savings accounts?

Yes [] No [X]

18.4 If yes, please provide the balance of the funds adminstered as of the reporting date.

\$

19. Is the reporting entity licensed or chartered, registered, qualified, eligible or writing business in at least two states?

Yes [X] No []

19.1 If no, does the reporting entity assume reinsurance business that covers risks residing in at least one state other than the state of domicile of the reporting entity?

Yes [] No [] N/A [X]

FIVE – YEAR HISTORICAL DATA

Show amounts in whole dollars only, no cents; show percentages to one decimal place, i.e., 17.6.

	1	2	3	4	5
	2022	2021	2020	2019	2018
Gross Premiums Written (Page 8, Part 1B, Cols. 1, 2 & 3)					
1. Liability lines (Lines 11, 16, 17, 18, & 19)	1,408,183,856	1,087,106,838	450,375,703	30,400,824	
2. Property lines (Lines 1, 2, 9, 12, 21 & 26)	973,861,406	709,885,928	313,137,695	23,517,422	150,639
3. Property and liability combined lines (Lines 3, 4, 5, 8, 22 & 27)	1,537,572,882	1,337,406,969	1,167,561,318	306,307,123	5,472,511
4. All other lines (Lines 6, 10, 13, 14, 15, 23, 24, 28, 29, 30 & 34)					
5. Nonproportional reinsurance lines (Lines 31, 32 & 33)					
6. Total (Line 35)	3,919,618,144	3,134,399,735	1,931,074,716	360,225,369	5,623,150
Net Premiums Written (Page 8, Part 1B, Col. 6)					
7. Liability lines (Lines 11, 16, 17, 18, & 19)					
8. Property lines (Lines 1, 2, 9, 12, 21 & 26)					
9. Property and liability combined lines (Lines 3, 4, 5, 8, 22 & 27)					
10. All other lines (Lines 6, 10, 13, 14, 15, 23, 24, 28, 29, 30 & 34)					
11. Nonproportional reinsurance lines (Lines 31, 32 & 33)					
12. Total (Line 35)					
Statement of Income (Page 4)					
13. Net underwriting gain (loss) (Line 8)					
14. Net investment gain (loss) (Line 11)	318,608	145,163	292,623	235,314	220,111
15. Total other income (Line 15)	(8,299)	(50)		(50)	
16. Dividends to policyholders (Line 17)					
17. Federal and foreign income taxes incurred (Line 19)	66,000	49,000	(28,150)	13,209	44,000
18. Net income (Line 20)	244,309	96,113	320,773	222,055	176,111
Balance Sheet Lines (Pages 2 and 3)					
19. Total admitted assets excluding protected cell business (Page 2, Line 26, Col. 3)	23,630,937	15,832,199	13,545,441	13,227,757	13,001,417
20. Premiums and considerations (Page 2, Col. 3)					
20.1 In course of collection (Line 15.1)					
20.2 Deferred and not yet due (Line 15.2)					
20.3 Accrued retrospective premiums (Line 15.3)					
21. Total liabilities excluding protected cell business (Page 3, Line 26)	7,844,721	304,292	136,647	63,735	18,450
22. Losses (Page 3, Line 1)					
23. Loss adjustment expenses (Page 3, Line 3)					
24. Unearned premiums (Page 3, Line 9)					
25. Capital paid up (Page 3, Lines 30 & 31)	7,000,000	7,000,000	7,000,000	7,000,000	7,000,000
26. Surplus as regards policyholders (Page 3, Line 37)	15,786,216	15,527,907	13,408,794	13,164,023	12,982,967
Cash Flow (Page 5)					
27. Net cash from operations (Line 11)	234,983	253,175	249,306	206,397	163,611
Risk-Based Capital Analysis					
28. Total adjusted capital	15,786,216	15,527,907	13,408,796	13,164,023	12,982,967
29. Authorized control level risk-based capital	220,256	136,222	47,952	30,866	17,560
Percentage Distribution of Cash, Cash Equivalents and Invested Assets (Page 2, Col. 3) (Item divided by Page 2, Line 12, Col. 3) x 100.0					
30. Bonds (Line 1)	99.9	99.7	99.9	94.6	99.5
31. Stocks (Lines 2.1 & 2.2)					
32. Mortgage loans on real estate (Lines 3.1 and 3.2)					
33. Real estate (Lines 4.1, 4.2 & 4.3)					
34. Cash, cash equivalents and short-term investments (Line 5)	0.1	0.3	0.1	5.4	0.5
35. Contract loans (Line 6)					
36. Derivatives (Line 7)					
37. Other invested assets (Line 8)					
38. Receivables for securities (Line 9)					
39. Securities lending reinvested collateral assets (Line 10)					
40. Aggregate write-ins for invested assets (Line 11)					
41. Cash, cash equivalents and invested assets (Line 12)	100.0	100.0	100.0	100.0	100.0
Investments in Parent, Subsidiaries and Affiliates					
42. Affiliated bonds, (Sch. D, Summary, Line 12, Col. 1)					
43. Affiliated preferred stocks (Sch. D, Summary, Line 18, Col. 1)					
44. Affiliated common stocks (Sch. D, Summary, Line 24, Col. 1)					
45. Affiliated short-term investments (subtotals included in Schedule DA Verification, Col. 5, Line 10)					
46. Affiliated mortgage loans on real estate					
47. All other affiliated					
48. Total of above Lines 42 to 47					
49. Total investment in parent included in Lines 42 to 47 above					
50. Percentage of investments in parent, subsidiaries and affiliates to surplus as regards policyholders (Line 48 above divided by Page 3, Col. 1, Line 37 x 100.0)					

FIVE – YEAR HISTORICAL DATA

(Continued)

	1	2	3	4	5
	2022	2021	2020	2019	2018
Capital and Surplus Accounts (Page 4)					
51. Net unrealized capital gains (losses) (Line 24)					
52. Dividends to stockholders (Line 35)					
53. Change in surplus as regards policyholders for the year (Line 38)	258,309	2,119,113	244,773	181,055	174,111
Gross Losses Paid (Page 9, Part 2, Cols. 1 & 2)					
54. Liability lines (Lines 11, 16, 17, 18, & 19)	619,675,622	260,656,639	46,120,099	372,438	
55. Property lines (Lines 1, 2, 9, 12, 21 & 26)	793,869,750	422,104,568	96,611,292	2,113,574	58,628
56. Property and liability combined lines (Lines 3, 4, 5, 8, 22 & 27)	765,915,571	684,877,848	307,161,504	13,322,311	868,011
57. All other lines (Lines 6, 10, 13, 14, 15, 23, 24, 28, 29, 30 & 34)					
58. Nonproportional reinsurance lines (Lines 31, 32 & 33)					
59. Total (Line 35)	2,179,460,943	1,367,639,055	449,892,895	15,808,323	926,639
Net Losses Paid (Page 9, Part 2, Col. 4)					
60. Liability lines (Lines 11, 16, 17, 18, & 19)					
61. Property lines (Lines 1, 2, 9, 12, 21 & 26)					
62. Property and liability combined lines (Lines 3, 4, 5, 8, 22 & 27)					
63. All other lines (Lines 6, 10, 13, 14, 15, 23, 24, 28, 29, 30 & 34)					
64. Nonproportional reinsurance lines (Lines 31, 32 & 33)					
65. Total (Line 35)					
Operating Percentages (Page 4) (Item divided by Page 4, Line 1) x 100.0					
66. Premiums earned (Line 1)	100.0	100.0	100.0	100.0	100.0
67. Losses incurred (Line 2)					
68. Loss expenses incurred (Line 3)					
69. Other underwriting expenses incurred (Line 4)					
70. Net underwriting gain (loss) (Line 8)					
Other Percentages					
71. Other underwriting expenses to net premiums written (Page 4, Lines 4 + 5 - 15 divided by Page 8, Part 1B, Col. 6, Line 35 x 100.0)					
72. Losses and loss expenses incurred to premiums earned (Page 4, Lines 2 + 3 divided by Page 4, Line 1 x 100.0)					
73. Net premiums written to policyholders' surplus (Page 8, Part 1B, Col. 6, Line 35 divided by Page 3, Line 37, Col. 1 x 100.0)					
One Year Loss Development (\$000 omitted)					
74. Development in estimated losses and loss expenses incurred prior to current year (Schedule P, Part 2-Summary, Line 12, Col. 11)					
75. Percent of development of losses and loss expenses incurred to policyholders' surplus of prior year end (Line 74 above divided by Page 4, Line 21, Col. 1 x 100.0)					
Two Year Loss Development (\$000 omitted)					
76. Development in estimated losses and loss expenses incurred 2 years before the current year and prior year (Schedule P, Part 2-Summary, Line 12, Col. 12)					
77. Percent of development of losses and loss expenses incurred to reported policyholders' surplus of second prior year end (Line 76 above divided by Page 4, Line 21, Col. 2 x 100.0)					

NOTE: If a party to a merger, have the two most recent years of this exhibit been restated due to a merger in compliance with the disclosure requirements of SSAP No. 3, Accounting Changes and Correction of Errors?

If no, please explain:

- NONESchedule P - Part 1 - Summary
- NONESchedule P - Part 2, 3, 4 - Summary

SCHEDULE T - EXHIBIT OF PREMIUMS WRITTEN
Allocated By States and Territories

			1	Gross Premiums, Including Policy and Membership Fees Less Return Premiums and Premiums on Policies Not Taken		4	5	6	7	8	9
			Active Status (a)	2	3	Dividends Paid or Credited to Policyholders on Direct Business	Direct Losses Paid (Deducting Salvage)	Direct Losses Incurred	Direct Losses Unpaid	Finance and Service Charges Not Included in Premiums	Direct Premium Written for Federal Purchasing Groups (Included in Col. 2)
States, Etc.				Direct Premiums Written	Direct Premiums Earned						
1.	Alabama	AL	L	58,887,234	46,775,639		23,974,385	28,186,853	13,507,228	245,801	
2.	Alaska	AK	N								
3.	Arizona	AZ	L	249,166,715	217,310,948		136,910,804	166,595,226	82,763,746	564,818	
4.	Arkansas	AR	L	12,235,206	12,998,359		8,334,823	10,546,423	3,432,905	264,746	
5.	California	CA	N				21,102	19,888			
6.	Colorado	CO	L	249,498,568	211,581,393		128,520,629	166,676,323	89,573,094	1,294,405	
7.	Connecticut	CT	L	159,640,872	151,854,449		81,241,013	108,295,785	63,245,806	1,238,499	
8.	Delaware	DE	L	48,829,130	43,098,228		20,643,067	27,823,218	10,492,292	257,362	
9.	District of Columbia	DC	L	1,888,476	655,036		232,265	402,801	170,519	5,249	
10.	Florida	FL	L	284,323,625	239,030,339		165,787,227	240,171,002	102,474,489	181,461	
11.	Georgia	GA	L	72,837,619	57,686,647		35,448,097	53,731,333	21,577,198	392,157	
12.	Hawaii	HI	N								
13.	Idaho	ID	L				95	95			
14.	Illinois	IL	L	228,299,621	226,534,789		165,435,373	195,922,168	82,057,920	2,620,345	
15.	Indiana	IN	L	49,851,895	43,702,187		28,608,749	35,200,276	13,650,328	469,249	
16.	Iowa	IA	L	6,011,338	4,811,573		2,294,150	3,586,527	1,621,643	89,550	
17.	Kansas	KS	L	7,095,605	3,193,671		1,205,191	2,297,639	1,092,448	54,562	
18.	Kentucky	KY	L	174,443,481	172,453,413		114,779,448	126,888,189	77,812,275	1,789,953	
19.	Louisiana	LA	N				8,000	17,000	9,000		
20.	Maine	ME	L	60,414,841	52,737,947		26,834,054	33,559,561	15,943,267	154,852	
21.	Maryland	MD	L	169,244,547	149,645,683		97,392,682	131,410,344	57,027,598	383,313	
22.	Massachusetts	MA	L	147,819,114	157,630,906		120,474,639	133,838,392	48,793,939	2,015,852	
23.	Michigan	MI	L	217,426,834	215,170,095		106,940,111	135,879,784	88,196,569	1,495,426	
24.	Minnesota	MN	L	121,708,320	110,958,450		96,166,009	134,088,555	56,545,457	857,177	
25.	Mississippi	MS	L	16,758,277	12,150,311		6,575,406	10,269,618	3,716,784	116,317	
26.	Missouri	MO	L	82,886,479	87,016,447		49,187,336	70,190,469	42,107,732	723,997	
27.	Montana	MT	N								
28.	Nebraska	NE	L	2,306,591	1,021,005		687,055	844,961	157,906	14,006	
29.	Nevada	NV	L	14,236,409	8,276,468		2,896,911	6,743,323	4,005,490	79,901	
30.	New Hampshire	NH	L	61,894,681	56,267,163		26,325,979	34,622,014	17,304,527	451,378	
31.	New Jersey	NJ	N				3,763	3,763			
32.	New Mexico	NM	L	18,545,956	14,697,150		7,298,242	11,272,009	6,937,737	207,980	
33.	New York	NY	N				50,748	67,749	17,001		
34.	North Carolina	NC	L				737	737			
35.	North Dakota	ND	N				1,486	1,486			
36.	Ohio	OH	L	249,344,081	232,721,131		147,141,560	181,865,283	81,784,639	2,590,130	
37.	Oklahoma	OK	L	65,407,245	62,734,072		29,496,823	32,953,037	21,725,236	301,494	
38.	Oregon	OR	L	32,837,607	22,348,639		12,102,005	17,205,480	6,978,517	268,702	
39.	Pennsylvania	PA	L	436,363,141	404,095,827		228,836,655	273,039,403	121,071,566	3,724,591	
40.	Rhode Island	RI	L	20,937,615	18,169,085		10,074,142	17,250,527	8,290,521	182,710	
41.	South Carolina	SC	L	54,282,752	53,630,632		32,690,721	42,383,505	18,553,299	598,297	
42.	South Dakota	SD	N								
43.	Tennessee	TN	L	176,567,652	160,633,001		104,069,151	126,881,256	57,364,611	1,204,225	
44.	Texas	TX	L	201,178,198	167,984,583		84,020,383	107,818,698	60,147,865	462,968	
45.	Utah	UT	L	67,923,221	61,386,460		32,782,843	45,985,458	26,904,355	684,054	
46.	Vermont	VT	L	2,516,016	1,194,555		1,066,835	1,313,501	246,669	22,389	
47.	Virginia	VA	L	79,696,401	63,506,122		37,166,226	52,294,273	22,228,253	951,451	
48.	Washington	WA	N								
49.	West Virginia	WV	L	16,312,779	10,385,947		5,725,029	8,470,558	2,798,702	135,371	
50.	Wisconsin	WI	N				9,001	9,001			
51.	Wyoming	WY	N								
52.	American Samoa	AS	N								
53.	Guam	GU	N								
54.	Puerto Rico	PR	N								
55.	U.S. Virgin Islands	VI	N								
56.	Northern Mariana Islands	MP	N								
57.	Canada	CAN	N								
58.	Aggregate Other Alien	OT	X X X								
59.	Totals	(a)	39	3,919,618,142	3,556,048,350		2,179,460,950	2,776,623,491	1,332,329,131	27,094,738	

DETAILS OF WRITE-INS										
58001.		X X X								
58002.		X X X								
58003.		X X X								
58998.	Summary of remaining write-ins for Line 58 from overflow page	X X X								
58999.	Totals (Lines 58001 through 58003 plus 58998) (Line 58 above)	X X X								

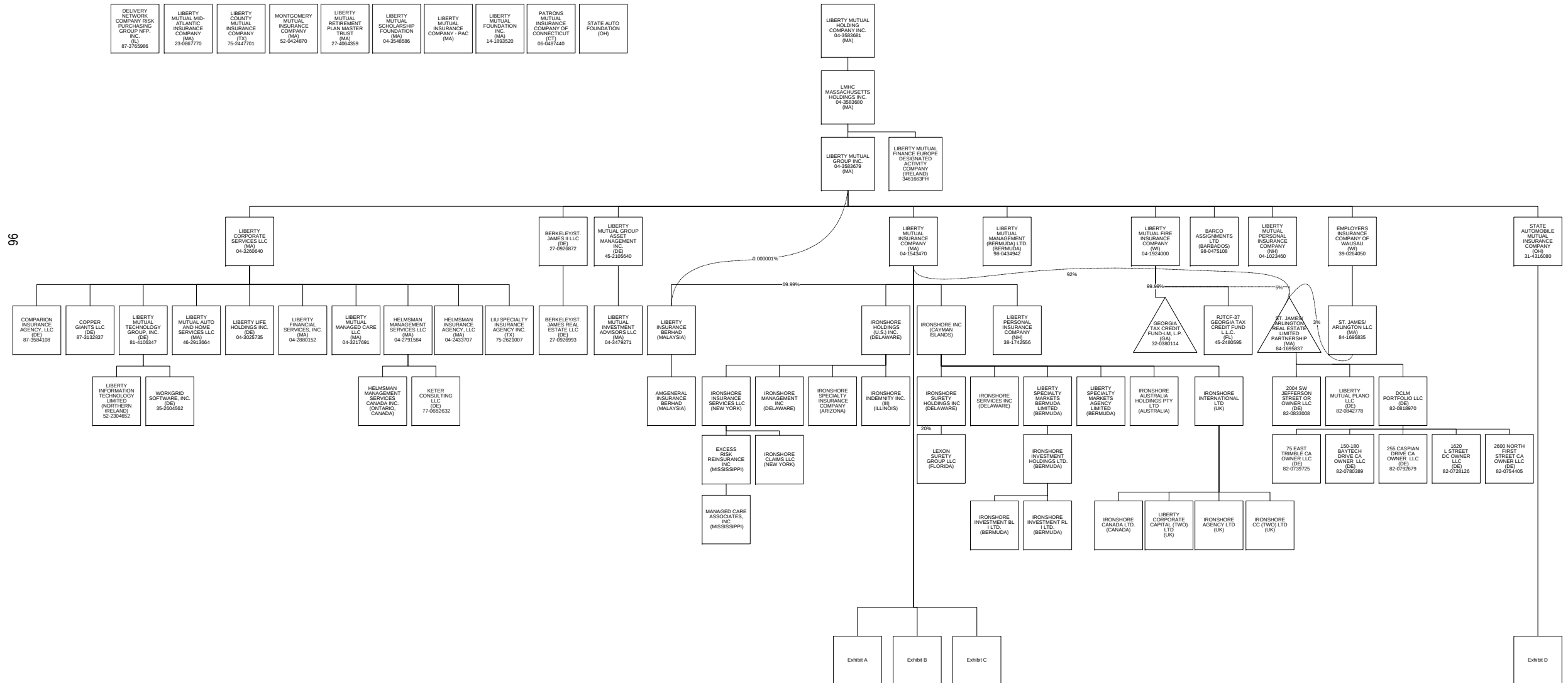
Explanation of basis of allocation of premiums by states, etc.

(a) Active Status Counts	
1. L - Licensed or Chartered - Licensed insurance carrier or domiciled RRG	39
2. R - Registered - Non-domiciled RRGs	
3. E - Eligible - Reporting entities eligible or approved to write surplus lines in the state	
4. Q - Qualified - Qualified or accredited reinsurer	
5. D - Domestic Surplus Lines Insurer (DSL) - Reporting entities authorized to write surplus lines in the state of domicile	
6. N - None of the above - Not allowed to write business in the state (other than their state of domicile - See DSLI)	18

Explanation of basis of allocation of premiums by states, etc.	
*Location of coverage - Fire, Allied Lines, Homeowners Multi Peril, Commercial Multi Peril, Earthquake, Boiler and Machinery	
*States employee's main work place - Worker's Compensation	*Location of Court or Obligatee - Surety
*Location of Principal place of garaging of each individual car - Auto Liability, Auto Physical Damage	*Address of Assured - Other Accident and Health
*Principal Location of business or location of coverage - Liability other than Auto, Fidelity, Warranty	* Location of Properties covered - Burglary and Theft
*Point of origin of shipment or principal location of assured - Inland Marine	*Principal Location of Assured - Ocean Marine, Credit
*State in which employees regularly work - Group Accident and Health	*Primary residence of Assured- Aircraft (all perils)

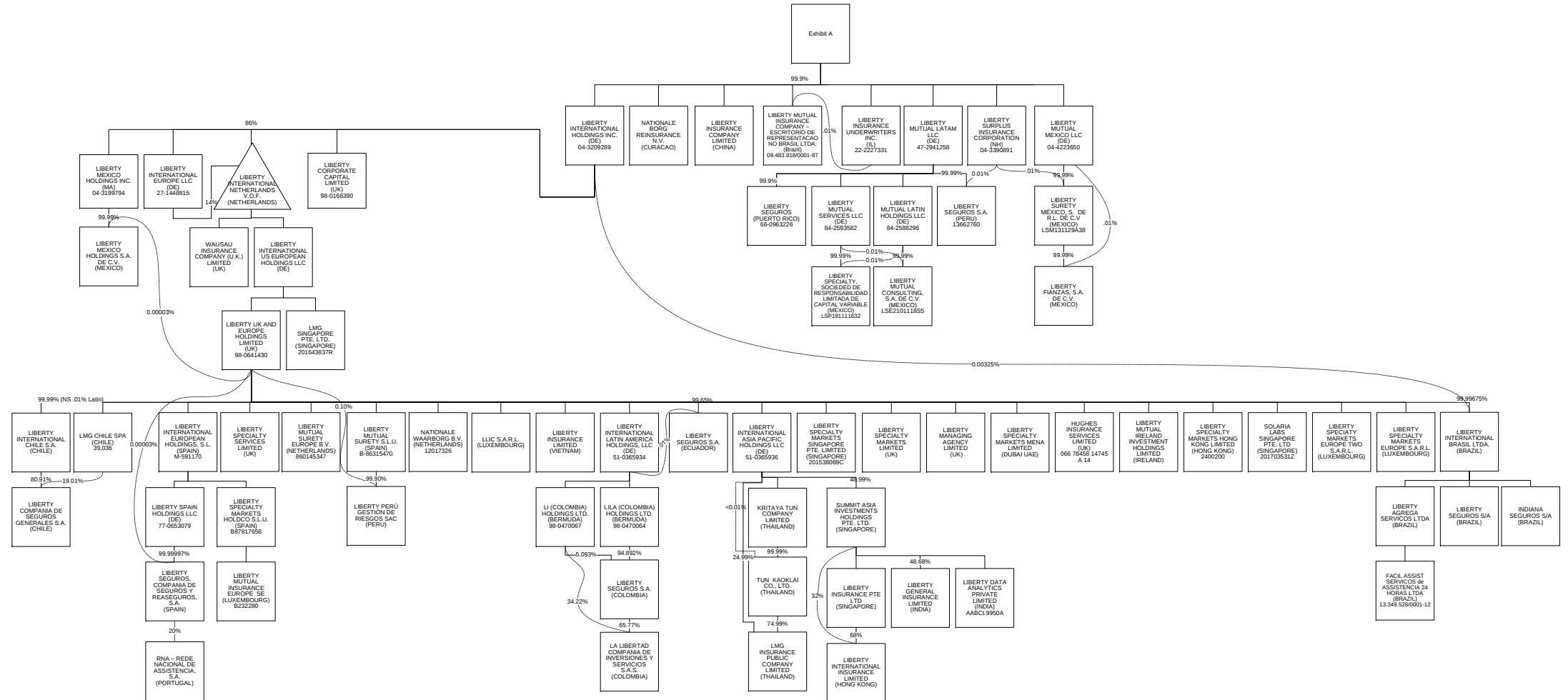
SCHEDULE Y - INFORMATION CONCERNING ACTIVITIES OF INSURER MEMBERS OF A HOLDING COMPANY GROUP

PART 1 - ORGANIZATIONAL CHART

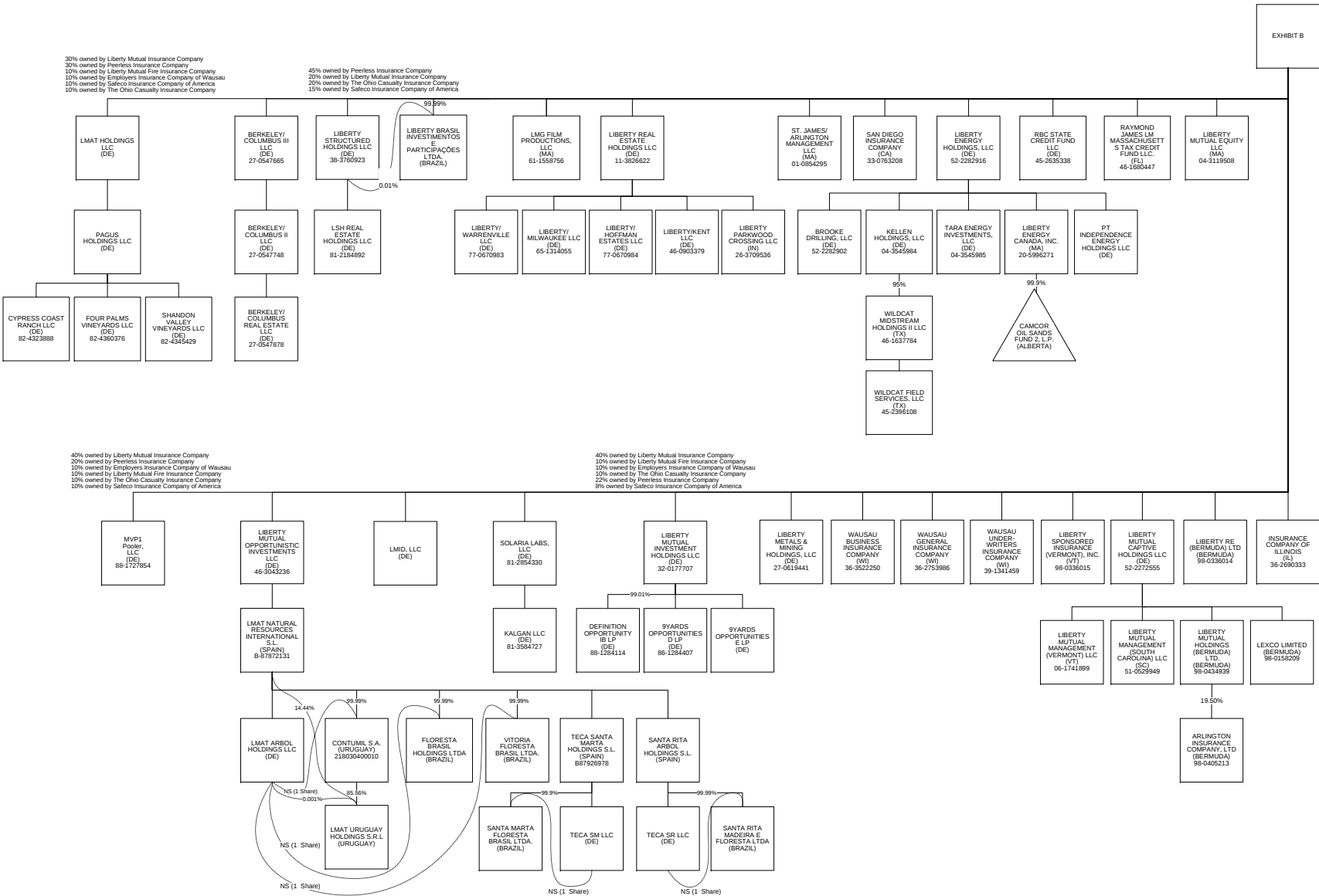


SCHEDULE Y - INFORMATION CONCERNING ACTIVITIES OF INSURER MEMBERS OF A HOLDING COMPANY GROUP

PART 1 - ORGANIZATIONAL CHART

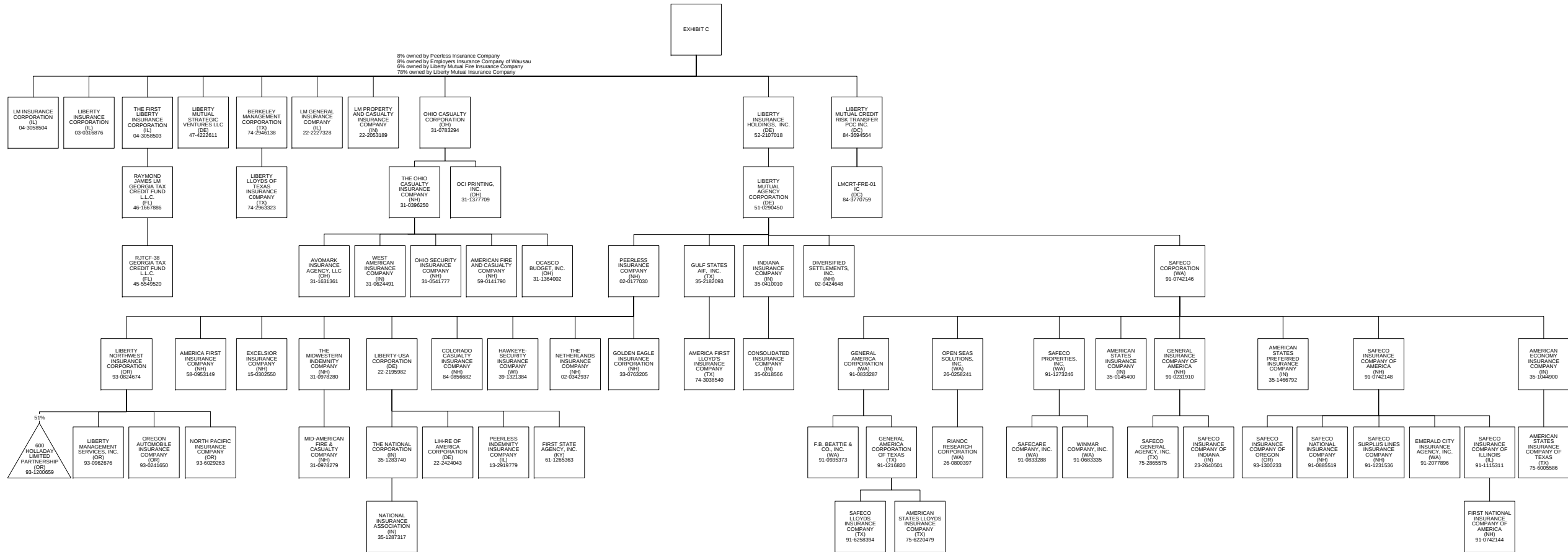


SCHEDULE Y - INFORMATION CONCERNING ACTIVITIES OF INSURER MEMBERS OF A HOLDING COMPANY GROUP
PART 1 - ORGANIZATIONAL CHART



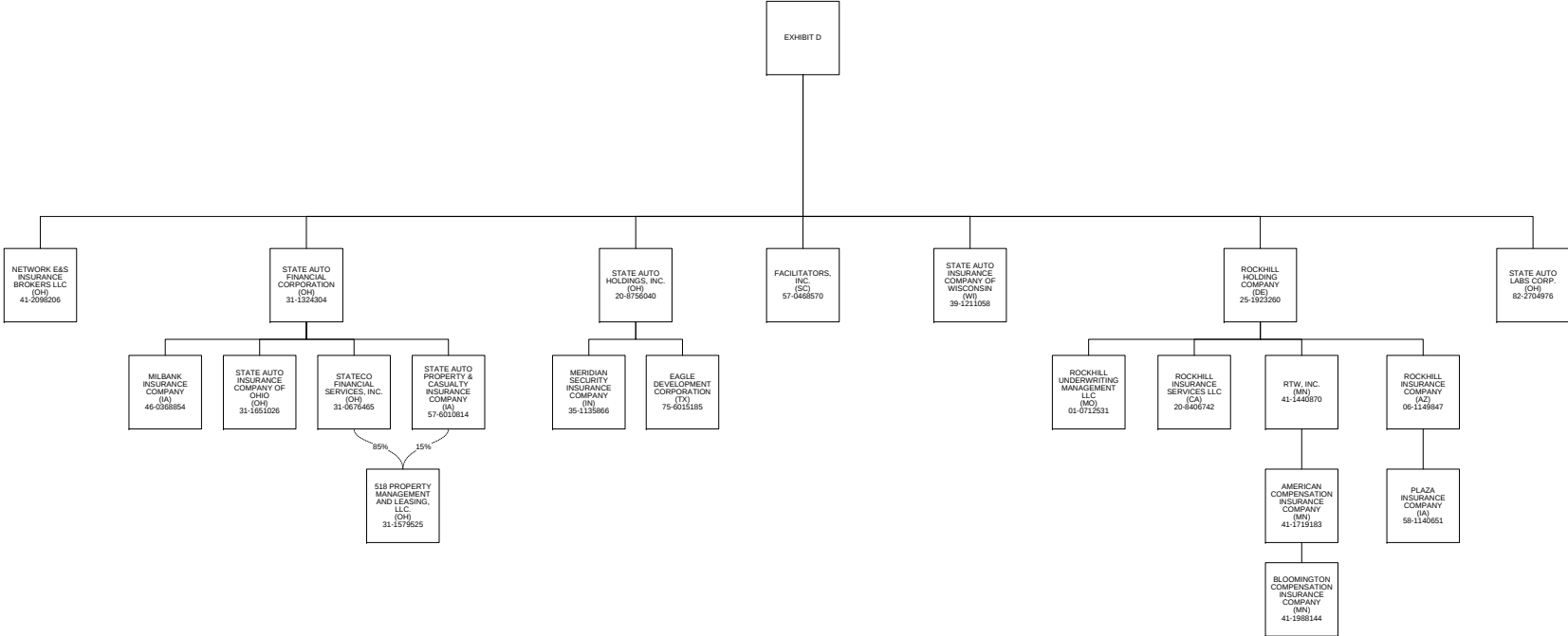
SCHEDULE Y - INFORMATION CONCERNING ACTIVITIES OF INSURER MEMBERS OF A HOLDING COMPANY GROUP

PART 1 - ORGANIZATIONAL CHART



SCHEDULE Y - INFORMATION CONCERNING ACTIVITIES OF INSURER MEMBERS OF A HOLDING COMPANY GROUP

PART 1 - ORGANIZATIONAL CHART



OVERFLOW PAGE FOR WRITE-INS

EXHIBIT B



COMMONWEALTH OF MASSACHUSETTS
OFFICE OF CONSUMER AFFAIRS AND BUSINESS REGULATION
DIVISION OF INSURANCE

REPORT OF EXAMINATION OF THE
LIBERTY MUTUAL PERSONAL INSURANCE COMPANY

Boston, Massachusetts

As of December 31, 2018

NAIC GROUP CODE 00111

NAIC COMPANY CODE 12484

EMPLOYER ID NUMBER 04-1023460

LIBERTY MUTUAL PERSONAL INSURANCE COMPANY

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**COMMONWEALTH OF
MASSACHUSETTS**
Office of Consumer Affairs and Business Regulation
DIVISION OF INSURANCE

1000 Washington Street, Suite 810 • Boston, MA 02118-6200
(617) 521-7794 • Toll free (877) 563-4467
<http://www.mass.gov/doi>

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

MIKE KENNEALY
SECRETARY OF HOUSING AND
ECONOMIC DEVELOPMENT

EDWARD A. PALLESCHI
UNDERSECRETARY OF CONSUMER
AFFAIRS
AND BUSINESS REGULATION

GARY D. ANDERSON
COMMISSIONER OF INSURANCE

June 10, 2020

The Honorable Gary D. Anderson
Commissioner of Insurance
Commonwealth of Massachusetts
Division of Insurance
1000 Washington Street, Suite 810
Boston, MA 02118-6200

Honorable Commissioner:

Pursuant to your instructions and in accordance with Massachusetts General Laws, Chapter 175, Section 4 an examination has been made of the financial condition and affairs of

LIBERTY MUTUAL PERSONAL INSURANCE COMPANY

at its home office located at 175 Berkeley Street, Boston, Massachusetts 02116. The following report thereon is respectfully submitted.

Liberty Mutual Personal Insurance Company

SCOPE OF EXAMINATION

Liberty Mutual Personal Insurance Company (“Company” or “LMPIC”) was last examined as of December 31, 2013 by the Massachusetts Division of Insurance (“Division”). The current multi-state Coordinated Group Examination was also conducted by the Division and covers the five-year period from January 1, 2014 through December 31, 2018, including any material transactions and/or events occurring subsequent to the examination date and noted during the course of this examination.

The examination was conducted in accordance with standards and procedures established by the National Association of Insurance Commissioners (“NAIC”) Financial Condition (E) Committee and prescribed by the current NAIC *Financial Condition Examiners Handbook*, the examination standards of the Division and with Massachusetts General Laws. The Handbook requires that we plan and perform the examination to evaluate the financial condition and identify current and prospective risks of the Company by obtaining information about the Company, including corporate governance, identifying and assessing inherent risks within the Company, and evaluating system controls and procedures used to mitigate those risks. An examination also includes identifying and evaluating significant risks that could cause an insurer’s surplus to be materially misstated both currently and prospectively.

All accounts and activities of the Company were considered in accordance with the risk-focused examination process. This may include assessing significant estimates made by management and evaluating management’s compliance with Statutory Accounting Principles. The examination does not attest to the fair presentation of the financial statements included herein. If, during the course of the examination an adjustment is identified, the impact of such adjustment will be documented separately following the Company’s financial statements.

This examination report includes significant findings of fact, as mentioned in the Massachusetts General Laws, Chapter 175, Section 4, and general information about the insurer and its financial condition. There may be other items identified during the examination that, due to their nature (e.g., subjective conclusions, proprietary information, etc.), are not included within the examination report but separately communicated to other regulators and/or the Company.

The Company is audited annually by Ernst & Young (“EY”), an independent certified public accounting firm. The firm expressed unqualified opinions on the Liberty Mutual Insurance Company Pool’s financial statements for the calendar years 2014 through 2018. A review and use of the Certified Public Accountants’ work papers was made to the extent deemed appropriate and effective.

Representatives from the firm of Risk & Regulatory Consulting, LLC (“RRC”) were retained by the Division to assist in the examination by performing certain examination procedures at the direction and under the overall management of the Division’s examination staff. The assistance included a review of accounting records, information systems and information technology general controls (“ITGC’s”), investments, and actuarially determined loss and loss adjustment expense reserves of the Liberty Mutual Intercompany Reinsurance Pooling Agreement (the “LMIC Pool”) as of December 31, 2018.

Liberty Mutual Personal Insurance Company

RRC was also engaged to conduct concurrent examinations of Liberty Mutual Insurance Company (“LMIC”), Liberty Mutual Mid-Atlantic Insurance Company (“LMMAIC”) and Montgomery Mutual Insurance Company (“MMIC”). Each of those examinations is the subject of separate reports.

This coordinated group financial examination of 58 licensed domestics was conducted in compliance with the *Coordination of Holding Company Group Exams* framework of the Handbook. The following participating states coordinated with the Division to conduct its examination:

- Arizona Department of Insurance (1 licensed domestic)
- California Department of Insurance (1 licensed domestic)
- Illinois Department of Insurance (8 licensed domestics)
- Indiana Department of Insurance (9 licensed domestics)
- Minnesota Department of Commerce (1 licensed domestic)
- State of New Hampshire Insurance Department (18 licensed domestics)
- Oregon Department of Consumer & Business Services, Division of Financial Regulation (4 licensed domestics)
- Texas Department of Insurance (6 licensed domestics)
- Wisconsin Office of the Commissioner of Insurance (6 licensed domestics)

SUMMARY OF SIGNIFICANT FINDINGS OF FACT

There were two significant observations and recommendations related to reinsurance and related party transactions noted by the examination team for improvements in process, activities and/or controls that were noted in this report. See the Summary of Recommendations section herein for additional details. There were no significant recommendations noted by the examination team in the previous report of examination.

COMPANY HISTORY

General

The Company was acquired by Liberty Mutual Group Inc. (“LMGI”) in December 2005. The Company, formerly known as American Mutual Insurance Company of Boston, was reorganized into a stock company as part of the acquisition by LMGI and became an indirect stock subsidiary of Liberty Mutual Holding Company Inc. (“LMHC”). The Company is a wholly-owned subsidiary of LMGI, a Massachusetts corporation. The ultimate parent of LMGI is LMHC. Collectively, all of the affiliated companies in the holding company system are referred to as the “Group”.

The Company is a member of the Liberty Mutual Second Amended and Restated Intercompany Reinsurance Agreement whereby after external reinsurance, the Company cedes its net underwriting activity to the lead company in the LMIC Pool and its pooling participation is 0.00%. Therefore, the Company reports no underwriting activity or reserve development.

Capital Stock

The Company has authorized, issued and outstanding 70,000 shares of common capital stock with a par value of \$100.00 per share. All of the outstanding capital stock of the Company is owned by LMGI.

Dividends to Stockholders

There were no dividends to the stockholder during the period of this examination.

MANAGEMENT AND CONTROL

Articles of Organization and Bylaws

The Company's Articles of Organization ("Articles") and bylaws were reviewed and there were no amendments to the bylaws during the examination period. The Articles were amended on May 18, 2017 to increase the authorized capital stock of the Company from 12,000 shares of Common Stock, par value \$100 per share to 70,000 shares of Common Stock, par value \$100.

Annual Meeting of the Stockholder

In accordance with the bylaws, the annual meeting of the stockholder is held during the first six months of the calendar year, the purpose of which is to elect a Board of Directors and to act upon such matters as may properly arise at that meeting. Minutes of stockholder meetings were reviewed for the period covered by this examination and all meetings were held in accordance with the Company's bylaws.

LMHC Board of Directors

LMHC's Board of Directors is responsible for providing oversight of the entire organization, including the Company. According to the LMHC bylaws, the Group's business shall be managed by the Board of Directors ("Board") which may exercise all of the powers of the Company, except as otherwise provided by the Articles or bylaws. The LMHC Board shall consist of not less than ten nor more than twenty-two persons as determined by vote of a majority of the Board. Directors are elected for a period of one, two or three years, as designated by the Board or members nominating candidates.

As of December 31, 2018, the LMHC's Board was comprised of thirteen Directors, twelve of whom are independent, as follows:

<u>Name of Director</u>	<u>Title</u>
David H. Long	Chairman of the Board, President and Chief Executive Officer, LMHC & LMIC
Francis A. Doyle	President and Chief Executive Officer, Connell Limited Partnership
Joseph L. Hooley	Chairman of the Board, State Street Corporation
John P. Manning	President and Chief Executive Officer, Boston Capital Corporation
Thomas J. May	Retired Chairman, President and Chief Executive Officer, Eversource Energy
Nancy W. Quan	SVP and Chief Technical Officer, Coca-Cola company
Myrtle S. Potter	Vant Operating Chair, Roivant Pharma
Ellen A. Rudnick	Senior Advisor, Polsky Center for Entrepreneurship at the University of Chicago Booth School of Business
Angel A. Ruiz	Chief Executive Officer, Mediakind Inc.
Martin P. Slark	Former Vice Chairman and Chief Executive Officer, Molex LLC
Eric A. Spiegel	Retired President and Chief Executive Officer, Siemens Corporation
William C. Van Faasen	Chairman Emeritus, Blue Cross and Blue Shield of Massachusetts
Annette M. Verschuren	Chair and Chief Executive Officer, NRStor Incorporated

Committees of the LMHC Board of Directors

During the period covered by this examination and in accordance with the LMHC bylaws, the LMHC Board of Directors may create an Executive Committee and Investment Committee and delegate any or all of the powers granted to the LMHC Board by law and LMHC bylaws. Many aspects of corporate governance for the Group as a whole are handled by Committees of LMHC.

The LMHC Board may elect, or by vote, authorize the Chief Executive Officer to appoint members of an Executive Committee and Investment Committee, and such other committees as may be required from time to time. As of December 31, 2018, standing committees of the LMHC Board include a Compensation Committee, Contributions Committee, Executive Committee, Investment Committee, Nominating and Governance Committee, and Risk Committee. In addition, the LMHC Audit Committee is the designated Audit Committee for the Company. These LMHC committees serve the Company in a governance perspective and are responsible for the approval of entity level decisions, investment strategies and transactions, and compensation matters.

At the LMHC level, a list of members serving on the Committees as of December 31, 2018 is as follows:

Audit Committee

Francis A. Doyle
 Thomas J. May
 Nancy W. Quan
 Eric A. Spiegel*
 William C. Van Faasen

Executive Committee

David H. Long*
 John P. Manning
 Myrtle S. Potter
 Martin P. Slark
 Eric A. Spiegel
 William C. Van Faasen

Risk Committee

David H. Long
 Myrtle S. Potter
 Ellen A. Rudnick
 Angel A. Ruiz
 Martin P. Slark*
 Annette M. Verschuren

Compensation Committee

John P. Manning
 Thomas J. May
 Myrtle S. Potter*
 William C. Van Faasen

Investment Committee

Francis A. Doyle
 David H. Long*
 John P. Manning
 Thomas J. May
 Martin P. Slark
 Eric A. Spiegel
 Annette M. Verschuren

Community Investment Committee

David H. Long
 John P. Manning*
 Ellen A. Rudnick
 William C. Van Faasen

Nominating & Governance Committee

Francis A. Doyle
 Myrtle S. Potter
 Ellen A. Rudnick
 Angel A. Ruiz
 William C. Van Faasen*

* Committee Chair

LMPIC Board of Directors

According to the bylaws, the Company's business shall be managed by the Board which may exercise all of the powers of the Company, except as otherwise provided by the Articles or bylaws. The LMPIC Board, a Management Board by nature, shall consist of not less than five nor more than twenty-four persons as determined by vote of a majority of the Board or by vote of the stockholders.

As of December 31, 2018, the Company's Board was comprised of nine affiliated Directors as follows:

Name of Director**Title**

Mark C. Touhey

Chairman of the Board, SVP, Corporate Secretary and Chief of Staff to the CEO, LMGI

Matthew P. Dolan

President, Global Risk Solutions North American Specialty, LMGI

Alison B. Erbig

SVP, Comptroller, LMGI

Michael J. Fallon

President, Global Risk Solutions National Insurance, LMGI

Julie M. Haase

Chief Financial Officer, Global Retail Markets, LMGI

<u>Name of Director</u>	<u>Title</u>
James M. MacPhee	President and Chief Operating Officer, Global Retail Markets U.S., LMGI
Sean B. McSweeney	Deputy General Counsel, Global Retail Markets, LMGI
Elizabeth J. Morahan	Deputy General Counsel, Global Risk Solutions, LMGI
Francis W. Robinson, Jr.	Chief Financial Officer, Global Risk Solutions, LMGI

LMHC and LMPIC Boards of Directors and LMHC Subcommittee Minutes

The minutes of meetings of the LMHC and LMPIC Boards, or consent actions in lieu of meetings, and minutes of the LMHC Subcommittee meetings for the period under examination were read, and they indicated that all actions were taken in accordance with the Company's bylaws, committee's charters and/or the Laws of the Commonwealth of Massachusetts.

Officers

Corporate officers are elected by the LMPIC Board at the annual stockholder meeting, and serve for one year in accordance with the Company's bylaws. The elected principal senior officers of the Company and their respective titles at December 31, 2018 were as follows:

<u>Name of Officer</u>	<u>Title</u>
Mark C. Touhey	Chairman of the Board, SVP and Secretary
James M. MacPhee	President and Chief Executive Officer
Laurance H. S. Yahia	SVP and Treasurer
Alison B. Erbig	SVP and Comptroller
Neeti Bhalla Johnson	EVP and Chief Investment Officer
James F. Kelleher	EVP and Chief Legal Officer
Christopher L. Peirce	EVP and Chief Financial Officer

Affiliated Companies

As stated in the Insurance Holding Company System Form B as filed with the Division, the Company is a member of a holding company system and is subject to the registration requirements of the Massachusetts General Laws, Chapter 175, Section 206C and 211 CMR 7.00. LMHC is the "ultimate controlling person" of the Group per Form B, as filed with the Division.

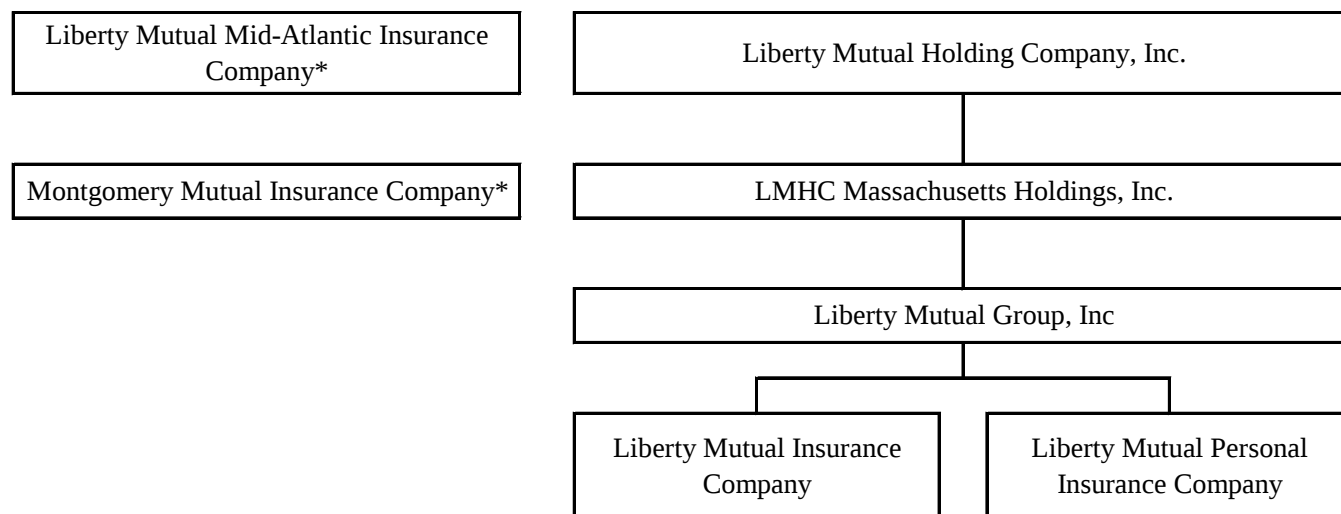
Organizational Chart

As previously noted, LMPIC is a member of holding company structure with LMIC having a controlling interest in the Company. LMIC's ultimate parent is LMHC, which operates in 30 countries and key markets around the globe which include the United States, Canada, 11 countries in Europe, nine countries throughout Asia and the Pacific, and eight countries in Latin America. In the United States there are 58 licensed insurance companies domiciled in ten different states.

Liberty Mutual Personal Insurance Company

Additionally, there are a number of non-insurance entities within the LMHC organizational structure.

The following is an abbreviated organizational chart as of December 31, 2018 depicting the Company's relationship to its ultimate controlling parent and other Massachusetts domiciled insurers:



*The Company is a mutual company and therefore not owned by any business entity, although, LMHC controls the Company's Board of Directors.

Please refer to the Company's December 31, 2018 Annual Statement filing, Schedule Y for a complete organizational chart.

Transactions and Agreements with Affiliates

There was a significant observation and recommendation related to related party transactions noted by the examination team. See the Summary of Recommendations section herein for additional details.

Management Services Agreement

The Company is a party to a management services agreement ("Agreement") with LMIC. Under the agreement, LMIC may provide the Company with office space, supplies, equipment, telephone and wire services, the use of computers and similar machines and services of personnel employed by LMIC and LMGI. Services provided include, but are not limited to, risk underwriting, claims processing, claims adjustments, policyholder services, contract management, and administration. LMIC is reimbursed for the cost of all services which it provides under the agreement.

Investment Management Agreement

The Company is a party to an investment and cash management agreement with Liberty Mutual Group Asset Management, Inc. ("LMGAMI"). Under this agreement, LMGAMI provides investment management services to the Company.

Liberty Mutual Personal Insurance Company

Tax Sharing Agreement

The Company's federal income tax return is consolidated with other affiliates in the federal income tax return of LMHC. The income tax allocation is subject to a written tax sharing agreement and allocation is based upon separate return calculations with credit applied for losses as appropriate. The Company has the enforceable right to recoup prior year payments in the event of future losses.

Capital Contributions

In 2017, LMPIC received a capital contribution from its parent, LMGI, in the amount of \$5.8 million.

TERRITORY AND PLAN OF OPERATION

The Company is licensed in 33 states and the District of Columbia. It primarily writes homeowners in Arizona, Illinois, Kentucky, Massachusetts, Ohio, and Utah. 100% of written premium is ceded to the LMIC Pool. The direct premium written by territories as of December 31, 2018 is as follows:

Territories	Direct Premium	
	Written	%
Arizona	1,307,793	23.26%
Illinois	1,116,888	19.86%
Kentucky	219,020	3.89%
Massachusetts	2,146,852	38.18%
Ohio	683,531	12.16%
Utah	149,066	2.65%
Total	5,623,150	100.00%

REINSURANCELiberty Mutual Intercompany Reinsurance Pooling Agreement

As previously noted, the Company is a member of the LMIC Pool. According to the agreement, the Company cedes 100% of its risks to LMIC, the lead insurer of the LMIC Pool and as such is the principal administrator of most pooling operations. After recording all of the affiliate transactions, LMIC records 100% of its external assumed and ceded reinsurance and the net underwriting activity is retroceded to the LMIC Pool participants in accordance with each company's pro-rata pooling participation percentage as noted below, except for Wausau Business Insurance Company, Wausau General Insurance Company and Wausau Underwriters Insurance Company, which cede 100% of its underwriting activity to Employers Insurance Company of Wausau, which then 100% retrocedes to LMIC to be included in the LMIC Pool.

Liberty Mutual Personal Insurance Company

The Company's participation ratio is 0.00% and therefore does not report any net underwriting financial results. As of December 31, 2018, the Company has no amounts due to/from affiliated entities participating in the LMIC Pool.

The LMIC Pool participants and their respective pro-rata pooling percentages as of December 31, 2018 are as follows:

	Legal Entity	NAIC #	2018 Pooling Percentage	State of Domicile
Lead Company	Liberty Mutual Insurance Company	23043	50%	MA
Affiliated Pool Companies	Peerless Insurance Company	24198	20%	NH
	Employers Insurance Company of Wausau	21458	8%	WI
	Liberty Mutual Fire Insurance Company	23035	8%	WI
	The Ohio Casualty Insurance Company	24074	8%	NH
	Safeco Insurance Company of America	24740	6%	NH
	American Economy Insurance Company	19690	0%	IN
	America First Insurance Company	12696	0%	NH
	American Fire and Casualty Company	24066	0%	NH
	America First Lloyd's Insurance Company	11526	0%	TX
	American States Insurance Company	19704	0%	IN
	American States Insurance Company of Texas	19712	0%	TX
	American States Lloyd's Insurance Company	31933	0%	TX
	American States Preferred Insurance Company	37214	0%	IN
	Colorado Casualty Insurance Company	41785	0%	NH
	Consolidated Insurance Company	22640	0%	IN
	Excelsior Insurance Company	11045	0%	NH
	First National Insurance Company of America	24724	0%	NH
	The First Liberty Insurance Corporation	33588	0%	IL
	General Insurance Company of America	24732	0%	NH
	Golden Eagle Insurance Corporation	10836	0%	NH
	Hawkeye-Security Insurance Company	36919	0%	WI
	Insurance Company of Illinois	26700	0%	IL
	Indiana Insurance Company	22659	0%	IN
	Ironshore Indemnity Inc.*	23647	0%	MN
	Ironshore Specialty Insurance Company*	25445	0%	AZ
	Liberty Insurance Corporation	42404	0%	IL
	Liberty Insurance Underwriters, Inc.	19917	0%	IL
	Liberty County Mutual Insurance Company	19544	0%	TX
	LM General Insurance Company	36447	0%	IL
	Liberty Lloyd's of Texas Insurance Company	11041	0%	TX
	LM Insurance Corporation	33600	0%	IL
	Liberty Mutual Mid-Atlantic Insurance Company	14486	0%	MA
	Liberty Mutual Personal Insurance Company	12484	0%	MA
	Liberty Northwest Insurance Corporation	41939	0%	OR
	Liberty Personal Insurance Company	11746	0%	NH
	Liberty Surplus Insurance Corporation	10725	0%	NH
	Mid-American Fire & Casualty Company	23507	0%	NH
	Montgomery Mutual Insurance Company	14613	0%	MA
	The Midwestern Indemnity Company	23515	0%	NH
	National Insurance Association	27944	0%	IN
	The Netherlands Insurance Company	24171	0%	NH
	North Pacific Insurance Company	23892	0%	OR
	Ohio Security Insurance Company	24082	0%	NH

	Legal Entity	NAIC #	2018 Pooling Percentage	State of Domicile
	Oregon Automobile Insurance Company	23922	0%	OR
	Peerless Indemnity Insurance Company	18333	0%	IL
	Safeco Insurance Company of Illinois	39012	0%	IL
	Safeco Insurance Company of Indiana	11215	0%	IN
	Safeco Insurance Company of Oregon	11071	0%	OR
	Safeco Lloyds Insurance Company	11070	0%	TX
	Safeco National Insurance Company	24759	0%	NH
	Safeco Surplus Lines Insurance Company	11100	0%	NH
	Wausau Business Insurance Company **	26069	0%	WI
	Wausau General Insurance Company**	26425	0%	WI
	Wausau Underwriters Insurance Company**	26042	0%	WI
	West American Insurance Company	44393	0%	IN
100% Quota Share Affiliated	LM Property and Casualty Insurance Company	32352	0%	IN

* Effective July 1, 2017, Ironshore Indemnity Inc. (“III”) and Ironshore Specialty Insurance Company (“ISIC”) became members of the LMIC Pool. All III and ISIC underwriting assets and liabilities were ceded to LMIC and retroceded to the LMIC Pool participants in accordance with each company’s LMIC Pool participation percentage as noted above.

** Wausau Business Insurance Company, Wausau General Insurance Company and Wausau Underwriters Insurance Company, each cedes 100% of its direct underwriting activity to Employers Insurance Company of Wausau, who then retrocedes 100% to the LMIC Pool.

There was a significant observation and recommendation related to reinsurance transactions noted by the examination team. See the Summary of Recommendations section herein for additional details.

Liberty Mutual Personal Insurance Company

FINANCIAL STATEMENTS

The following financial exhibits are based on the statutory financial statements prepared by management and filed by the Company with the Division and present the financial condition of the Company for the period ending December 31, 2018. The financial statements are the responsibility of Company management.

Statement of Assets, Liabilities, Surplus and Other Funds as of December 31, 2018

Statement of Income for the Year Ended December 31, 2018

Statement of Capital and Surplus for the Year Ended December 31, 2018

Reconciliation of Capital and Surplus for Each Year in the Five-Year Period Ended December 31, 2018

Statement of Assets, Liabilities, Surplus and Other Funds
as of December 31, 2018

	Per Annual Statement
Assets	
Bonds	\$ 12,865,747
Cash, cash equivalents, and short-term investments	62,489
Subtotals, cash and invested assets	12,928,236
Investment income due and accrued	72,868
Receivable from parent, subsidiaries and affiliates	313
Total Admitted Assets	\$ 13,001,417
Liabilities	
Current federal and foreign income taxes on realized capital gains (losses)	\$ 9,589
Net deferred tax liability	7,000
Payable to parent, subsidiaries and affiliates	1,861
Total Liabilities	18,450
Common capital stock	7,000,000
Gross paid in and contributed surplus	5,100,000
Unassigned funds (surplus)	882,967
Surplus as regards policyholders	12,982,967
Total Liabilities and Policyholder Surplus	\$ 13,001,417

Statement of Income
For the Year Ended December 31, 2018

	Per Annual Statement
Investment Income	
Net investment income earned	\$ 220,111
Net realized capital gains or (losses)	-
Net investment gain	220,111
Net income before dividends to policyholders and before federal income taxes	220,111
Foreign and federal income taxes incurred	44,000
Net income	\$ 176,111

Statement of Capital and Surplus
For the Year Ended December 31, 2018

Surplus as regards policyholders, December 31 prior year	<u>\$ 12,808,856</u>
Net income	176,111
Change in net deferred income tax	<u>(2,000)</u>
Change in surplus	<u>174,111</u>
Surplus as regards policyholders, December 31 current year	<u><u>\$ 12,982,967</u></u>

Reconciliation of Capital and Surplus
For Each Year in the Five Year Period Ended December 31, 2018

	2018	2017	2016	2015	2014
Surplus as regards policyholders, December 31, prior year	<u>\$ 12,808,856</u>	<u>\$ 6,907,079</u>	<u>\$ 6,856,800</u>	<u>\$ 6,818,016</u>	<u>\$ 6,779,005</u>
Net income	176,111	101,777	52,279	40,784	40,011
Change in net deferred income tax	(2,000)	-	(2,000)	(2,000)	(3,000)
Change in nonadmitted assets	-	-	-	-	2,000
Capital Changes: Paid in	<u>-</u>	<u>5,800,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net change in capital and surplus	<u>174,111</u>	<u>5,901,777</u>	<u>50,279</u>	<u>38,784</u>	<u>39,011</u>
Surplus as regards policyholders, December 31, current year	<u><u>\$ 12,982,967</u></u>	<u><u>\$ 12,808,856</u></u>	<u><u>\$ 6,907,079</u></u>	<u><u>\$ 6,856,800</u></u>	<u><u>\$ 6,818,016</u></u>

Liberty Mutual Personal Insurance Company

ANALYSIS OF CHANGES IN FINANCIAL STATEMENTS RESULTING FROM THE EXAMINATION

There were no changes in the financial statements resulting from the examination.

COMMENTS ON FINANCIAL STATEMENT ITEMS

RRC was retained to assist in the analysis of various actuarially determined items in the 2018 Annual Statement. Given the “risk focused” examination approach of the overall examination, RRC’s primary objective was to perform an assessment of reserve risk by performing a qualitative review of the work papers and documentation supporting the estimates of loss and loss adjustment expense (“LAE”) liabilities in order to assess the reasonableness of the scope, data used, methodologies and assumptions applied. This review included the analysis prepared by the Company’s appointed actuary and review and evaluation of the Company’s reconciliation as of December 31, 2018 of the actuarial data to Schedule P. This evaluation was also intended to consider data integrity and the appropriateness of the data segmentation. RRC also performed a high level evaluation of the Group’s actuarial process for development of pricing indications.

The table below illustrates RRC’s actuarial evaluation of the LMIC Pool. Based on RRC’s analysis and applied examination procedures, RRC determined that the LMIC Pool’s carried Loss and LAE reserves are approximately \$718,647 million dollars lower than RRC’s central estimate, but still within RRC’s range of reasonable estimates.

As noted previously, LMPIC’s pooling participation ratio is 0.00%, and therefor does not carry any net loss or LAE reserves.

<u>LMIC Pool</u> (000’s omitted)					
<u>RRC Estimates</u>					
	<u>Low</u>	<u>Indicated</u>	<u>High</u>	<u>Total Carried</u>	(Deficiency) <u>Vs. Indicated</u>
Net Loss & LAE	\$37,822,339	\$41,066,600	\$44,844,727	\$40,347,953	\$(718,647)
<u>Appointed Actuary Estimates</u>					
	<u>Low</u>	<u>Indicated</u>	<u>High</u>	<u>Total Carried</u>	(Deficiency) <u>Vs. Indicated</u>
Net Loss & LAE	\$37,904,891	\$40,324,352	\$42,421,281	\$40,347,953	\$23,601

Liberty Mutual Personal Insurance Company

SUBSEQUENT EVENTS

On November 21, 2019, the Division approved the Company's request to transfer its domicile from Massachusetts to New Hampshire in accordance with M.G.L. c. 175 § 4A. As part of the approval, the Division also confirmed the Company will be qualified to be admitted as a foreign insurer in the Commonwealth of Massachusetts upon completion of the redomestication process.

In March 2020, the World Health Organization declared Coronavirus disease (COVID-19) a pandemic. As of the date of this report, there was significant uncertainty on the effect that the pandemic would have on the insurance industry, economy, and society at large. Any impact to the Company will take time to assess and will be specific to the class and mix of business they underwrite. The Division will continue to monitor how the pandemic might impact the Company.

SUMMARY OF RECOMMENDATIONS

Reinsurance

The Company is not in compliance with SSAP No. 62R Revised Property and Casualty Reinsurance and SSAP No. 63 Underwriting Pools for recording reinsurance balances on a gross basis at the individual LMIC Pool member levels, other than LMIC. The Company is incorrectly recording nonaffiliated external assumed reinsurance contracts for certain LMIC Pool members, other than LMIC, directly to LMIC which is the lead company in the LMIC Pool. The Company's accounting practices also create an inaccurately reported Schedule F in the Annual Statement.

As a result, certain LMIC Pool participants (other than LMIC) are not correctly recording all of their assumed underwriting results on a gross basis whereby the participant's portion of premiums, losses, expenses (including intercompany related expenses), and other operations of the pools are recorded separately in each participant's financial statements rather than netted against each other within LMIC.

It is recommended that the Company correct its current reinsurance accounting practices to comply with SSAP No. 62R and SSAP No. 63 requirements for recording reinsurance balances on a gross basis for each individual pool member.

In addition, we recommend the Company:

- document its amended accounting practice in a formal reinsurance accounting policy memo.
- review its reinsurance process narratives / flowcharts and controls and update such, as necessary, for any changes in its reinsurance accounting practice and processes.
- evaluate and amend the Liberty Mutual Second Amended and Restated Reinsurance Agreement for any provisions that are not in compliance with SSAP No. 62R and SSAP No. 63.
- prospectively correct Schedule F for the revised gross reporting basis for each individual pool member as necessary.

Related Party Transactions

The Company's related party documentation supporting its internal controls, monthly calculations and recording of related party fees/expenses, settlement of intercompany receivables/payables, and evaluation of non-admitted intercompany receivables should be significantly enhanced.

It is recommended that the Company ensure that appropriate key controls and documentation are in place associated with the different agreement types, monthly calculations and recording of related party fees/expenses, settlement of intercompany receivables/payables, and evaluation of non-admitted intercompany receivables. In addition, the Company should reevaluate all related party investment agreements and other related party contracts that are based on a method other than a cost-allocation to ensure compliance with SSAP No. 25 Affiliates and Other Related Parties.

Liberty Mutual Personal Insurance Company

SIGNATURE PAGE

Acknowledgement is made of the cooperation and courtesies extended by the officers and employees of the Company during the examination.

The assistance rendered by Risk & Regulatory Consulting, LLC who participated in the examination is hereby acknowledged.

John m Curran

John M. Curran, CFE

Supervising Examiner & Examiner-in-Charge

Commonwealth of Massachusetts

Division of Insurance

EXHIBIT C



Liberty Mutual Insurance

350 E. 96th Street
Indianapolis, IN 46240

December 7, 2023

Ms. Shivani
175 Berkley Street
Boston, MA 02116

Insured Name: **Anthony Watts**
 Diane R Watts
Policy Number: **AOV24363444470**
Claim ID: **053189419**
Date of Loss: **04/15/2023**
Effective Date: **02/10/2023**

I hereby certify that the attached is a true and accurate copy of the documents requested for the policy listed above as maintained by the Liberty Mutual Personal Insurance Company in the usual and customary course of its business.

Denise Chambers
Policy Copy Support

DC
Enclosures

Watts001



Questions about your Policy?

Call 1-800-225-7014

Policy Number:

AOV-243-634444-70 3 7

Report a Claim:

1-800-2CLAIMS

**ACTION REQUIRED:**

PLEASE REVIEW AND KEEP FOR YOUR RECORDS.

Policy Declarations

Total Annual Premium: \$3,910.00

Reason for your new declarations page: Policy Change 07

Please refer to the Change Detail section for more information.

Effective date of this change: 09/17/2023

Your discounts and benefits have been applied. Includes state sales tax and local surcharge where applicable.

Insurance Information

Named Insured: Anthony Watts
Diane R Watts

Policy Number: AOV-243-634444-70 3 7

Mailing Address:

[REDACTED]

Policy Period:

Coverage begins at the later of:
(1) 12:01 AM on 02/10/2023, or (2)
The time that the application for
insurance is submitted and the policy is
bound. No coverage is provided prior to
the policy being bound. Coverage will
expire at 12:01 AM on 02/10/2024

Declarations Effective: 09/17/2023

Affinity Affiliation: Mazuma Credit Union

Vehicles Covered by Your Auto Policy

	YEAR	MAKE	MODEL	VEHICLE ID NUMBER
1	2016	GMC	TERRAIN	[REDACTED]
2	2012	AUDI	A6	[REDACTED]

Driver Information

	NAME	STATE		NAME	STATE
1	Anthony Watts	MO	2	Diane R Watts	MO

To ensure proper coverage, please contact us to add drivers not listed above.

**Want to Add a Coverage?**

Call 1-800-225-7014 to talk to your agent about the availability of this coverage and whether it meets your needs.

Policy Number:

AOV-243-634444-70 3 7

Report a Claim:

1-800-2CLAIMS

**DISCOUNTS AND BENEFITS SECTION**

Your discounts and benefits have been applied to your Total Annual Policy Premium.

Vehicle Discounts

	VEH 1	VEH 2
	2016	2012
	GMC	AUDI
	TERRAIN	A6
RightTrack® Discount	•	•

Policy Discounts

- Early Shopper Discount
- Homeowner Discount
- Preferred Payment Discount
- Claims Free Discount
- Multi Car Discount
- Violation Free Discount
- Good Payer Discount
- Paperless Discount

Policy Benefits**Accident Forgiveness:**

This policy is not eligible for Accident Forgiveness

New Car Replacement:

New Car Replacement is not included with this policy

Coverage Information

Your total annual policy premium for all covered vehicles is shown below. A premium is shown for each type of coverage you have purchased for each vehicle. **Where no premium is shown, you have not purchased the indicated coverage for that vehicle.**

COVERAGE		LIMITS	PREMIUM PER VEHICLE	
			VEH 1	VEH 2
			2016	2012
			GMC	AUDI
			TERRAIN	A6
A. Liability				
Bodily Injury	\$	25,000 Each Person	\$444	\$336
	\$	50,000 Each Accident		
Property Damage	\$	25,000 Each Accident	\$268	\$166
C. Uninsured Motorists				
Uninsured Motorists	\$	25,000 Each Person	\$271	\$160
Bodily Injury	\$	50,000 Each Accident		

**Want to Add a Coverage?**

Call 1-800-225-7014 to talk to your agent about the availability of this coverage and whether it meets your needs.

Policy Number:

AOV-243-634444-70 3 7

Report a Claim:

1-800-2CLAIMS

**Coverage Information** continued

COVERAGE	LIMITS	PREMIUM PER VEHICLE	
		VEH 1 2016 GMC TERRAIN	VEH 2 2012 AUDI A6
D. Coverage for Damage to Your Auto			
Collision		\$585	\$728
Actual Cash Value Less Deductible Shown Veh 1 \$2000	Veh 2 \$1000		
Other Than Collision		\$333	\$525
Actual Cash Value Less Deductible Shown Veh 1 \$2000	Veh 2 \$1000		
Optional Coverages			
Transportation Expenses	\$30 Per Day \$900 Per Accident	\$41	\$53

Annual Premium Per Vehicle:**\$1,942****\$1,968****Premium Adjustment from 09/17/2023 to 02/10/2024**

Total Adjustment: \$124.00

Total Annual Policy Premium: \$3,910.00**Additional Coverages and Products Available***

We've reviewed your policy and have identified additional optional coverages and products that can add valuable protection. Talk to your agent about purchasing the following coverages and products and whether they meet your needs.

- **Multi-Policy Discounts:** Having more than one insurance policy with Liberty Mutual can save you time and money. Learn more about how you can bundle your auto, home, renters, condo, or umbrella insurance.

*These optional coverages are subject to policy provisions, limitations, and exclusions. Daily limits or a deductible may apply. For a complete explanation, please consult your agent today.

Additional Information for Vehicles Covered by Your Policy

Loss Payee(s)	Month/Year Expires
VEH 1: MAZUMA CREDIT UNION	09/2027
VEH 2: MAZUMA CREDIT UNION	07/2025

**Questions about your Policy?**

Call 1-800-225-7014

Policy Number:

AOV-243-634444-70 3 7

Report a Claim:

1-800-2CLAIMS

**Change Detail**

Changes made to your policy for: Policy Change 07

- Substitute Vehicle 1

Policy Forms and Endorsements: The following forms and endorsements are applicable to your policy.

Amendment of Policy Provisions - Missouri AS3750 07 17	Automobile Amendatory Endorsement AS3766 10 16
Amendatory Endorsement - Delivery of Goods AS3919MO 11 20	Uninsured Motorists Coverage - Missouri AS3747 04 22
Amendment of Policy Definitions AS2344 04 08	Optional Transportation Expenses Coverage AS2225 06 05
Nuclear, Bio-Chemical & Mold Exclusion Endorsement AS2228 07 05	Coverage For Damage To Your Auto Exclusion Endorsement PP 13 01 12 99
Automatic Termination Endorsement AS1046 12 89	Loss Payable Clause PP 03 05 08 86
Mutual Holding Company 2340e	

Special State Provisions

Address: Liberty Mutual Insurance, 175 Berkeley Street, Boston MA 02116

Phone: (617) 357-9500

LibertyGuard Auto Policy Declaration provided and underwritten by Liberty Mutual Personal Insurance Company (a stock insurance company), Boston, MA.

President

Secretary

This policy, including endorsements listed above,
is countersigned by:

Authorized Representative

**Questions about your Policy?**

Call 1-800-225-7014

Policy Number:

AOV-243-634444-70 3 7

Report a Claim:

1-800-2CLAIMS

**ACTION REQUIRED:**

PLEASE REVIEW AND KEEP FOR YOUR RECORDS.

Policy Declarations

Total Annual Premium: \$3,598.00

Reason for your new declarations page: Policy Change 06

Please refer to the **Change Detail** section for more information.**Effective date of this change: 09/17/2023**

Your discounts and benefits have been applied. Includes state sales tax and local surcharge where applicable.

Insurance Information

Named Insured: Anthony Watts
Diane R Watts

Policy Number: AOV-243-634444-70 3 7

Mailing Address:

[REDACTED]

Policy Period:

Coverage begins at the later of:
(1) 12:01 AM on **02/10/2023**, or (2)
The time that the application for
insurance is submitted and the policy is
bound. No coverage is provided prior to
the policy being bound. Coverage will
expire at 12:01 AM on **02/10/2024**

Declarations Effective: 09/17/2023

Affinity Affiliation: Mazuma Credit Union

Vehicles Covered by Your Auto Policy

	YEAR	MAKE	MODEL	VEHICLE ID NUMBER
1	2010	BMW	X5	[REDACTED]
2	2012	AUDI	A6	[REDACTED]

Driver Information

	NAME	STATE		NAME	STATE
1	Anthony Watts	MO	2	Diane R Watts	MO

To ensure proper coverage, please contact us to add drivers not listed above.Policy
Declarations

**Want to Add a Coverage?**

Call 1-800-225-7014 to talk to your agent about the availability of this coverage and whether it meets your needs.

Policy Number:

AOV-243-634444-70 3 7

Report a Claim:

1-800-2CLAIMS

**DISCOUNTS AND BENEFITS SECTION**

Your discounts and benefits have been applied to your Total Annual Policy Premium.

Vehicle Discounts

	VEH 1	VEH 2
	2010	2012
	BMW	AUDI
	X5	A6
RightTrack® Discount	•	•

Policy Discounts

- Early Shopper Discount
- Homeowner Discount
- Preferred Payment Discount
- Claims Free Discount
- Multi Car Discount
- Violation Free Discount
- Good Payer Discount
- Paperless Discount

Policy Benefits**Accident Forgiveness:**

This policy is not eligible for Accident Forgiveness

New Car Replacement:

New Car Replacement is not included with this policy

Coverage Information

Your total annual policy premium for all covered vehicles is shown below. A premium is shown for each type of coverage you have purchased for each vehicle. **Where no premium is shown, you have not purchased the indicated coverage for that vehicle.**

COVERAGE	LIMITS		PREMIUM PER VEHICLE	
			VEH 1	VEH 2
			2010	2012
			BMW	AUDI
			X5	A6
A. Liability				
Bodily Injury	\$	25,000 Each Person	\$375	\$378
	\$	50,000 Each Accident		
Property Damage	\$	25,000 Each Accident	\$216	\$201
C. Uninsured Motorists				
Uninsured Motorists	\$	25,000 Each Person	\$84	\$160
Bodily Injury	\$	50,000 Each Accident		

**Want to Add a Coverage?**

Call 1-800-225-7014 to talk to your agent about the availability of this coverage and whether it meets your needs.

Policy Number:

AOV-243-634444-70 3 7

Report a Claim:

1-800-2CLAIMS

**Coverage Information** continued

COVERAGE	LIMITS	PREMIUM PER VEHICLE	
		VEH 1 2010 BMW X5	VEH 2 2012 AUDI A6
D. Coverage for Damage to Your Auto			
Collision		\$388	\$796
Actual Cash Value Less Deductible Shown Veh 1 \$1000	Veh 2 \$1000		
Other Than Collision		\$332	\$582
Actual Cash Value Less Deductible Shown Veh 1 \$1000	Veh 2 \$1000		
Optional Coverages			
Transportation Expenses	\$30 Per Day \$900 Per Accident	\$30	\$56

Annual Premium Per Vehicle:**\$1,425****\$2,173****Premium Adjustment from 09/17/2023 to 02/10/2024**

Total Adjustment: \$206.00

Total Annual Policy Premium: \$3,598.00**Valuable Benefits Included in Your Policy**

We want to make sure you are aware and taking advantage of the following benefits included in your policy simply for being our customer.

- **24-Hour Claims Assistance:** You never know when you'll have an accident, but if you do, our claims team will be available 24/7 to quickly handle your claim by phone, online, or on your mobile device.
- **Lifetime Repair Guarantee:** If you have an accident, we'll make sure your car is fixed right. Choosing one of our Guaranteed Repair Network shops will guarantee the repairs for as long as you own your car.

Additional Information for Vehicles Covered by Your Policy

Loss Payee(s)	Month/Year Expires
VEH 1: WESTLAKE FINANCIAL SERVICES	04/2028
VEH 2: MAZUMA CREDIT UNION	07/2025



Questions about your Policy?

Call 1-800-225-7014

Policy Number:

AOV-243-634444-70 3 7

Report a Claim:

1-800-2CLAIMS



Change Detail

Changes made to your policy for: Policy Change 06

- Void Policy Change 05

Policy Forms and Endorsements: The following forms and endorsements are applicable to your policy.

Amendment of Policy Provisions - Missouri AS3750 07 17	Automobile Amendatory Endorsement AS3766 10 16
Amendatory Endorsement - Delivery of Goods AS3919MO 11 20	Uninsured Motorists Coverage - Missouri AS3747 04 22
Amendment of Policy Definitions AS2344 04 08	Optional Transportation Expenses Coverage AS2225 06 05
Nuclear, Bio-Chemical & Mold Exclusion Endorsement AS2228 07 05	Coverage For Damage To Your Auto Exclusion Endorsement PP 13 01 12 99
Automatic Termination Endorsement AS1046 12 89	Loss Payable Clause PP 03 05 08 86
Mutual Holding Company 2340e	

Special State Provisions

Address: Liberty Mutual Insurance, 175 Berkeley Street, Boston MA 02116

Phone: (617) 357-9500

LibertyGuard Auto Policy Declaration provided and underwritten by Liberty Mutual Personal Insurance Company (a stock insurance company), Boston, MA.

President

Secretary

This policy, including endorsements listed above,
is countersigned by:

Authorized Representative

**Questions about your Policy?**

Call 1-800-225-7014

Policy Number:

AOV-243-634444-70 3 7

Report a Claim:

1-800-2CLAIMS

**ACTION REQUIRED:**

PLEASE REVIEW AND KEEP FOR YOUR RECORDS.

Policy Declarations

Total Annual Premium: \$3,082.00

Reason for your new declarations page: Policy Change 05

Please refer to the **Change Detail** section for more information.**Effective date of this change: 09/17/2023**

Your discounts and benefits have been applied. Includes state sales tax and local surcharge where applicable.

Insurance Information

Named Insured: Anthony Watts
Diane R Watts

Policy Number: AOV-243-634444-70 3 7

Mailing Address:

[REDACTED]

Policy Period:

Coverage begins at the later of:
(1) 12:01 AM on **02/10/2023**, or (2)
The time that the application for
insurance is submitted and the policy is
bound. No coverage is provided prior to
the policy being bound. Coverage will
expire at 12:01 AM on **02/10/2024**

Declarations Effective: 09/17/2023

Affinity Affiliation: Mazuma Credit Union

Vehicles Covered by Your Auto Policy

	YEAR	MAKE	MODEL	VEHICLE ID NUMBER
1	2010	BMW	X5	[REDACTED]
2	2016	GMC	TERRAIN	[REDACTED]

Driver Information

	NAME	STATE		NAME	STATE
1	Anthony Watts	MO	2	Diane R Watts	MO

To ensure proper coverage, please contact us to add drivers not listed above.

**Want to Add a Coverage?**

Call 1-800-225-7014 to talk to your agent about the availability of this coverage and whether it meets your needs.

Policy Number:

AOV-243-634444-70 3 7

Report a Claim:

1-800-2CLAIMS

**DISCOUNTS AND BENEFITS SECTION**

Your discounts and benefits have been applied to your Total Annual Policy Premium.

Vehicle Discounts

	VEH 1	VEH 2
	2010	2016
	BMW	GMC
	X5	TERRAIN
RightTrack® Discount	•	•

Policy Discounts

- Early Shopper Discount
- Homeowner Discount
- Preferred Payment Discount
- Claims Free Discount
- Multi Car Discount
- Violation Free Discount
- Good Payer Discount
- Paperless Discount

Policy Benefits**Accident Forgiveness:**

This policy is not eligible for Accident Forgiveness

New Car Replacement:

New Car Replacement is not included with this policy

Coverage Information

Your total annual policy premium for all covered vehicles is shown below. A premium is shown for each type of coverage you have purchased for each vehicle. **Where no premium is shown, you have not purchased the indicated coverage for that vehicle.**

COVERAGE	LIMITS		PREMIUM PER VEHICLE	
			VEH 1	VEH 2
			2010	2016
			BMW X5	GMC TERRAIN
A. Liability				
Bodily Injury	\$	25,000 Each Person	\$332	\$396
	\$	50,000 Each Accident		
Property Damage	\$	25,000 Each Accident	\$176	\$217
C. Uninsured Motorists				
Uninsured Motorists	\$	25,000 Each Person	\$84	\$236
Bodily Injury	\$	50,000 Each Accident		

**Want to Add a Coverage?**

Call 1-800-225-7014 to talk to your agent about the availability of this coverage and whether it meets your needs.

Policy Number:

AOV-243-634444-70 3 7

Report a Claim:

1-800-2CLAIMS

**Coverage Information** continued

COVERAGE	LIMITS	PREMIUM PER VEHICLE	
		VEH 1 2010 BMW X5	VEH 2 2016 GMC TERRAIN
D. Coverage for Damage to Your Auto			
Collision		\$352	\$591
Actual Cash Value Less Deductible Shown			
Veh 1 \$1000	Veh 2 \$1000		
Other Than Collision		\$299	\$331
Actual Cash Value Less Deductible Shown			
Veh 1 \$1000	Veh 2 \$1000		
Optional Coverages			
Transportation Expenses	\$30 Per Day \$900 Per Accident	\$28	\$40

Annual Premium Per Vehicle:**\$1,271****\$1,811****Premium Adjustment from 09/17/2023 to 02/10/2024**

Total Adjustment: \$206.00CR

Total Annual Policy Premium: \$3,082.00**Additional Coverages and Products Available***

We've reviewed your policy and have identified additional optional coverages and products that can add valuable protection. Talk to your agent about purchasing the following coverages and products and whether they meet your needs.

- **Multi-Policy Discounts:** Having more than one insurance policy with Liberty Mutual can save you time and money. Learn more about how you can bundle your auto, home, renters, condo, or umbrella insurance.

*These optional coverages are subject to policy provisions, limitations, and exclusions. Daily limits or a deductible may apply. For a complete explanation, please consult your agent today.

Additional Information for Vehicles Covered by Your Policy

Loss Payee(s)	Month/Year Expires
VEH 1: WESTLAKE FINANCIAL SERVICES	04/2028
VEH 2: MAZUMA CREDIT UNION	09/2024

**Questions about your Policy?**

Call 1-800-225-7014

Policy Number:

AOV-243-634444-70 3 7

Report a Claim:

1-800-2CLAIMS

**Change Detail**

Changes made to your policy for: Policy Change 05

- Substitute Vehicle 2

Policy Forms and Endorsements: The following forms and endorsements are applicable to your policy.

Amendment of Policy Provisions - Missouri AS3750 07 17	Automobile Amendatory Endorsement AS3766 10 16
Amendatory Endorsement - Delivery of Goods AS3919MO 11 20	Uninsured Motorists Coverage - Missouri AS3747 04 22
Amendment of Policy Definitions AS2344 04 08	Optional Transportation Expenses Coverage AS2225 06 05
Nuclear, Bio-Chemical & Mold Exclusion Endorsement AS2228 07 05	Coverage For Damage To Your Auto Exclusion Endorsement PP 13 01 12 99
Automatic Termination Endorsement AS1046 12 89	Loss Payable Clause PP 03 05 08 86
Mutual Holding Company 2340e	

Special State Provisions

Address: Liberty Mutual Insurance, 175 Berkeley Street, Boston MA 02116

Phone: (617) 357-9500

LibertyGuard Auto Policy Declaration provided and underwritten by Liberty Mutual Personal Insurance Company (a stock insurance company), Boston, MA.

President

Secretary

This policy, including endorsements listed above,
is countersigned by:

Authorized Representative

**Questions about your Policy?**

Call 1-800-225-7014

Policy Number:

AOV-243-634444-70 3 7

Report a Claim:

1-800-2CLAIMS

**ACTION REQUIRED:**

PLEASE REVIEW AND KEEP FOR YOUR RECORDS.

Policy Declarations

Total Annual Premium: \$3,598.00

Reason for your new declarations page: Policy Change 04

Please refer to the **Change Detail** section for more information.**Effective date of this change: 05/18/2023**

Your discounts and benefits have been applied. Includes state sales tax and local surcharge where applicable.

Insurance Information

Named Insured: Anthony Watts
Diane R Watts

Policy Number: AOV-243-634444-70 3 7

Mailing Address:

[REDACTED]

Policy Period:

Coverage begins at the later of:
(1) 12:01 AM on **02/10/2023**, or (2)
The time that the application for
insurance is submitted and the policy is
bound. No coverage is provided prior to
the policy being bound. Coverage will
expire at 12:01 AM on **02/10/2024**

Declarations Effective: 05/18/2023

Affinity Affiliation: Mazuma Credit Union

Vehicles Covered by Your Auto Policy

	YEAR	MAKE	MODEL	VEHICLE ID NUMBER
1	2010	BMW	X5	[REDACTED]
2	2012	AUDI	A6	[REDACTED]

Driver Information

	NAME	STATE		NAME	STATE
1	Anthony Watts	MO	2	Diane R Watts	MO

To ensure proper coverage, please contact us to add drivers not listed above.Policy
Declarations

**Want to Add a Coverage?**

Call 1-800-225-7014 to talk to your agent about the availability of this coverage and whether it meets your needs.

Policy Number:

AOV-243-634444-70 3 7

Report a Claim:

1-800-2CLAIMS

**DISCOUNTS AND BENEFITS SECTION**

Your discounts and benefits have been applied to your Total Annual Policy Premium.

Vehicle Discounts

	VEH 1	VEH 2
	2010	2012
	BMW	AUDI
	X5	A6
RightTrack® Discount	•	•

Policy Discounts

- Early Shopper Discount
- Homeowner Discount
- Preferred Payment Discount
- Claims Free Discount
- Multi Car Discount
- Violation Free Discount
- Good Payer Discount
- Paperless Discount

Policy Benefits**Accident Forgiveness:**

This policy is not eligible for Accident Forgiveness

New Car Replacement:

New Car Replacement is not included with this policy

Coverage Information

Your total annual policy premium for all covered vehicles is shown below. A premium is shown for each type of coverage you have purchased for each vehicle. **Where no premium is shown, you have not purchased the indicated coverage for that vehicle.**

COVERAGE	LIMITS		PREMIUM PER VEHICLE	
			VEH 1	VEH 2
			2010	2012
			BMW	AUDI
			X5	A6
A. Liability				
Bodily Injury	\$	25,000 Each Person	\$375	\$378
	\$	50,000 Each Accident		
Property Damage	\$	25,000 Each Accident	\$216	\$201
C. Uninsured Motorists				
Uninsured Motorists	\$	25,000 Each Person	\$84	\$160
Bodily Injury	\$	50,000 Each Accident		

**Want to Add a Coverage?**

Call 1-800-225-7014 to talk to your agent about the availability of this coverage and whether it meets your needs.

Policy Number:

AOV-243-634444-70 3 7

Report a Claim:

1-800-2CLAIMS

**Coverage Information** continued

COVERAGE	LIMITS	PREMIUM PER VEHICLE	
		VEH 1 2010 BMW X5	VEH 2 2012 AUDI A6
D. Coverage for Damage to Your Auto			
Collision		\$388	\$796
Actual Cash Value Less Deductible Shown			
Veh 1 \$1000	Veh 2 \$1000		
Other Than Collision		\$332	\$582
Actual Cash Value Less Deductible Shown			
Veh 1 \$1000	Veh 2 \$1000		
Optional Coverages			
Transportation Expenses	\$30 Per Day \$900 Per Accident	\$30	\$56

Annual Premium Per Vehicle:**\$1,425****\$2,173****Premium Adjustment from 05/18/2023 to 02/10/2024**

Total Adjustment: \$615.00

Total Annual Policy Premium: \$3,598.00**Additional Coverages and Products Available***

We've reviewed your policy and have identified additional optional coverages and products that can add valuable protection. Talk to your agent about purchasing the following coverages and products and whether they meet your needs.

- **Multi-Policy Discounts:** Having more than one insurance policy with Liberty Mutual can save you time and money. Learn more about how you can bundle your auto, home, renters, condo, or umbrella insurance.

*These optional coverages are subject to policy provisions, limitations, and exclusions. Daily limits or a deductible may apply. For a complete explanation, please consult your agent today.

Additional Information for Vehicles Covered by Your Policy

Loss Payee(s)	Month/Year Expires
VEH 1: WESTLAKE FINANCIAL SERVICES	04/2028
VEH 2: MAZUMA CREDIT UNION	07/2025

**Questions about your Policy?**

Call 1-800-225-7014

Policy Number:

AOV-243-634444-70 3 7

Report a Claim:

1-800-2CLAIMS

**Change Detail**

Changes made to your policy for: Policy Change 04

- Add Multi-Car Discount to Policy
- Add Vehicle 1

Policy Forms and Endorsements: The following forms and endorsements are applicable to your policy.

Amendment of Policy Provisions - Missouri AS3750 07 17	Automobile Amendatory Endorsement AS3766 10 16
Amendatory Endorsement - Delivery of Goods AS3919MO 11 20	Uninsured Motorists Coverage - Missouri AS3747 04 22
Amendment of Policy Definitions AS2344 04 08	Optional Transportation Expenses Coverage AS2225 06 05
Nuclear, Bio-Chemical & Mold Exclusion Endorsement AS2228 07 05	Coverage For Damage To Your Auto Exclusion Endorsement PP 13 01 12 99
Automatic Termination Endorsement AS1046 12 89	Loss Payable Clause PP 03 05 08 86
Mutual Holding Company 2340e	

Special State Provisions

Address: Liberty Mutual Insurance, 175 Berkeley Street, Boston MA 02116

Phone: (617) 357-9500

LibertyGuard Auto Policy Declaration provided and underwritten by Liberty Mutual Personal Insurance Company (a stock insurance company), Boston, MA.

President

Secretary

This policy, including endorsements listed above,
is countersigned by:

Authorized Representative

**Questions about your Policy?**

Call 1-800-225-7014

Policy Number:

AOV-243-634444-70 3 7

Report a Claim:

1-800-2CLAIMS

**ACTION REQUIRED:**

PLEASE REVIEW AND KEEP FOR YOUR RECORDS.

Policy Declarations

Total Annual Premium: \$2,760.00

Reason for your new declarations page: Policy Change 03

Please refer to the **Change Detail** section for more information.**Effective date of this change: 04/29/2023**

Your discounts and benefits have been applied. Includes state sales tax and local surcharge where applicable.

Insurance Information

Named Insured: Anthony Watts
Diane R Watts

Policy Number: AOV-243-634444-70 3 7

Mailing Address:

[REDACTED]

Policy Period:

Coverage begins at the later of:
(1) 12:01 AM on **02/10/2023**, or (2)
The time that the application for
insurance is submitted and the policy is
bound. No coverage is provided prior to
the policy being bound. Coverage will
expire at 12:01 AM on **02/10/2024**

Declarations Effective: 04/29/2023

Affinity Affiliation: Mazuma Credit Union

Vehicles Covered by Your Auto Policy

	YEAR	MAKE	MODEL	VEHICLE ID NUMBER
2	2012	AUDI	A6	[REDACTED]

Driver Information

	NAME	STATE		NAME	STATE
1	Anthony Watts	MO	2	Diane R Watts	MO

To ensure proper coverage, please contact us to add drivers not listed above.

DISCOUNTS AND BENEFITS SECTION

Your discounts and benefits have been applied to your Total Annual Policy Premium.

Vehicle Discounts

VEH 2
2012
AUDI
A6

RightTrack® Discount

•

**Want to Add a Coverage?**

Call 1-800-225-7014 to talk to your agent about the availability of this coverage and whether it meets your needs.

Policy Number:

AOV-243-634444-70 3 7

Report a Claim:

1-800-2CLAIMS

**DISCOUNTS AND BENEFITS SECTION** continued**Policy Discounts**

- Early Shopper Discount
- Homeowner Discount
- Violation Free Discount
- Claims Free Discount
- Paperless Discount
- Good Payer Discount
- Preferred Payment Discount

Policy Benefits**Accident Forgiveness:**

This policy is not eligible for Accident Forgiveness

New Car Replacement:

New Car Replacement is not included with this policy

Coverage Information

Your total annual policy premium for all covered vehicles is shown below. A premium is shown for each type of coverage you have purchased for each vehicle. **Where no premium is shown, you have not purchased the indicated coverage for that vehicle.**

COVERAGE	LIMITS	PREMIUM PER VEHICLE
		VEH 2 2012 AUDI A6
A. Liability		
Bodily Injury	\$ 25,000 Each Person	\$568
	\$ 50,000 Each Accident	
Property Damage	\$ 25,000 Each Accident	\$243
C. Uninsured Motorists		
Uninsured Motorists	\$ 25,000 Each Person	\$192
Bodily Injury	\$ 50,000 Each Accident	
D. Coverage for Damage to Your Auto		
Collision		\$1,034
Actual Cash Value Less Deductible Shown Veh 2 \$1000		
Other Than Collision		\$654
Actual Cash Value Less Deductible Shown Veh 2 \$1000		

**Want to Add a Coverage?**

Call 1-800-225-7014 to talk to your agent about the availability of this coverage and whether it meets your needs.

Policy Number:

AOV-243-634444-70 3 7

Report a Claim:

1-800-2CLAIMS

**Coverage Information** continued

COVERAGE	LIMITS	PREMIUM PER VEHICLE
		VEH 2
		2012
		AUDI
		A6

Optional Coverages

Transportation Expenses	\$30 Per Day \$900 Per Accident	\$69
-------------------------	------------------------------------	------

Annual Premium Per Vehicle:**\$2,760****Premium Adjustment from 04/29/2023 to 02/10/2024**

Total Adjustment: \$598.00CR

Total Annual Policy Premium: \$2,760.00**Additional Coverages and Products Available***

We've reviewed your policy and have identified additional optional coverages and products that can add valuable protection. Talk to your agent about purchasing the following coverages and products and whether they meet your needs.

- **Multi-Policy Discounts:** Having more than one insurance policy with Liberty Mutual can save you time and money. Learn more about how you can bundle your auto, home, renters, condo, or umbrella insurance.

*These optional coverages are subject to policy provisions, limitations, and exclusions. Daily limits or a deductible may apply. For a complete explanation, please consult your agent today.

Additional Information for Vehicles Covered by Your Policy

Loss Payee(s)	Month/Year Expires
VEH 2: MAZUMA CREDIT UNION	07/2025

Change Detail

Changes made to your policy for: Policy Change 03

- Remove Multi-Car Discount
- Eliminate Vehicle 1

Policy Forms and Endorsements: The following forms and endorsements are applicable to your policy.

Amendment of Policy Provisions - Missouri AS3750 07 17	Automobile Amendatory Endorsement AS3766 10 16
Amendatory Endorsement - Delivery of Goods AS3919MO 11 20	Uninsured Motorists Coverage - Missouri AS3747 04 22
Amendment of Policy Definitions AS2344 04 08	Optional Transportation Expenses Coverage AS2225 06 05

**Questions about your Policy?**

Call 1-800-225-7014

Policy Number:

AOV-243-634444-70 3 7

Report a Claim:

1-800-2CLAIMS

**Policy Forms and Endorsements:** The following forms and endorsements are applicable to your policy. *(continued)*Nuclear, Bio-Chemical & Mold Exclusion Endorsement
AS2228 07 05

Automatic Termination Endorsement AS1046 12 89

Mutual Holding Company 2340e

Coverage For Damage To Your Auto Exclusion
Endorsement PP 13 01 12 99

Loss Payable Clause PP 03 05 08 86

Special State Provisions

Address: Liberty Mutual Insurance, 175 Berkeley Street, Boston MA 02116

Phone: (617) 357-9500

LibertyGuard Auto Policy Declaration provided and underwritten by Liberty Mutual Personal Insurance Company
(a stock insurance company), Boston, MA.

President

Secretary

This policy, including endorsements listed above,
is countersigned by:

Authorized Representative

**Questions about your Policy?**

Call 1-800-225-7014

Policy Number:

AOV-243-634444-70 3 7

Report a Claim:

1-800-2CLAIMS

**ACTION REQUIRED:**

PLEASE REVIEW AND KEEP FOR YOUR RECORDS.

Policy Declarations

Total Annual Premium: \$3,519.00

Reason for your new declarations page: Policy Change 02

Please refer to the **Change Detail** section for more information.**Effective date of this change: 04/16/2023**

Your discounts and benefits have been applied. Includes state sales tax and local surcharge where applicable.

Insurance Information

Named Insured: Anthony Watts
Diane R Watts

Policy Number: AOV-243-634444-70 3 7

Mailing Address:

[REDACTED]

Policy Period:

Coverage begins at the later of:
(1) 12:01 AM on **02/10/2023**, or (2)
The time that the application for
insurance is submitted and the policy is
bound. No coverage is provided prior to
the policy being bound. Coverage will
expire at 12:01 AM on **02/10/2024**

Declarations Effective: 04/16/2023

Affinity Affiliation: Mazuma Credit Union

Vehicles Covered by Your Auto Policy

	YEAR	MAKE	MODEL	VEHICLE ID NUMBER
1	2009	NISSAN	ALTIMA	[REDACTED]
2	2012	AUDI	A6	[REDACTED]

Driver Information

	NAME	STATE		NAME	STATE
1	Anthony Watts	MO	2	Diane R Watts	MO

To ensure proper coverage, please contact us to add drivers not listed above.Policy
Declarations

**Want to Add a Coverage?**

Call 1-800-225-7014 to talk to your agent about the availability of this coverage and whether it meets your needs.

Policy Number:

AOV-243-634444-70 3 7

Report a Claim:

1-800-2CLAIMS

**DISCOUNTS AND BENEFITS SECTION**

Your discounts and benefits have been applied to your Total Annual Policy Premium.

Vehicle Discounts

	VEH 1	VEH 2
	2009	2012
	NISSAN	AUDI
	ALTIMA	A6
RightTrack® Discount	•	•

Policy Discounts

- | | | |
|------------------------------|---------------------------|-----------------------|
| • Early Shopper Discount | • Claims Free Discount | • Good Payer Discount |
| • Homeowner Discount | • Multi Car Discount | • Paperless Discount |
| • Preferred Payment Discount | • Violation Free Discount | |

Policy Benefits**Accident Forgiveness:**

This policy is not eligible for Accident Forgiveness

New Car Replacement:

New Car Replacement is not included with this policy

Coverage Information

Your total annual policy premium for all covered vehicles is shown below. A premium is shown for each type of coverage you have purchased for each vehicle. **Where no premium is shown, you have not purchased the indicated coverage for that vehicle.**

COVERAGE		LIMITS		PREMIUM PER VEHICLE	
				VEH 1	VEH 2
				2009	2012
				NISSAN	AUDI
				ALTIMA	A6
A. Liability					
Bodily Injury	\$	25,000 Each Person		\$429	\$330
	\$	50,000 Each Accident			
Property Damage	\$	25,000 Each Accident		\$247	\$160
C. Uninsured Motorists					
Uninsured Motorists	\$	25,000 Each Person		\$189	\$160
Bodily Injury	\$	50,000 Each Accident			

**Want to Add a Coverage?**

Call 1-800-225-7014 to talk to your agent about the availability of this coverage and whether it meets your needs.

Policy Number:

AOV-243-634444-70 3 7

Report a Claim:

1-800-2CLAIMS

**Coverage Information** continued

COVERAGE	LIMITS	PREMIUM PER VEHICLE	
		VEH 1 2009 NISSAN ALTIMA	VEH 2 2012 AUDI A6
D. Coverage for Damage to Your Auto			
Collision		\$462	\$711
Actual Cash Value Less Deductible Shown Veh 1 \$500	Veh 2 \$1000		
Other Than Collision		\$225	\$515
Actual Cash Value Less Deductible Shown Veh 1 \$500	Veh 2 \$1000		
Optional Coverages			
Transportation Expenses	\$30 Per Day \$900 Per Accident	\$39	\$52

Annual Premium Per Vehicle:**\$1,591****\$1,928****Premium Adjustment from 04/16/2023 to 02/10/2024**

Total Adjustment: \$139.00CR

Total Annual Policy Premium: \$3,519.00**Additional Coverages and Products Available***

We've reviewed your policy and have identified additional optional coverages and products that can add valuable protection. Talk to your agent about purchasing the following coverages and products and whether they meet your needs.

- **Multi-Policy Discounts:** Having more than one insurance policy with Liberty Mutual can save you time and money. Learn more about how you can bundle your auto, home, renters, condo, or umbrella insurance.

*These optional coverages are subject to policy provisions, limitations, and exclusions. Daily limits or a deductible may apply. For a complete explanation, please consult your agent today.

Additional Information for Vehicles Covered by Your Policy

Loss Payee(s)	Month/Year Expires
VEH 2: MAZUMA CREDIT UNION	07/2025

**Questions about your Policy?**

Call 1-800-225-7014

Policy Number:

AOV-243-634444-70 3 7

Report a Claim:

1-800-2CLAIMS

**Change Detail**

Changes made to your policy for: Policy Change 02

- Final RightTrack Discount Operator 2

Policy Forms and Endorsements: The following forms and endorsements are applicable to your policy.

Amendment of Policy Provisions - Missouri AS3750 07 17	Automobile Amendatory Endorsement AS3766 10 16
Amendatory Endorsement - Delivery of Goods AS3919MO 11 20	Uninsured Motorists Coverage - Missouri AS3747 04 22
Amendment of Policy Definitions AS2344 04 08	Optional Transportation Expenses Coverage AS2225 06 05
Nuclear, Bio-Chemical & Mold Exclusion Endorsement AS2228 07 05	Coverage For Damage To Your Auto Exclusion Endorsement PP 13 01 12 99
Automatic Termination Endorsement AS1046 12 89	Loss Payable Clause PP 03 05 08 86
Mutual Holding Company 2340e	

Special State Provisions

Address: Liberty Mutual Insurance, 175 Berkeley Street, Boston MA 02116

Phone: (617) 357-9500

LibertyGuard Auto Policy Declaration provided and underwritten by Liberty Mutual Personal Insurance Company (a stock insurance company), Boston, MA.

President

Secretary

This policy, including endorsements listed above,
is countersigned by:

Authorized Representative

**Questions about your Policy?**

Call 1-800-225-7014

Policy Number:

AOV-243-634444-70 3 7

Report a Claim:

1-800-2CLAIMS

**ACTION REQUIRED:**

PLEASE REVIEW AND KEEP FOR YOUR RECORDS.

Policy Declarations

Total Annual Premium: \$3,687.00

Reason for your new declarations page: Policy Change 01

Please refer to the **Change Detail** section for more information.**Effective date of this change: 04/16/2023**

Your discounts and benefits have been applied. Includes state sales tax and local surcharge where applicable.

Insurance Information

Named Insured: Anthony Watts
Diane R Watts

Policy Number: AOV-243-634444-70 3 7

Mailing Address:

[REDACTED]

Policy Period:

Coverage begins at the later of:
(1) 12:01 AM on **02/10/2023**, or (2)
The time that the application for
insurance is submitted and the policy is
bound. No coverage is provided prior to
the policy being bound. Coverage will
expire at 12:01 AM on **02/10/2024**

Declarations Effective: 04/16/2023

Affinity Affiliation: Mazuma Credit Union

Vehicles Covered by Your Auto Policy

	YEAR	MAKE	MODEL	VEHICLE ID NUMBER
1	2009	NISSAN	ALTIMA	[REDACTED]
2	2012	AUDI	A6	[REDACTED]

Driver Information

	NAME	STATE		NAME	STATE
1	Anthony Watts	MO	2	Diane R Watts	MO

To ensure proper coverage, please contact us to add drivers not listed above.

DISCOUNTS AND BENEFITS SECTION

Your discounts and benefits have been applied to your Total Annual Policy Premium.

Policy Discounts

- Early Shopper Discount
- Homeowner Discount
- Preferred Payment Discount
- Claims Free Discount
- Multi Car Discount
- Violation Free Discount
- Good Payer Discount
- Paperless Discount

**Want to Add a Coverage?**

Call 1-800-225-7014 to talk to your agent about the availability of this coverage and whether it meets your needs.

Policy Number:

AOV-243-634444-70 3 7

Report a Claim:

1-800-2CLAIMS

**DISCOUNTS AND BENEFITS SECTION** continued**Policy Benefits****Accident Forgiveness:**

This policy is not eligible for Accident Forgiveness

New Car Replacement:

New Car Replacement is not included with this policy

Coverage Information

Your total annual policy premium for all covered vehicles is shown below. A premium is shown for each type of coverage you have purchased for each vehicle. **Where no premium is shown, you have not purchased the indicated coverage for that vehicle.**

COVERAGE	LIMITS		PREMIUM PER VEHICLE	
			VEH 1 2009 NISSAN ALTIMA	VEH 2 2012 AUDI A6
A. Liability				
Bodily Injury	\$	25,000 Each Person	\$443	\$339
	\$	50,000 Each Accident		
Property Damage	\$	25,000 Each Accident	\$260	\$169
C. Uninsured Motorists				
Uninsured Motorists	\$	25,000 Each Person	\$199	\$169
Bodily Injury	\$	50,000 Each Accident		
D. Coverage for Damage to Your Auto				
Collision			\$486	\$749
Actual Cash Value Less Deductible Shown Veh 1 \$500				
		Veh 2 \$1000		
Other Than Collision			\$236	\$541
Actual Cash Value Less Deductible Shown Veh 1 \$500				
		Veh 2 \$1000		
Optional Coverages				
Transportation Expenses	\$30 Per Day \$900 Per Accident		\$41	\$55

Annual Premium Per Vehicle:**\$1,665****\$2,022**

**Want to Add a Coverage?**

Call 1-800-225-7014 to talk to your agent about the availability of this coverage and whether it meets your needs.

Policy Number:

AOV-243-634444-70 3 7

Report a Claim:

1-800-2CLAIMS

**Coverage Information** continued**Premium Adjustment from 04/16/2023 to 02/10/2024**

Total Adjustment: \$139.00

Total Annual Policy Premium: \$3,687.00**Additional Coverages and Products Available***

We've reviewed your policy and have identified additional optional coverages and products that can add valuable protection. Talk to your agent about purchasing the following coverages and products and whether they meet your needs.

- **Multi-Policy Discounts:** Having more than one insurance policy with Liberty Mutual can save you time and money. Learn more about how you can bundle your auto, home, renters, condo, or umbrella insurance.

*These optional coverages are subject to policy provisions, limitations, and exclusions. Daily limits or a deductible may apply. For a complete explanation, please consult your agent today.

Additional Information for Vehicles Covered by Your Policy

Loss Payee(s)	Month/Year Expires
VEH 2: MAZUMA CREDIT UNION	07/2025

Change Detail

Changes made to your policy for: Policy Change 01

- Remove RightTrack Operator 2

Policy Forms and Endorsements: The following forms and endorsements are applicable to your policy.

Amendment of Policy Provisions - Missouri AS3750 07 17	Automobile Amendatory Endorsement AS3766 10 16
Amendatory Endorsement - Delivery of Goods AS3919MO 11 20	Uninsured Motorists Coverage - Missouri AS3747 04 22
Amendment of Policy Definitions AS2344 04 08	Optional Transportation Expenses Coverage AS2225 06 05
Nuclear, Bio-Chemical & Mold Exclusion Endorsement AS2228 07 05	Coverage For Damage To Your Auto Exclusion Endorsement PP 13 01 12 99
Automatic Termination Endorsement AS1046 12 89	Loss Payable Clause PP 03 05 08 86
Mutual Holding Company 2340e	

Special State Provisions

Address: Liberty Mutual Insurance, 175 Berkeley Street, Boston MA 02116

Phone: (617) 357-9500

**Questions about your Policy?**

Call 1-800-225-7014

Policy Number:

AOV-243-634444-70 3 7

Report a Claim:

1-800-2CLAIMS



LibertyGuard Auto Policy Declaration provided and underwritten by Liberty Mutual Personal Insurance Company (a stock insurance company), Boston, MA.

President

Secretary

This policy, including endorsements listed above,
is countersigned by:

Authorized Representative

**Questions about your Policy?**

Call 1-800-225-7014

Policy Number:

AOV-243-634444-70 3 7

Report a Claim:

1-800-2CLAIMS

**ACTION REQUIRED:**

PLEASE REVIEW AND KEEP FOR YOUR RECORDS.

Policy Declarations

Total Annual Premium: * \$3,519.00

**Save an estimated \$24
annually by switching to
Paid-in-Full**Policy
Declarations**Bill Frequency: Monthly Installment Fee Per Payment: \$2.00**

*Total Annual policy premium above does not include installment fees.

Your discounts and benefits have been applied. Includes state sales tax and local surcharge where applicable.

Insurance InformationNamed Insured: Anthony Watts
Diane R Watts

Policy Number: AOV-243-634444-70 3 7

Mailing Address:



Policy Period:

Coverage begins at the later of:
(1) 12:01 AM on **02/10/2023**, or (2)
The time that the application for
insurance is submitted and the policy is
bound. No coverage is provided prior to
the policy being bound. Coverage will
expire at 12:01 AM on **02/10/2024**

Declarations Effective: 02/10/2023

Affinity Affiliation: Mazuma Credit Union

Vehicles Covered by Your Auto Policy

	YEAR	MAKE	MODEL	VEHICLE ID NUMBER
1	2009	NISSAN	ALTIMA	
2	2012	AUDI	A6	

Driver Information

	NAME	STATE		NAME	STATE
1	Anthony Watts	MO	2	Diane R Watts	MO

To ensure proper coverage, please contact us to add drivers not listed above.

**Want to Add a Coverage?**

Call 1-800-225-7014 to talk to your agent about the availability of this coverage and whether it meets your needs.

Policy Number:

AOV-243-634444-70 3 7

Report a Claim:

1-800-2CLAIMS

**DISCOUNTS AND BENEFITS SECTION**

Your discounts and benefits have been applied to your Total Annual Policy Premium.

Vehicle Discounts

	VEH 1	VEH 2
	2009	2012
	NISSAN	AUDI
	ALTIMA	A6
RightTrack® Discount	•	•

Policy Discounts

- | | | |
|------------------------------|---------------------------|-----------------------|
| • Early Shopper Discount | • Claims Free Discount | • Good Payer Discount |
| • Homeowner Discount | • Multi Car Discount | • Paperless Discount |
| • Preferred Payment Discount | • Violation Free Discount | |

Policy Benefits**Accident Forgiveness:**

This policy is not eligible for Accident Forgiveness

New Car Replacement:

New Car Replacement is not included with this policy

Coverage Information

Your total annual policy premium for all covered vehicles is shown below. A premium is shown for each type of coverage you have purchased for each vehicle. **Where no premium is shown, you have not purchased the indicated coverage for that vehicle.**

COVERAGE		LIMITS	PREMIUM PER VEHICLE	
			VEH 1	VEH 2
			2009	2012
			NISSAN	AUDI
			ALTIMA	A6
A. Liability				
Bodily Injury	\$	25,000 Each Person	\$429	\$330
	\$	50,000 Each Accident		
Property Damage	\$	25,000 Each Accident	\$247	\$160
C. Uninsured Motorists				
Uninsured Motorists	\$	25,000 Each Person	\$189	\$160
Bodily Injury	\$	50,000 Each Accident		

**Want to Add a Coverage?**

Call 1-800-225-7014 to talk to your agent about the availability of this coverage and whether it meets your needs.

Policy Number:

AOV-243-634444-70 3 7

Report a Claim:

1-800-2CLAIMS

**Coverage Information** continued

COVERAGE	LIMITS	PREMIUM PER VEHICLE	
		VEH 1 2009 NISSAN ALTIMA	VEH 2 2012 AUDI A6
D. Coverage for Damage to Your Auto			
Collision		\$462	\$711
Actual Cash Value Less Deductible Shown Veh 1 \$500	Veh 2 \$1000		
Other Than Collision		\$225	\$515
Actual Cash Value Less Deductible Shown Veh 1 \$500	Veh 2 \$1000		
Optional Coverages			
Transportation Expenses	\$30 Per Day \$900 Per Accident	\$39	\$52

Annual Premium Per Vehicle:**\$1,591****\$1,928****Total Annual Policy Premium: \$3,519.00****Additional Coverages and Products Available***

We've reviewed your policy and have identified additional optional coverages and products that can add valuable protection. Talk to your agent about purchasing the following coverages and products and whether they meet your needs.

- **Multi-Policy Discounts:** Having more than one insurance policy with Liberty Mutual can save you time and money. Learn more about how you can bundle your auto, home, renters, condo, or umbrella insurance.

*These optional coverages are subject to policy provisions, limitations, and exclusions. Daily limits or a deductible may apply. For a complete explanation, please consult your agent today.

Additional Information for Vehicles Covered by Your Policy

Loss Payee(s)	Month/Year Expires
VEH 2: MAZUMA CREDIT UNION	07/2025

Policy Forms and Endorsements: The following forms and endorsements are applicable to your policy.

Amendment of Policy Provisions - Missouri AS3750 07 17	Automobile Amendatory Endorsement AS3766 10 16
Amendatory Endorsement - Delivery of Goods AS3919MO 11 20	Uninsured Motorists Coverage - Missouri AS3747 04 22



Questions about your Policy?

Call 1-800-225-7014

Policy Number:

AOV-243-634444-70 3 7

Report a Claim:

1-800-2CLAIMS



Policy Forms and Endorsements: The following forms and endorsements are applicable to your policy. *(continued)*

Amendment of Policy Definitions AS2344 04 08

Optional Transportation Expenses Coverage

AS2225 06 05

Nuclear, Bio-Chemical & Mold Exclusion Endorsement
AS2228 07 05

Coverage For Damage To Your Auto Exclusion
Endorsement PP 13 01 12 99

Automatic Termination Endorsement AS1046 12 89
Mutual Holding Company 2340e

Loss Payable Clause PP 03 05 08 86

Special State Provisions

Address: Liberty Mutual Insurance, 175 Berkeley Street, Boston MA 02116

Phone: (617) 357-9500

LibertyGuard Auto Policy Declaration provided and underwritten by Liberty Mutual Personal Insurance Company
(a stock insurance company), Boston, MA.

President

Secretary

This policy, including endorsements listed above,
is countersigned by:

Authorized Representative



LibertyGuard Auto Policy

Please read your policy and each endorsement carefully.

To serve you best...

Liberty Mutual has over 350 service offices throughout the United States and Canada. Please contact your service office shown on your Declarations Page to report losses, or for any changes or questions about your insurance. Payments should be sent to the office indicated on your bill.

THIS POLICY IS NONASSESSABLE

Liberty Mutual Insurance Group

**LIBERTYGUARD AUTO POLICY****QUICK REFERENCE****DECLARATIONS PAGE**

Your Name and Address

Your Auto or Trailer

Policy Period

Coverages and Amounts of Insurance

**Beginning
On Page**

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***MUTUAL POLICY CONDITIONS 13**

*These conditions apply only if Liberty Mutual Fire Insurance Company is shown in the Declarations as the insurer.



AUTO POLICY AGREEMENT

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

DEFINITIONS

A. Throughout this policy, "you" and "your" refer to:

1. The "named insured" shown in the Declarations; and
2. The spouse if a resident of the same household.

If the spouse ceases to be a resident of the same household during the policy period or prior to the inception of this policy, the spouse will be considered "you" and "your" under this policy but only until the earlier of:

1. The end of 90 days following the spouse's change of residency;
2. The effective date of another policy listing the spouse as a named insured; or
3. The end of the policy period.

B. "We", "us" and "our" refer to the Company providing this insurance.

C. For purposes of this policy, a private passenger type auto, pickup or van shall be deemed to be owned by a person if leased:

1. Under a written agreement to that person; and
2. For a continuous period of at least 6 months.

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

D. "Bodily injury" means bodily harm, sickness or disease, including death that results.

E. "Business" includes trade, profession or occupation.

F. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household. This includes a ward or foster child.

G. "Occupying" means in, upon, getting in, on, out or off.

H. "Property damage" means physical injury to, destruction of or loss of use of tangible property.

I. "Trailer" means a vehicle designed to be pulled by a:

1. Private passenger auto; or
2. Pickup or van.

It also means a farm wagon or farm implement while towed by a vehicle listed in

1. or 2. above.

J. "Your covered auto" means:

1. Any vehicle shown in the Declarations.
2. A "newly acquired auto".
3. Any "trailer" you own.
4. Any auto or "trailer" you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

This Provision (J.4.) does not apply to Coverage For Damage To Your Auto.

K. "Newly acquired auto":

1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:
 - a. A private passenger auto; or
 - b. A pickup or van, for which no other insurance policy provides coverage, that:
 - (1) Has a Gross Vehicle Weight of less than 10,000 lbs.; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
 - (b) For farming or ranching.

2. Coverage for a "newly acquired auto" is provided as described below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for a "newly acquired auto" will begin at the time you request the coverage.

- a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner.



However, for this coverage to apply to a "newly acquired auto" which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 14 days after you become the owner.

If a "newly acquired auto" replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.

- b. Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
 - (1) 14 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
 - (2) Four days after you become the owner if the Declarations do not

indicate that Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", a Collision deductible of \$500 will apply.

- c. Other Than Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
 - (1) 14 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
 - (2) Four days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", an Other Than Collision deductible of \$500 will apply.

PART A - LIABILITY COVERAGE

INSURING AGREEMENT

- A. We will pay damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the "insured". We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.
- B. "Insured" as used in this Part means:
 - 1. You or any "family member" for the ownership, maintenance or use of any auto or "trailer".
 - 2. Any person using "your covered auto".
 - 3. For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
 - 4. For any auto or "trailer", other than "your

covered auto", any other person or organization but only with respect to legal responsibility for acts or omissions of you or any "family member" for whom coverage is afforded under this Part. This Provision (B.4.) applies only if the person or organization does not own or hire the auto or "trailer".

SUPPLEMENTARY PAYMENTS

In addition to our limit of liability, we will pay on behalf of an "insured":

- 1. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in "bodily injury" or "property damage" covered under this policy.
- 2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
- 3. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgement which does not exceed our limit of liability for this coverage.
- 4. Up to \$200 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.



5. Other reasonable expenses incurred at our request.

EXCLUSIONS

- A. We do not provide Liability Coverage for any "insured":

1. Who intentionally causes "bodily injury" or "property damage".
2. For "property damage" to property owned or being transported by that "insured".
3. For "property damage" to property:
 - a. Rented to;
 - b. Used by; or
 - c. In the care of;
 that "insured".

This Exclusion (A.3.) does not apply to "property damage" to a residence or private garage.

4. For "bodily injury" to an employee of that "insured" during the course of employment. This Exclusion (A.4.) does not apply to "bodily injury" to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This Exclusion (A.5.) does not apply to a share-the-expense car pool.
6. While employed or otherwise engaged in the "business" of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;
 vehicles designed for use mainly on public highways. This includes road testing and delivery. This Exclusion (A.6.) does not apply to the ownership, maintenance or use of "your covered auto" by:
 - a. You;
 - b. Any "family member"; or
 - c. Any partner, agent or employee of you or any "family member".
7. Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion A.6.

This Exclusion (A.7.) does not apply to the maintenance or use of a:

- a. Private passenger auto;

- b. Pickup or van; or
- c. "Trailer" used with a vehicle described in a. or b. above.

8. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (A.8.) does not apply to a "family member" using "your covered auto" which is owned by you.

9. For "bodily injury" or "property damage" for which that "insured":

- a. Is an insured under a nuclear energy liability policy; or
- b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by any of the following or their successors:

- a. Nuclear Energy Liability Insurance Association;
- b. Mutual Atomic Energy Liability Underwriters; or
- c. Nuclear Insurance Association of Canada.

- B. We do not provide Liability Coverage for the ownership, maintenance or use of:

1. Any vehicle which:

- a. Has fewer than four wheels; or
- b. Is designed mainly for use off public roads.

This Exclusion (B.1.) does not apply:

- a. While such vehicle is being used by an "insured" in a medical emergency;
- b. To any "trailer"; or
- c. To any non-owned golf cart.

2. Any vehicle, other than "your covered auto", which is:

- a. Owned by you; or
- b. Furnished or available for your regular use.

3. Any vehicle, other than "your covered auto", which is:

- a. Owned by any "family member"; or
- b. Furnished or available for the regular use of any "family member".

However, this Exclusion (B.3.) does not apply to you while you are maintaining or "occupying" any vehicle which is:

- a. Owned by a "family member"; or
- b. Furnished or available for the regular use of a "family member".

4. Any vehicle, located inside a facility designed for racing, for the purpose of:

- a. Competing in; or



- b. Practicing or preparing for;
any prearranged or organized racing or
speed contest.

LIMIT OF LIABILITY

- A. The limit of liability shown in the
Declarations for each person for Bodily
Injury Liability is our maximum limit of
liability for all damages, including damages
for care, loss of services or death, arising
out of "bodily injury" sustained by any one
person in any one auto accident. Subject to
this limit for each person, the limit of liability
shown in the Declarations for each accident
for Bodily Injury Liability is our maximum
limit of liability for all damages for "bodily
injury" resulting from any one auto accident.
The limit of liability shown in the
Declarations for each accident for Property
Damage Liability is our maximum limit of
liability for all "property damage" resulting
from any one auto accident.
This is the most we will pay regardless of
the number of:
 - 1. "Insureds";
 - 2. Claims made;
 - 3. Vehicles or premiums shown in the
Declarations; or
 - 4. Vehicles involved in the auto accident.
- B. No one will be entitled to receive duplicate
payments for the same elements of loss
under this coverage and:
 - 1. Part B or Part C of this policy; or
 - 2. Any Underinsured Motorists Coverage
provided by this policy.

PART B - MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

- A. We will pay reasonable expenses incurred
for necessary medical and funeral services
because of "bodily injury":
 - 1. Caused by accident; and
 - 2. Sustained by an "insured".
 We will pay only those expenses incurred
for services rendered within 3 years from
the date of the accident.
- B. "Insured" as used in this Part means:
 - 1. You or any "family member":
 - a. While "occupying"; or
 - b. As a pedestrian when struck by;
a motor vehicle designed for use mainly
on public roads or a trailer of any type.
 - 2. Any other person while "occupying"
"your covered auto".

EXCLUSIONS

- We do not provide Medical Payments Coverage
for any "insured" for "bodily injury":
- 1. Sustained while "occupying" any

OUT OF STATE COVERAGE

If an auto accident to which this policy applies
occurs in any state or province other than the
one in which "your covered auto" is principally
garaged, we will interpret your policy for that
accident as follows:

- A. If the state or province has:
 - 1. A financial responsibility or similar law
specifying limits of liability for "bodily
injury" or "property damage" higher than
the limit shown in the Declarations, your
policy will provide the higher specified
limit.
 - 2. A compulsory insurance or similar law
requiring a nonresident to maintain
insurance whenever the nonresident uses
a vehicle in that state or province, your
policy will provide at least the required
minimum amounts and types of
coverage.
- B. No one will be entitled to duplicate
payments for the same elements of loss.

FINANCIAL RESPONSIBILITY

When this policy is certified as future proof of
financial responsibility, this policy shall comply
with the law to the extent required.

OTHER INSURANCE

If there is other applicable liability insurance we
will pay only our share of the loss. Our share is
the proportion that our limit of liability bears to
the total of all applicable limits. However, any
insurance we provide for a vehicle you do not
own shall be excess over any other collectible
insurance.

motorized vehicle having fewer than four
wheels.

- 2. Sustained while "occupying" "your -
covered auto" when it is being used as a
public or livery conveyance. This
Exclusion (2.) does not apply to a
share-the-expense car pool.
- 3. Sustained while "occupying" any vehicle
located for use as a residence or
premises.
- 4. Occurring during the course of
employment if workers' compensation
benefits are required or available for the
"bodily injury".
- 5. Sustained while "occupying", or when
struck by, any vehicle (other than "your
covered auto") which is:
 - a. Owned by you; or
 - b. Furnished or available for your
regular use.
- 6. Sustained while "occupying", or when



struck by, any vehicle (other than "your covered auto") which is:

- a. Owned by any "family member"; or
- b. Furnished or available for the regular use of any "family member".

However, this Exclusion (6.) does not apply to you.

- 7. Sustained while "occupying" a vehicle without a reasonable belief that that "insured" is entitled to do so, This Exclusion (7.) does not apply to a "family member" using "your covered auto" which is owned by you.
- 8. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured". This Exclusion (8.) does not apply to "bodily injury" sustained while "occupying" a:
 - a. Private passenger auto;
 - b. Pickup or van that you own; or
 - c. "Trailer" used with a vehicle described in a. or b. above.
- 9. Caused by or as a consequence of:
 - a. Discharge of a nuclear weapon (even if accidental);
 - b. War (declared or undeclared);
 - c. Civil war;
 - d. Insurrection; or
 - e. Rebellion or revolution.
- 10. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
 - a. Nuclear reaction;
 - b. Radiation; or

c. Radioactive contamination.

- 11. Sustained while "occupying" any vehicle located inside a facility designed for racing, for the purpose of:

- a. Competing in; or
- b. Practicing or preparing for; any prearranged or organized racing or speed contest.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:
 - 1. "Insureds";
 - 2. Claims made;
 - 3. Vehicles or premiums shown in the Declarations; or
 - 4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 - 1. Part A or Part C of this policy; or
 - 2. Any Underinsured Motorists Coverage provided by this policy.

OTHER INSURANCE

If there is other applicable auto medical payments insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

PART C - UNINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

- A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":

- 1. Sustained by an "insured"; and
- 2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

- B. "Insured" as used in this Part means:

- 1. You or any "family member".
- 2. Any other person "occupying" "your covered auto".

- 3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

- C. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

- 1. To which no bodily injury liability bond or policy applies at the time of the accident.
- 2. To which a bodily injury liability bond or policy applies at the time of the accident. In this case its limit for bodily injury liability must be less than the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged.



3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
 - a. You or any "family member";
 - b. A vehicle which you or any "family member" are "occupying"; or
 - c. "Your covered auto".
4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

However, "uninsured motor vehicle" does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you or any "family member".
2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.

EXCLUSIONS

- A. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained:
 1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
 2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- B. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":
 1. If that "insured" or the legal representative settles the "bodily injury" claim without our consent.
 2. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (B.2.) does not apply to a share-the-expense car pool.
 3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (B.3.) does not apply to a "family member" using "your

- covered auto" which is owned by you.
- C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:

1. Workers' compensation law; or
2. Disability benefits law.

- D. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the accident.

- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 1. Part A. or Part B. of this policy; or
 2. Any Underinsured Motorists Coverage provided by this policy.
- C. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- D. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
 1. Workers' compensation law; or
 2. Disability benefits law.

OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided under this Part of the policy:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under



- any insurance providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own shall be excess over any collectible insurance providing such coverage on a primary basis.
 3. If the coverage under this policy is provided:
 - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 - b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

ARBITRATION

- A. If we and an "insured" do not agree:
 1. Whether that "insured" is legally entitled to recover damages; or
 2. As to the amount of damages which are recoverable by that "insured";
 from the owner or operator of an "uninsured motor vehicle", then the matter may be arbitrated. However, disputes

concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- B. Each party will:
 1. Pay the expenses it incurs; and
 2. Bear the expenses of the third arbitrator equally.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:
 1. Whether the "insured" is legally entitled to recover damages; and
 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrator's decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

- A. We will pay for direct and accidental loss to "your covered auto" or any "non-owned auto", including their equipment, minus any applicable deductible shown in the Declarations. If loss to more than one "your covered auto" or "non-owned auto" results from the same "collision", only the highest applicable deductible will apply. We will pay for loss to "your covered auto" caused by:
 1. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
 2. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.
 If there is a loss to a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations.
- B. "Collision" means the upset of "your covered auto" or a "non-owned auto" or their impact with another vehicle or object.

Loss caused by the following is considered other than "collision":

1. Missiles or falling objects;
2. Fire;
3. Theft or larceny;
4. Explosion or earthquake;
5. Windstorm;
6. Hail, water or flood;
7. Malicious mischief or vandalism;
8. Riot or civil commotion;
9. Contact with bird or animal; or
10. Breakage of glass.

If breakage of glass is caused by a "collision", you may elect to have it considered a loss caused by "collision".

- C. "Non-owned auto" means:
 1. Any private passenger auto, pickup, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member" while in the custody of or being operated by you or any "family member"; or



2. Any auto or "trailer" you do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

TRANSPORTATION EXPENSES

A. In addition, we will pay, without application of a deductible, up to a maximum of \$600 for:

1. Temporary transportation expenses not exceeding \$20 per day incurred by you in the event of a loss to "your covered auto". We will pay for such expenses if the loss is caused by:
 - a. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
 - b. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.
2. Expenses for which you become legally responsible in the event of loss to a "non-owned auto". We will pay for such expenses if the loss is caused by:
 - a. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for any "your covered auto".
 - b. "Collision" only if the Declarations indicate that Collision Coverage is provided for any "your covered auto".

However, the most we will pay for any expenses for loss of use is \$20 per day.

B. The loss is caused by:

1. A total theft of "your covered auto" or a "non-owned auto", we will pay only expenses incurred during the period:
 - a. Beginning 48 hours after the theft; and
 - b. Ending when "your covered auto" or the "non-owned auto" is returned to use or we pay for its loss.
2. Other than theft of a "your covered auto" or a "non-owned auto", we will pay only expenses beginning when the auto is withdrawn from use for more than 24 hours.

C. Our payment will be limited to that period of time reasonably required to repair or replace the "your covered auto" or the "non-owned auto".

EXCLUSIONS

We will not pay for:

1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used as a public or livery conveyance. This Exclusion (1.) does not apply to a share-the-expense car pool.
2. Damage due and confined to:
 - a. Wear and tear;
 - b. Freezing;
 - c. Mechanical or electrical breakdown or failure; or
 - d. Road damage to tires.

This Exclusion (2.) does not apply if the damage results from the total theft of "your covered auto" or any "non-owned auto".
3. Loss due to or as a consequence of:
 - a. Radioactive contamination;
 - b. Discharge of any nuclear weapon (even if accidental);
 - c. War (declared or undeclared);
 - d. Civil war;
 - e. Insurrection; or
 - f. Rebellion or revolution.
4. Loss to any electronic equipment designed for the reproduction of sound and any accessories used with such equipment. This includes but is not limited to:
 - a. Radios and stereos;
 - b. Tape decks; or
 - c. Compact disc players.

This Exclusion (4.) does not apply to equipment designed solely for the reproduction of sound and accessories used with such equipment, provided:

 - a. The equipment is permanently installed in "your covered auto" or any "non-owned auto"; or
 - b. The equipment is:
 - (1) Removable from a housing unit which is permanently installed in the auto;
 - (2) Designed to be solely operated by use of the power from the auto's electrical system; and
 - (3) In or upon "your covered auto" or any "non-owned auto" at the time of loss.
5. Loss to any electronic equipment that receives or transmits audio, visual or data signals and any accessories used with such equipment. This includes but is not limited to:



- a. Citizens band radios;
- b. Telephones;
- c. Two-way mobile radios;
- d. Scanning monitor receivers;
- e. Television monitor receivers;
- f. Video cassette recorders;
- g. Audio cassette recorders; or
- h. Personal computers.

This Exclusion (5.) does not apply to:

- a. Any electronic equipment that is necessary for the normal operation of the auto or the monitoring of the auto's operating systems; or
- b. A permanently installed telephone designed to be operated by use of the power from the auto's electrical system and any accessories used with the telephone.

- 6. Loss to tapes, records, discs or other media used with equipment described in Exclusions 4. and 5.
- 7. A total loss to "your covered auto" or any "non-owned auto" due to destruction or confiscation by governmental or civil authorities.

This Exclusion (7.) does not apply to the interests of Loss Payees in "your covered auto".

- 8. Loss to:
 - a. A "trailer", camper body, or motor home, which is not shown in the Declarations; or
 - b. Facilities or equipment used with such "trailer", camper body or motor home. Facilities or equipment include but are not limited to:
 - (1) Cooking, dining, plumbing or refrigeration facilities;
 - (2) Awnings or cabanas; or
 - (3) Any other facilities or equipment used with a "trailer", camper body, or motor home.

This Exclusion (8.) does not apply to a:

- a. "Trailer", and its facilities or equipment, which you do not own; or
- b. "Trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, which you:
 - (1) Acquire during the policy period; and
 - (2) Ask us to insure within 14 days after you become the owner.
- 9. Loss to any "non-owned auto" when used by you or any "family member" without a reasonable belief that you or that "family member" are entitled to do so.

- 10. Loss to equipment designed or used for the detection or location of radar or laser.

- 11. Loss to any custom furnishings or equipment in or upon any pickup or van. Custom furnishings or equipment include but are not limited to:

- a. Special carpeting or insulation;
- b. Furniture or bars;
- c. Height-extending roofs; or
- d. Custom murals, paintings or other decals or graphics.

This Exclusion (11.) does not apply to a cap, cover or bedliner in or upon any "your covered auto" which is a pickup.

- 12. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in the "business" of:

- a. Selling;
- b. Repairing;
- c. Servicing;
- d. Storing; or
- e. Parking;

vehicles designed for use on public highways. This includes road testing and delivery.

- 13. Loss to "your covered auto" or any "non-owned auto", located inside a facility designed for racing, for the purpose of:

- a. Competing in; or
- b. Practicing or preparing for; any prearranged or organized racing or speed contest.

- 14. Loss to, or loss of use of, a "non-owned auto" rented by:

- a. You; or
- b. Any "family member"; if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that "family member", pursuant to the provisions of any applicable rental agreement or state law.

LIMIT OF LIABILITY

- A. Our limit of liability for loss will be the lesser of the:

- 1. Actual cash value of the stolen or damaged property; or
- 2. Amount necessary to repair or replace the property with other property of like kind and quality.

However, the most we will pay for loss to:



1. Any "non-owned auto" which is a trailer is \$500.
2. Equipment designed solely for the reproduction of sound, including any accessories used with such equipment, which is installed in locations not used by the auto manufacturer for installation of such equipment or accessories, is \$1,000.

- B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
- C. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

PAYMENT OF LOSS

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to:

1. You; or
2. The address shown in this policy.

If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property.

NO BENEFIT TO BAILEE

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

PART E - DUTIES AFTER AN ACCIDENT OR LOSS

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B. A person seeking any coverage must:
 1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
 2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
 3. Submit, as often as we reasonably require:
 - a. To physical exams by physicians we select. We will pay for these exams.
 - b. To examination under oath and subscribe the same.
 4. Authorize us to obtain:

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a "non-owned auto" shall be excess over any other collectible source of recovery including, but not limited to:

1. Any coverage provided by the owner of the "non-owned auto";
2. Any other applicable physical damage insurance;
3. Any other source of recovery applicable to the loss.

APPRAISAL

- A. If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
 1. Pay its chosen appraiser; and
 2. Bear the expenses of the appraisal and umpire equally.
- B. We do not waive any of our rights under this policy by agreeing to an appraisal.

a. Medical reports; and

b. Other pertinent records.

5. Submit a proof of loss when required by us.

- C. A person seeking Uninsured Motorists Coverage must also:

1. Promptly notify the police if a hit-and-run driver is involved.
2. Promptly send us copies of the legal papers if a suit is brought.

- D. A person seeking Coverage For Damage To Your Auto must also:

1. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss. We will pay reasonable expenses incurred to do this.
2. Promptly notify the police if "your covered auto" or any "non-owned auto" is stolen.
3. Permit us to inspect and appraise the damaged property before its repair or disposal.



PART F - GENERAL PROVISIONS

BANKRUPTCY

Bankruptcy or insolvency of the "insured" shall not relieve us of any obligations under this policy.

CHANGES

- A.** This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B.** If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
 - 1. The number, type or use classification of insured vehicles;
 - 2. Operators using insured vehicles;
 - 3. The place of principal garaging of insured vehicles;
 - 4. Coverage, deductible or limits.

If a change resulting from **A.** or **B.** requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.

- C.** If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This Paragraph (**C.**) does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:
 - 1. A subsequent edition of your policy; or
 - 2. An Amendatory Endorsement.

FRAUD

We do not provide coverage for any "insured" who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy.

LEGAL ACTION AGAINST US

- A.** No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Part **A**, no legal action may be brought against us until:
 - 1. We agree in writing that the "insured" has an obligation to pay; or

- 2. The amount of that obligation has been finally determined by judgment after trial.

- B.** No person or organization has any right under this policy to bring us into any action to determine the liability of an "insured".

OUR RIGHT TO RECOVER PAYMENT

- A.** If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:
 - 1. Whatever is necessary to enable us to exercise our rights; and
 - 2. Nothing after loss to prejudice them.

However, our rights in this Paragraph (**A.**) do not apply under Part **D**, against any person using "your covered auto" with a reasonable belief that that person is entitled to do so.

- B.** If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
 - 1. Hold in trust for us the proceeds of the recovery; and
 - 2. Reimburse us to the extent of our payment.

POLICY PERIOD AND TERRITORY

- A.** This policy applies only to accidents and losses which occur:
 - 1. During the policy period as shown in The Declarations; and
 - 2. Within the policy territory.
- B.** The policy territory is:
 - 1. The United States of America, its territories or possessions;
 - 2. Puerto Rico; or
 - 3. Canada.

This policy also applies to loss to, or accidents involving, "your covered auto" while being transported between their ports.

TERMINATION

A. Cancellation

This policy may be cancelled during the policy period as follows:

- 1. The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or
 - b. Giving us advance written notice of the date cancellation is to take effect.
- 2. We may cancel by mailing to the named



insured shown in the Declarations at the address shown in this policy:

- a. At least 10 days notice:
 - (1) If cancellation is for nonpayment of premium; or
 - (2) If notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or
- b. At least 20 days notice in all other cases.
3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - b. If your driver's license or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses "your covered auto";
 has been suspended or revoked. This must have occurred:
 - (1) During the policy period; or
 - (2) Since the last anniversary of the original effective date if the policy period is other than 1 year; or
 - c. If the policy was obtained through material misrepresentation.

B. Nonrenewal

If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 20 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

1. Less than 6 months, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
2. 6 months or longer, but less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
3. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

C. Automatic Termination

If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay

the required renewal or continuation premium when due shall mean that you have not accepted our offer. If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

D. Other Termination Provisions

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.

TRANSFER OF YOUR INTEREST IN THIS POLICY

A. Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:

1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; and
2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto".

B. Coverage will only be provided until the end of the policy period.

TWO OR MORE AUTO POLICIES

If this policy and any other auto insurance policy issued to you by us apply to the same accident, the maximum limit of our liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.



***MUTUAL POLICY CONDITIONS**

You are a member of the Liberty Mutual Fire Insurance Company while this policy is in force. Membership entitles you to vote in person or by proxy at meetings of the company. The Annual Meeting is in Boston, Massachusetts, on the second Wednesday in April each year at 11 o'clock in the morning.

Also, as a member, you will receive any dividends declared on this policy by the Directors.

This policy is classified in Dividend Class IV-Automobile.

This policy has been signed by our President and Secretary at Boston, Massachusetts, and countersigned on the Declarations Page by an authorized representative.

*These conditions apply only if Liberty Mutual Fire Insurance Company is shown in the Declarations as the Insurer.

A handwritten signature in black ink, reading "Dexter R. Lapp".

SECRETARY

A handwritten signature in black ink, reading "David M. Jones".

PRESIDENT

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF POLICY PROVISIONS - MISSOURI

**PERSONAL AUTO
AS 3750 07 17**

I. Definitions

The Definitions section is amended as follows:

A. The following definitions are added:

"Personal vehicle sharing program" means a legal entity qualified to do "business" in this state and engaged in the "business" of facilitating the sharing of private passenger motor vehicles for noncommercial use by individuals within this state. Private passenger motor vehicle as it relates to "personal vehicle sharing program" means a four wheel passenger or station wagon type motor vehicle insured under an automobile liability insurance policy covering any individuals residing in your household.

"Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

II. Part A - Liability Coverage

Part A is amended as follows:

A. The **Insuring Agreement** is replaced by the following:

INSURING AGREEMENT

We will pay damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.

"Insured" as used in this Part means:

1. You for the ownership, maintenance or use of any auto or "trailer".
2. Any "family member":
 - a. Who does not own an auto, for the maintenance or use of any auto or "trailer".

- b. Who owns an auto, but only for the use of "your covered auto".

3. Any person using "your covered auto" with your express or implied permission. The actual use must be within the scope of that permission.
4. For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
5. For any auto or "trailer", other than "your covered auto", any other person or organization but only with respect to legal responsibility for acts or omissions of you or any "family member" for whom coverage is afforded under this Part. This Provision (5.) applies only if the person or organization does not own or hire the auto or "trailer".

However, for the purposes of this coverage, "insured" does not mean any person who is using "your covered auto" under a "personal vehicle sharing program".

B. The following is added to the **Supplementary Payments** Provision:

SUPPLEMENTARY PAYMENTS

In addition to our limit of liability we will pay on behalf of an "insured":

Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay our limit of liability, we will not pay any prejudgment interest based on that period of time after the offer.

C. Exclusion **A.3.** is replaced by the following:

We do not provide Liability Coverage for any "insured":

3. For "property damage" to property:
 - a. Rented to;
 - b. Used by; or
 - c. In the care of;
 that "insured".

This Exclusion (**A.3.**) does not apply to "property damage" to:

- a. A residence or private garage; or



- b. Any motor vehicle loaned to you, with or without consideration, by a person, firm or corporation engaged in the "business" of selling, repairing, or servicing motor vehicles while such vehicle is being used by any "insured":
 - (1) For demonstration purposes; or
 - (2) As a temporary substitute for any vehicle you own which is out of normal use because of its breakdown, repair or servicing.
- D. Exclusion **A.5.** is replaced by the following:
 - 5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This includes but is not limited to any period of time while it is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle. This exclusion (**A.5**) does not apply to a share-the-expense car pool.
- E. The following exclusions are added:
 - 10. We do not provide Liability Coverage for any "insured" for "bodily injury" to you or any "family member" to the extent that the limits of liability for this coverage exceed the limits of liability required by the Missouri Financial Responsibility Law.
 - 11. For "bodily injury" or "property damage" arising out of a criminal act or omission of an "insured". This exclusion applies regardless of whether that "insured" is actually charged with, or convicted of, a crime. However, this exclusion (**11.**) does not apply to traffic violations.
 - 12. For punitive or exemplary damages awarded against any "insured".
- F. Exclusion **B.4.** is replaced by the following:
 - 4. Any vehicle while it is:
 - a. Operating on a surface designed or used for racing, except for an organized and controlled event

that is not a speed, performance, stunt or demolition event;

- b. Participating in a high performance driving or racing instruction course or school; or
- c. Preparing for, practicing for, used in, or competing in any prearranged or organized:
 - (1) race activity; or
 - (2) speed, performance, stunt, or demolition contest or exhibition.

- G. The **Other Insurance** Provision is replaced by the following:

OTHER INSURANCE

If there is other applicable liability insurance available any insurance we provide shall be excess over any other applicable liability insurance. If more than one policy applies on an excess basis, we will bear our proportionate share with other collectible liability insurance. However, any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance providing coverage on a primary basis. A vehicle you do not own includes any vehicle loaned to you by a person, firm or corporation engaged in the business of selling, repairing or servicing motor vehicles and such vehicle is used by any insured:

- 1. For demonstration purposes; or
- 2. As a temporary substitute for a vehicle you own which is out of normal use because of its breakdown, repair, or servicing.

III. Part B - Medical Payments Coverage

Part B. is amended as follows:

- A. Item **A.** of the Insuring Agreement is replaced by the following:

A. We will pay "usual and customary charges" incurred for necessary medical and funeral services because of "bodily injury":

- 1. Caused by accident; and
- 2. Sustained by an "insured".

We will pay only those expenses incurred for services rendered within 3 years from the date of the accident.

- B. Item **B.2.** of the Insuring Agreement is replaced by the following:



2. Any other person while "occupying" "your covered auto" with your express or implied permission. The actual occupation must be within the scope of that permission.
3. Any other person while "occupying", as a guest, an automobile not owned by you or a family member, while being operated by you or a family member.

C. The following is added to Item **B.** of the Insuring Agreement:

However, for the purposes of this coverage, "insured" does not mean any person who is "occupying" or using "your covered auto" under a "personal vehicle sharing program".

D. The following item is added to the Insuring Agreement:

"Usual and customary charges" as used in this Part means:

The lowest of the following:

1. The charge billed by the medical provider for covered treatment;
2. The eightieth percentile charge for that covered treatment in the geozip area where the provider is located, as determined through the use of a FAIRHealth or similar database;
3. The amount authorized by a state mandated fee schedule or by another law or regulation; or
4. The amount authorized by a written PPN or PPO agreement to which the Medical Provider is a party.

The "insured" shall not be responsible for payment of any reduction applied by us. If a medical provider disputes an amount paid by us, we will be responsible for resolving such disputes.

E. Exclusion **2.** is replaced by the following:

2. Sustained while "occupying" "your covered auto" when it is being used as a public or livery conveyance. This includes but is not limited to any period of time while it is being used by any person who is logged into a "transportation network platform" as a driver,

whether or not a passenger is "occupying" the vehicle. This exclusion (2.) does not apply to a share-the-expense car pool.

F. Exclusion **11.** is replaced by the following:

11. Sustained while "occupying" any vehicle while it is:

- a. operating on a surface designed or used for racing except for an organized and controlled event that is not a speed, performance, stunt or demolition event;
- b. participating in a high performance driving or racing instruction course or school; or
- c. preparing for, practicing for, used in, or competing in any prearranged or organized:
 - (1) race activity; or
 - (2) speed, performance, stunt, or demolition contest or exhibition.

G. The following Exclusion is added:

12. Arising out of a criminal act or omission of an "insured". This exclusion applies regardless of whether that "insured" is actually charged with, or convicted of, a crime. However, this exclusion (12.) does not apply to traffic violations.

H. Item **B.** of the **Limit Of Liability** Provision is replaced by the following:

LIMIT OF LIABILITY

No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:

1. Part **A** of this policy; or
2. Any Underinsured Motorists Coverage provided by this policy.

I. The Other Insurance section is replaced by the following:

OTHER INSURANCE

If there is other applicable auto medical payments insurance available any insurance we provide shall be excess over any other applicable auto medical payments insurance. If more than one policy applies on an excess basis, we will bear our proportionate share with other collectible auto medical payments insurance.



IV. Part D - Coverage For Damage To Your Auto

Part D is amended as follows:

A. Paragraph C. of the Insuring Agreement is replaced by the following:

"Non-owned auto" means:

1. Any private passenger auto, pickup, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member" while in the custody of or being operated by you or any "family member"; or
2. Any auto or "trailer" you do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

However, "non-owned auto" does not include any vehicle loaned to you, with or without consideration, by a person, firm or corporation engaged in the "business" of selling, repairing, or servicing motor vehicles while such vehicle is being used by any "insured":

1. For demonstration purposes; or
2. As a temporary substitute for a vehicle you own which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair; or
 - c. Servicing.

B. Exclusion 1. is replaced by the following:

1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used as a public or livery conveyance. This includes but is not limited to any period of time while it is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion (1.) does not apply to a share-the-expense car pool.

C. Exclusion 8. is replaced by the following:

We will not pay for:

8. Loss to:

- a. A "trailer", camper body, or motor home, which is not shown in the Declarations; or
- b. Facilities or equipment used with such "trailer", camper body or motor home. Facilities or equipment include but are not limited to:
 - (1) Cooking, dining, plumbing or refrigeration facilities;
 - (2) Awnings or cabanas; or
 - (3) Any other facilities or equipment used with a "trailer", camper body, or motor home.

This Exclusion (8.) does not apply to a:

- a. "Trailer", and its facilities or equipment, which you do not own; or
- b. "Trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, which you:
 - (1) Acquire during the policy period; and
 - (2) Ask us to insure within 30 days after you become the owner.

D. Exclusion 13. is replaced by the following:

13. Loss to "your covered auto" or any "non-owned auto" while it is:
 - a. operating on a surface designed or used for racing. This does not apply to an organized and controlled event that is not a speed, performance, stunt or demolition event;
 - b. participating in a high performance driving or racing instruction course or school; or
 - c. preparing for, practicing for, used in, or competing in any prearranged or organized:
 - (1) race activity; or
 - (2) speed, performance, stunt, or demolition contest or exhibition.

E. The following Exclusions are added:



15. Loss to "your covered auto" or any "non-owned auto" which arises out of a criminal act or omission of an "insured". This exclusion applies regardless of whether that "insured" is actually charged with, or convicted of, a crime. However, this exclusion (15.) does not apply to traffic violations.

16. Loss to "your covered auto" or "non-owned auto" while being used in a "personal vehicle sharing program".

F. Item A. of the Limit of Liability is replaced by the following:

A. At our option, our limit of liability for loss will be the lowest of:

1. The actual cash value of the stolen or damaged property;
2. a. The amount necessary to repair or replace the property;
- b. Determination of the cost of repair or replacement will be based upon one of the following:
 - (1) the cost of repair or replacement agreed upon by you and us;
 - (2) a competitive bid approved by us; or
 - (3) an estimate written based upon the prevailing competitive price. You agree with us that we may include in the estimate parts furnished by the original vehicle manufacturer or parts from other sources including non-original equipment manufacturers. The prevailing competitive price means prices charged by a majority of the repair market in the area where the vehicle is to be repaired as determined by us; or
3. The limit of liability shown in the Declarations.

However, the most we will pay for loss to any "non-owned auto" which is a trailer is \$500.

G. The **Payment of Loss** Provision is replaced by the following:

PAYMENT OF LOSS

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to:

1. You; or
2. The address shown in this Policy.

If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

H. The **Appraisal** Provision is replaced by the following:

APPRAISAL

A. If we and you do not agree on the amount of loss, then an appraisal of the loss may be made. However, both parties must agree to the appraisal. In this event, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

B. We do not waive any of our rights under this policy by agreeing to an appraisal.

V. Part F - General Provisions

Part F is amended as follows:

A. Items A. and B. of the Changes provision are replaced by the following:

A. This policy, your Declarations page and endorsements issued by us to this policy contain all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.

B. The premium for your policy is based on information we have received from you or other sources. You agree to cooperate with us in determining if this information is correct and complete and you will notify us if it changes. If this



information is incorrect, incomplete, or changes, we will adjust your premium during the policy term or take other appropriate action based upon the corrected, completed or changed information. Changes during the policy term that will result in a premium increase or decrease during the policy term include, but are not limited to, changes in:

1. The number, type or use classification of insured vehicles;
2. Operators using insured vehicles, including newly licensed "family member" drivers and any household members that have licenses.
3. The location where your vehicle is principally garaged.
4. Customized equipment or parts.
5. The persons who regularly operate a covered auto.

You also agree to disclose all licensed drivers residing in your household.

- B.** The Fraud provision is replaced by the following:

FRAUD

This policy was issued in reliance upon the information provided on your application. Any changes we make at your request to this policy after inception will be made in reliance upon information you provide.

We may void this policy if you or an "insured" have concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, at the time application was made, at the time changes were requested, or any time during the policy period.

We may void this policy or deny coverage for an accident or loss if you or an "insured" have concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, in connection with the presentation or settlement of a claim. This provision applies only in excess of the minimum limits required under the Missouri Motor Vehicle Financial Responsibility law for third parties legally entitled to recover damages under Part A – Liability Coverage of the policy.

- C.** Paragraph **A.** of the **Our Right To Recover Payment** Provision does not apply to Part **B.**

- D.** The **Termination** Provision is replaced by the following:

TERMINATION

Cancellation

This policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or
 - b. Giving us written or verbal notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the address last known by us:
 - a. At least 10 days notice:
 - (1) If cancellation is for nonpayment of premium; or
 - (2) If notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or
 - b. At least 30 days notice by United States Post Office certificate of mailing in all other cases.
3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - b. If your driver's license has been suspended or revoked. This must have occurred:
 - (1) During the policy period; or
 - (2) Since the last anniversary of the original effective date if the policy period is other than 1 year.

Nonrenewal

If we decide not to renew or continue this policy we will mail notice by United States Post Office certificate of mailing to the named insured shown in the Declarations at the address last known by us. Notice will be mailed at least 30 days before the end of the policy period. Subject to this notice requirement, if the policy period is other than 1 year, we will have the right not to renew or



continue it only at each anniversary of its original effective date.

Automatic Termination

If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

Other Termination Provisions

1. Proof of mailing of any notice shall be sufficient proof of notice.
 2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be on a standard pro rata basis. However, making or offering to make the refund is not a condition of cancellation.
 3. The effective date of cancellation stated in the notice shall become the end of the policy period.
- E. The following provisions are added:

DUTY TO REPORT CHANGES

You must promptly report to us all changes, including additions and deletions, in policy information. Further, you must report to us certain changes no later than 30 days after the change occurs. These are changes to:

1. your residence address;
2. operators using insured vehicles, including newly licensed "family member" drivers and any household members that have licenses;
3. the location where your vehicle is principally garaged;
4. the persons who regularly operate a covered auto;
5. the driver's license or operator's permit status of you, a relative, or a resident of your household.

STORAGE COSTS

If you give us your consent, we may move the damaged property, at our expense, to reduce storage costs during

the claims process. If you do not give us your consent, we will pay only the storage costs which would have resulted if we had moved the damaged property.

PAYMENT OF PREMIUM

If your initial premium payment is by check, draft or any remittance other than cash, coverage under this policy is conditioned upon the check, draft or remittance being honored upon presentment to the bank or other financial institution. If the check, draft or remittance is not honored upon presentment, this policy may, at our option, be deemed void from its inception. This means that we will not be liable under this policy for any claims or damages which would otherwise be covered if the check, draft or remittance had been honored upon presentment.

VI. Underinsured Motorists Coverage

If the Underinsured Motorists Coverage Endorsement is attached to this policy, the provisions of the Underinsured Motorists Coverage Endorsement apply except as follows:

- A. The first paragraph of the definition of "underinsured motor vehicle" is replaced by the following:
"Underinsured motor vehicle" means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of the accident but the amount paid for "bodily injury" under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages.
- B. Paragraph B. of the **Limit Of Liability** Provision does not apply.

VII. Snowmobile Endorsement

If the Snowmobile Endorsement is attached to this policy, the provisions of the Snowmobile Endorsement apply except as follows:

Paragraph D. of the **Definitions** Section is replaced by the following:

- D. The term "your covered auto" is replaced by the term "your covered snowmobile". "Your covered snowmobile" means:
 1. Any "snowmobile" shown in the Schedule or in the Declarations.
 2. Any "snowmobile" on the date you become the owner. This provision applies only if you:



- a. Acquire the "snowmobile" during the policy period; and
 - b. Ask us to insure it within 30 days after you become the owner.
3. Any "snowmobile" you do not own while used as a temporary substitute for any other "snowmobile" described in this definition which is out of normal use because of its:
- a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

This Provision (3.) does not apply to **Coverage For Damage To Your Auto.**

VIII. Named Non-Owner Coverage Endorsement

If the Named Non-Owner Coverage Endorsement is attached to this policy, the provisions of the Named Non-Owner Coverage Endorsement apply except as follows:

Paragraph **B.** of the **Definitions** Section is replaced by the following:

- B.** The Definition of "your covered auto" is replaced by the following:

"Your covered auto" means any of the following types of vehicles on the date you become the owner:

- a. A private passenger auto; or
- b. A pickup or van that:
 - (1) Has a Gross Vehicle Weight of less than 10,000 lbs.; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:

- (a) Incidental to your "business" of maintaining or repairing furnishings or equipment; or
- (b) For farming or ranching.

This provision applies only:

- a. If you acquire the vehicle during the policy period; and
- b. For 30 days after you become the owner.

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

IX. Missouri Property And Casualty Insurance Guaranty Association Coverage Limitations

Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association) the Association will pay claims covered under the Act if we become insolvent.

Payments made by the Association for covered claims will include only that amount of each claim which is in excess of \$100 and less than \$300,000. However, the Association will not pay an amount in excess of the applicable limit of liability of the policy from which a claim arises.

The claims covered by the Association are subject to the limitations of coverage provided by the Act. These limitations have no effect on the coverage we will provide under this policy.

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

**AUTOMOBILE AMENDATORY ENDORSEMENT****AS 3766 10 16****I. DEFINITIONS**

The **Definitions** section is revised as follows:

A. The definition of "Newly Acquired Auto" is replaced by the following:

"Newly acquired auto":

1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:

- a.** A private passenger auto; or
- b.** A pickup or van, for which no other insurance policy provides coverage, that:

(1) Has a Gross Vehicle Weight of less than 10,000 lbs.; and

(2) Is not used for the delivery or transportation of goods and materials unless such use is:

- (a)** Incidental to your **business** of installing, maintaining or repairing furnishings or equipment; or
- (b)** For farming or ranching.

For this definition to apply to a "newly acquired auto", which is in addition to the vehicles listed in the Declarations, we must insure all other vehicles owned by you.

2. Coverage for a "newly acquired auto" is provided as described below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for a "newly acquired auto" will begin at the time you request the coverage.

- a.** For any coverage provided in this policy except Coverage for Damage to Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner.

However, for this coverage to apply to a "newly acquired auto" that is in addition to any vehicle shown in the

Declarations, you must ask us to insure it within 30 days after you become the owner.

If a "newly acquired auto" replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.

b. Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

(1) 30 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.

(2) Five days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 5 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", a Collision deductible of \$500 will apply.

c. Other Than Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within.

(1) 30 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.

(2) Five days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage



applies to at least one auto. If you comply with the 5 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", a Other Than Collision deductible of \$500 will apply.

B. "Necessary medical" - when applied to services incurred by an insured under PART B - MEDICAL PAYMENTS COVERAGE - means services or supplies provided by a licensed hospital, licensed physician, or other licensed medical provider that, as determined by us or someone on our behalf, are:

1. Required to identify or treat an injury caused by an accident covered by this policy;
2. Consistent with symptoms, diagnosis, and treatment of the covered person's injury and appropriately documented in the covered person's medical records;
3. Provided in accordance with recognized standards of care for the covered person's injury at the time the charge is incurred;
4. Consistent with published practice guidelines and technology, and assessment standards of national organizations or multi-disciplinary medical groups;
5. Not primarily for the convenience of the covered person, or his or her physician, hospital, or other health care provider;
6. The most appropriate supply or level of service that can be safely provided to the covered person; and
7. Not excessive in terms of scope, duration, or intensity of care needed to provide safe, adequate, and appropriate diagnosis and treatment;

However, "necessary medical" services or supplies do not include expenses for any of the following:

1. Nutritional supplements or over-the-counter drugs;
2. Experimental services or a supply, which means services or supplies that we determine have not been accepted by the majority of the relevant medical specialty as safe and effective for treatment of the condition for which its use is

proposed.

3. Inpatient services or supplies provided to the covered person when these could safely have been provided to the covered person as an outpatient.

II. PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

A. Paragraph A. of the **Insuring Agreement** of Part D is replaced by the following:

INSURING AGREEMENT

A. We will pay for direct and accidental loss to "your covered auto" or any "non-owned auto", including their equipment, subject to "Customized Equipment Coverage", minus any applicable deductible shown in the Declarations. If loss to more than one "your covered auto" or "non-owned auto" results from the same collision, only the highest applicable deductible will apply. We will pay for loss to "your covered auto" caused by:

1. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
2. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.

If there is a loss to a "non-owned auto" we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations.

B. The following "Customized Equipment Coverage" provision is added under Part D:

CUSTOMIZED EQUIPMENT COVERAGE

A. We will pay up to \$500 for theft or damage to "customized equipment" if the loss is caused by:

1. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
2. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.

Payments shall be reduced by the applicable deductible. However, only one deductible will be applied for any one loss. If you or the owner of



a "non-owned auto" keeps salvaged material, payments will also be reduced by the salvage value. In no way shall this coverage increase the limit of liability for "your covered auto" or any "non-owned auto".

B. "Customized equipment" means any parts, equipment and accessories including devices, extensions, furnishings, fixtures, finishings, and other alterations that:

1. are permanently installed or attached by bolts or brackets;
2. are removable from a housing unit that is permanently installed inside the auto;
3. are permanently bonded to the vehicle by an adhesive or welding procedure; or
4. change the appearance or performance of the vehicle;

including but not limited to any additions or alterations to the chassis, engine, exterior or interior of the auto. This includes but is not limited to ground effects, specialty rims, performance tires, specialty paint or dye, roll bars, running boards, spoilers, special interior or exterior lighting, roof/trunk racks, and high performance engine components. However, such parts, equipment and accessories that were installed by the automobile manufacturer or licensed auto dealer are not considered "customized equipment".

This also includes any electronic equipment that is not necessary for the normal operation of the auto or the monitoring of the auto's operating system that is used solely for the reproduction of recorded material or used for transmitting or receiving audio, visual or data signals.

However, such parts, equipment and accessories that were installed by the automobile manufacturer or licensed auto dealer or in a location the automobile manufacturer intended for such equipment,

are not considered "customized equipment".

C. The limit for equipment designed solely for the reproduction of sound, including any accessories used with such equipment, which is not installed in the dash or console openings specified by the auto manufacturer of such equipment or accessories is \$1,000.

D. If you have purchased additional coverage for "customized equipment" we will pay up to the amount of coverage you have purchased in addition to the \$500 limit provided by the policy. This additional coverage must be shown in the Declarations.

E. The most we will pay for parts, equipment and accessories that are:

- a. not installed by the auto manufacturer or dealer and
- b. permanently installed in or upon the auto

is the actual cash value of the vehicle not including such parts, equipment and accessories.

C. The Transportation Expenses provision of Part D is replaced by the following:

TRANSPORTATION EXPENSES

In addition, we will pay up to \$30 per day to a maximum of 30 days for any temporary transportation expenses incurred by you. This applies only in the event of the theft of your covered auto.

We will pay only transportation expenses incurred during the period:

1. Beginning 48 hours after the theft; and
2. Ending when your covered auto is returned to use or we pay for its loss.

D. Exclusion 4. is replaced by the following:

4. We will not pay for loss to equipment that is not permanently installed in or upon "your covered auto" or any "non-owned auto". This consists of any equipment that is either designed for the reproduction of sound or receives or transmits audio, visual or data signals.

This includes but is not limited to:

- a. radios and stereos;



- b. tape decks;
- c. compact disc players and burners;
- d. digital video disc (DVD) players and burners;
- e. citizens band radios;
- f. scanning monitor receivers;
- g. television monitor receivers;
- h. global positioning system (GPS) receivers and/or components;
- i. video cassette players and recorders;
- j. audio cassette recorders; or
- k. personal computers, which includes laptops, desktops, and personal digital assistants (PDA) or any other handheld device.

All accessories used with the above or similar equipment are also excluded.

E. Exclusion 5. is replaced by the following:

- 5. We will not pay for loss to "customized equipment" in excess of what is provided under Customized Equipment Coverage unless additional coverage has been purchased by endorsement and is shown in the Declarations.

F. Paragraph B of the Limit of Liability provision of Part D is added as follows:

- B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. In this case, the actual cash value consists of the value of the vehicle not including any "customized equipment".

III. PART E - DUTIES AFTER AN ACCIDENT OR LOSS

Part E is amended as follows:

A. Paragraph B. of Part E is replaced by the following:

B. A person seeking any coverage must:

1. Cooperate with us in the investigation, settlement or defense of any claim or suit. This includes, but is not limited to, allowing us to inspect damage to a vehicle covered by this policy.
2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
3. Submit, as often as we reasonably require within 30 days of our request:
 - a. To physical and mental exams by physicians we select under terms we require. We will pay for these exams.
 - b. To interviews and recorded statements without the need for us to conduct an examination under oath.
 - c. To examination under oath and subscribe the same.
4. Authorize us to obtain, within 30 days of our request:
 - a. Medical reports; and
 - b. Other pertinent records, including but not limited to, information contained in or transmitted by any device located in or on the motor vehicle.
5. Submit a proof of loss when required by us within 30 days of our request.



AMENDATORY ENDORSEMENT - DELIVERY OF GOODS

It is agreed that the policy is amended as follows:

DEFINITIONS

The definition of "Transportation network platform" is replaced by the following:

"Transportation Network Platform" means an online-enabled application or digital network used by a driver to receive requests to provide transportation services for "Transportation Network Company Passengers" or goods for compensation.

PART A - LIABILITY COVERAGE

EXCLUSIONS

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

13. Using any vehicle while employed in the pickup or delivery of goods including newspapers or magazines, food, or any products for the purpose of compensation. This exclusion does not apply to delivery that is incidental to an "insured's" "business".

PART B - MEDICAL PAYMENTS COVERAGE

EXCLUSIONS

The following Exclusion is added:

13. Sustained while "occupying" any vehicle while employed in the pickup or delivery of goods including newspapers or magazines, food, or any products for the purpose of compensation. This exclusion does not apply to delivery that is incidental to an "insured's" "business".

PART C - UNINSURED MOTORISTS COVERAGE

EXCLUSIONS

The following Exclusion is added to **B.**:

5. While using any vehicle while employed in the pickup or delivery of goods including newspapers or magazines, food, or any products for the purpose of compensation. This exclusion does not apply to delivery that is incidental to an "insured's" "business".

This exclusion only applies to the extent that the limits of liability for this coverage exceed the minimum limits for bodily injury liability required by the Missouri financial responsibility law.

PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

EXCLUSIONS

The following Exclusion is added:

17. Loss to "your covered auto" or any "non-owned auto" while employed in the pickup or delivery of goods including newspapers or magazines, food, or any products for the purpose of compensation. This exclusion does not apply to delivery that is incidental to an "insured's" "business".



ADDITIONAL COVERAGES

UNDERINSURED MOTORISTS COVERAGE - MISSOURI

If Underinsured Motorists Coverage is shown in your Policy Declarations, the following applies:

EXCLUSIONS

The following Exclusion is added to **B.**:

5. While using any vehicle while employed in the pickup or delivery of goods including newspapers or magazines, food, or any products for the purpose of compensation. This exclusion does not apply to delivery that is incidental to an "insured's" "business".

This exclusion only applies to the extent that the limits of liability for this coverage exceed the minimum limits for bodily injury liability required by the Missouri financial responsibility law.

All other provisions of the policy apply.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS COVERAGE - MISSOURI

**PERSONAL AUTO
AS 3747 04 22**

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

I. Part C - Uninsured Motorists Coverage

Part C is replaced by the following:

INSURING AGREEMENT

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and
2. Caused by an "accident".

The owner's or operator's liability for these damages must arise out of the ownership, maintenance, or use of the "uninsured motor vehicle".

No judgment for damages arising out of a suit brought against the owner or operator of an "uninsured motor vehicle" is binding on us unless we:

- a. Received reasonable notice of the pendency of the suit resulting in the judgment; and
- b. Had a reasonable opportunity to protect our interests in the suit.

B. "Accident" as used in this Part includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

C. "Insured" as used in this Part means:

1. You or any "family member".
2. Any other person "occupying" "your covered auto" with your express or implied permission. The actual occupation must be within the scope of that permission.
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in C.1. or C.2. above.

However, for the purposes of this coverage, "insured" does not mean any person who is "occupying" or using "your covered auto" under a "personal vehicle sharing program".

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

E. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

1. To which no bodily injury liability bond or policy applies at the time of the "accident".
2. To which a bodily injury liability bond or policy applies at the time of the "accident". In this case its limit for bodily injury liability must be less than the minimum limit for bodily injury liability specified by the financial responsibility law of Missouri.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or which causes an "accident" resulting in "bodily injury" without hitting:
 - a. You or any "family member";
 - b. A vehicle which you or any "family member" is "occupying"; or
 - c. "Your covered auto".

If there is no physical contact with the hit-and-run vehicle the facts of the "accident" must be proved. We may request supporting evidence other than the testimony of a person making a claim under this or any similar coverage to support the validity of such claim.



4. To which a bodily injury liability bond or policy applies at the time of the "accident" but the bonding or insuring company:

- a. Denies coverage; or
- b. Is or becomes insolvent.

However, "uninsured motor vehicle" does not include any vehicle or equipment:

- 5. Owned by or furnished or available for the regular use of you or any "family member" to the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the financial responsibility law of Missouri.
- 6. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
- 7. Operated on rails or crawler treads.
- 8. Designed mainly for use off public roads while not on public roads.
- 9. While located for use as a residence or premises.

EXCLUSIONS

A. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by a "family member" who does not own an auto, while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.

B. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":

- 1. If that "insured" or the legal representative settles the "bodily injury" claim and such settlement prejudices our right to recover payment to the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the financial responsibility law of Missouri.
- 2. While "occupying" "your covered auto" when it is being used as a

public or livery conveyance. This includes but is not limited to any period of time "your covered auto" is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion (B.2.) does not apply to:

- a. a share-the-expense car pool; or
 - b. the ownership or operation of a vehicle while it is being used for volunteer or charitable purposes.
3. Using a vehicle without the express or implied permission of the owner or other person having lawful possession, or using a vehicle beyond the scope of the permission granted. However, this exclusion (B.3.) does not apply to you or any "family member" using "your covered auto" which is owned by you.
4. While using any vehicle while it is:
- a. operating on a surface designed or used for racing except for an organized and controlled event that is not a speed, performance, stunt, or demolition event;
 - b. participating in a high performance driving or racing instruction course or school; or
 - c. preparing for, practicing for, used in, or competing in any prearranged or organized:
 - (1) race activity; or
 - (2) speed, performance, stunt, or demolition contest or exhibition.
4. Arising out of a criminal act or omission of an "insured". This exclusion applies regardless of whether that "insured" is actually charged with, or convicted of, a crime. However, this exclusion (B.4.) does not apply to traffic violations.



5. While "occupying", or when struck by, any vehicle which is designed or can be used for air flight.
 6. While "occupying" or operating an owned motorcycle or moped.
- C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
1. Workers' compensation law; or
 2. Disability benefits law.
- D. We do not provide Uninsured Motorists Coverage for "punitive or exemplary damages". We will not pay attorney's fees or litigation expenses awarded in connection with an award of "punitive or exemplary damages" against the "insured", or as a result of fines or penalties imposed on the "insured".

LIMIT OF LIABILITY

- A. If "bodily injury" is sustained in an "accident" by you or any "family member":
1. Our maximum limit of liability for all damages, including damages for care, loss of services, or death, arising out of "bodily injury" sustained by any one person in any such "accident" is the sum of:
 - a. the limit of liability shown in your Policy Declarations for each person for Uninsured Motorists Coverage; and
 - b. the minimum limits of Uninsured Motorists Coverage for each person required by the financial responsibility law of Missouri for each additional vehicle listed on your Policy Declarations.

The limits of liability will not be increased beyond the minimum limits required by the financial responsibility law of Missouri by insuring additional vehicles, even though a separate premium for each vehicle is shown on your Policy Declarations.
 2. Subject to the maximum limit for each person described in A.1.

above, our maximum limit of liability for all damages arising out of "bodily injury" resulting from any one "accident" is the sum of:

- a. the limits of liability shown in your Policy Declarations for each "accident" for Uninsured Motorists Coverage; and
- b. the minimum limits of Uninsured Motorists Coverage for each "accident" required by the financial responsibility law of Missouri for each additional vehicle listed on your Policy Declarations.

The limits of liability will not be increased beyond the minimum limits required by the financial responsibility law of Missouri by insuring additional vehicles, even though a separate premium for each vehicle is shown on your Policy Declarations.

3. Subject to the maximum limits of liability set forth in A.1. and A.2. above:
 - a. The most we will pay for "bodily injury" sustained in such "accident" by an "insured" other than you or any "family member" is that "insured's" pro-rata share of the each person or each "accident" limit of liability shown in your Policy Declarations applicable to the vehicle that "insured" was "occupying" at the time of the "accident"; and
 - b. You or any "family member" who sustains "bodily injury" in such "accident" will also be entitled to a pro-rata share of the each person or each "accident" limit described in Paragraph 3.a. above.

A person's pro-rata share shall be the proportion that that person's damages bears to the total damages sustained by all "insureds".
4. The maximum limit of liability described in A.1., A.2., and A.3. above is the most we will pay regardless of the number of:



- a. "Insureds";
- b. Claims made;
- c. Vehicles or premiums shown in your Policy Declarations;
- d. Premiums paid;
- e. Policies; or
- f. Vehicles involved in the "accident".

B. If "bodily injury" is sustained by any "insured" other than you or any "family member" in an "accident" in which neither you nor any "family member" sustained "bodily injury":

1. Our maximum limit of liability for all damages, including damages for care, loss of services, or death, arising out of "bodily injury" sustained by any one person in any such "accident" is the sum of:

- a. the limit of liability shown in your Policy Declarations for each person for Uninsured Motorists Coverage; and
- b. the minimum limits of Uninsured Motorists Coverage for each person required by the financial responsibility law of Missouri for each additional vehicle listed on your Policy Declarations.

The limits of liability will not be increased beyond the minimum limits required by the financial responsibility law of Missouri by insuring additional vehicles, even though a separate premium for each vehicle is shown on your Policy Declarations.

2. Subject to this maximum limit for each person described in **B.1.** above, our maximum limit of liability for all damages for "bodily injury" resulting from any such "accident" is the sum of:

- a. the limits of liability shown in your Policy Declarations for each "accident" for Uninsured Motorists Coverage; and
- b. the minimum limits of Uninsured Motorists Coverage for each

"accident" required by the financial responsibility law of Missouri for each additional vehicle listed on your Policy Declarations.

The limits of liability will not be increased beyond the minimum limits required by the financial responsibility law of Missouri by insuring additional vehicles, even though a separate premium for each vehicle is shown on your Policy Declarations.

3. The maximum limit of liability described in **B.1.** and **B.2.** above is the most we will pay regardless of the number of:

- a. "Insureds";
- b. Claims made;
- c. Vehicles or premiums shown in your Policy Declarations;
- d. Premiums;
- e. Policies; or
- f. Vehicles involved in the "accident".

C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:

- 1.** Part **A** of this policy; or
- 2.** Any Underinsured Motorists Coverage provided by this policy.

This exclusion does not apply to the amounts of coverage mandated by any uninsured motorist insurance law or applicable financial responsibility law, but does apply to coverages which are not mandated by such laws.

D. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part **A** but does not include any amounts paid or payable under:

- 1.** Part **B**; or
- 2.** Any workers' compensation law, disability benefits law or similar law.



OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided under this endorsement:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto," shall be excess over any collectible insurance providing coverage on a primary basis.
3. If the coverage under this policy is provided:
 - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 - b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

ARBITRATION

- A.** If we and an "insured" do not agree:
1. Whether that "insured" is legally entitled to recover damages; or
 2. As to the amount of damages which are recoverable by that "insured";
- from the owner or operator of an "uninsured motor vehicle", then the matter may be arbitrated. However,

disputes concerning coverage under this Part may not be arbitrated.

Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

B. Each party will:

1. Pay the expenses it incurs; and
 2. Bear the expenses of the third arbitrator equally.
- C.** Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:
1. Whether the "insured" is legally entitled to recover damages; and
 2. The amount of damages.

II. Part F - General Provisions

The **Two Or More Auto Policies Provision** in Part F is deleted and replaced by the following:

TWO OR MORE AUTOS INSURED; TWO OR MORE AUTO POLICIES

If this policy insures two or more autos or if any other auto insurance policy issued to you by us applies to the same accident, the maximum limit of our liability shall not exceed the sum of:

1. the highest limit applicable to any one auto; and
2. the minimum limits of Uninsured Motorists Coverage required by the financial responsibility law of Missouri for each additional vehicle listed on your Policy Declarations.

In no event shall the limit of liability of two or more policies be added together, combined, or stacked to determine the limit of insurance coverage available to you or any "insured".



AMENDMENT OF POLICY DEFINITIONS

THIS ENDORSEMENT CHANGES YOUR POLICY. IT REPLACES ALL OTHER REFERENCES TO THE SAME SECTIONS OF THE POLICY.

The following is added to item **A.** under the policy **DEFINITIONS**:

3.the partner in a civil union, registered domestic partnership or other similar union, with the "named insured" shown on the Declarations, if a resident of the same household.

The above, only applies if the civil union or partnership was validly entered into under the laws of any state, municipality, or territory of the United States or any other country.

If the spouse or partner defined above is no longer a resident in the same household during the policy period or prior to the inception of the policy, the spouse or partner will be considered "you" and "your" under this policy until the earlier of:

1. The end of 90 days following the change of residency;
2. The effective date of another policy listing the spouse or partner defined above as a named insured; or
3. The end of the policy period.

Paragraph **A.** of the **TRANSFER OF YOUR INTEREST IN THIS POLICY** is deleted. It is replaced with the following:

- A.** Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations becomes deceased, coverage will be provided for:
1. the surviving spouse or partner in a civil union, registered domestic partnership or other similar union, if a resident of the same household at the time of death. Coverage applies to the spouse or partner as set forth herein, as if a named insured shown in the declarations; and
 2. the legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with regard to the representative's legal responsibility to maintain or use "your covered auto".

Section 1. only applies if the union or partnership is validly entered into under the laws of any state, municipality, or territory of the United States or any other country.

All other terms and conditions of this policy remain the same.



OPTIONAL TRANSPORTATION EXPENSES COVERAGE

AS 2225 06 05

The provisions and exclusions that apply to Part D - Coverage for Damage to Your Auto also apply to this endorsement except as changed by this endorsement.

Optional Transportation Expenses Coverage applies only if:

1. The loss is caused by other than **collision** only if the Declarations indicate that Other Than Collision Coverage is provided for that auto;
2. The loss is caused by **collision** only if the Declarations indicate that Collision Coverage is provided for that auto; and
3. **Your covered auto** or the **non-owned auto** is withdrawn from use for more than 24 hours. In the event of a total theft, the vehicle must have been reported missing for at least 48 hours.

OPTIONAL TRANSPORTATION EXPENSES COVERAGE

If:

1. You choose to allow us to make the rental car arrangements with a specific vendor; and
2. You choose to bring the damaged vehicle to a Total Liberty Care (TLC) facility for all repairs.

We will pay, without application of a deductible, temporary transportation expenses incurred by you for renting a substitute auto, as defined by our rental car provider, until the repairs are completed, when there is a loss to **your covered auto** described in the Schedule or in the Declarations for which a specific premium charge indicates that Optional Transportation Expenses Coverage is afforded.

If you require a vehicle which exceeds the optional daily limit shown on the policy Declarations Page, and we make the arrangements, you will only have to pay the difference between the expense of the vehicle you choose and the optional transportation expenses daily limit shown in the policy Declarations Page.

OR

If you choose to make your own substitute vehicle arrangements, or choose a repair facility other than a Total Liberty Care (TLC) facility, or your vehicle is declared a total loss, the following applies for expenses incurred from companies in the business of renting vehicles:

When there is a loss to a **your covered auto** described in the Schedule or in the Declarations for which a specific premium charge indicates that Optional Transportation Expenses Coverage is afforded, we will pay, without application of deductible, the daily amount shown on the policy Declarations Page to a maximum of 30 days for:

1. Additional transportation expenses incurred by you for renting a substitute auto.
2. Additional transportation expenses incurred by you for renting a substitute auto due to a total loss of **your covered auto**.
3. Loss of use expenses for which you become legally responsible in the event of loss to a **non-owned auto**.

All coverage provided by this endorsement shall only apply once for any single occurrence. Our payment will be limited to that period of time reasonably required to repair or replace **your covered auto** or the **non-owned auto**.

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**NUCLEAR, BIOLOGICAL, CHEMICAL & MOLD
EXCLUSION ENDORSEMENT**

AS 2228 07 05

**THIS EXCLUSION APPLIES TO ALL COVERAGES PROVIDED BY THIS POLICY
INCLUDING ANY AND ALL ENDORSEMENTS**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

We **do not** provide coverage for loss, damage, injury, liability, cost or expense, due to or as a consequence of, whether controlled or uncontrolled or however caused:

- a. Nuclear exposure, reaction or explosion including resulting fire, smoke, radiation or contamination; and/or
- b. Biological or chemical attack or exposure to biological or chemical agents, or combination of such agents, including resulting contamination or pollution.

We **do not** provide coverage for loss, damage, injury, liability, cost or expense arising out of or aggravated by, in whole or in part, "mold, fungus, wet rot, dry rot, bacteria or virus."

"Mold, fungus, wet rot, dry rot, bacteria or virus" means any type or form of fungus, rot, virus or bacteria. This includes mold, mildew and any mycotoxins, other microbes, spores, scents or byproducts produced or released by mold, mildew, fungus, rot, bacteria, or virus.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COVERAGE FOR DAMAGE TO YOUR AUTO EXCLUSION
ENDORSEMENT**

**PERSONAL AUTO
PP 13 01 12 99**

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

I. Definitions

The following definition is added:

"Diminution in value" means the actual or perceived loss in market or resale value which results from a direct and accidental loss.

II. Part D - Coverage For Damage To Your Auto

The following exclusion is added:

We will not pay for:

Loss to "your covered auto" or any "non-owned auto" due to "diminution in value".

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

PP 13 01 12 99

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AUTOMATIC TERMINATION ENDORSEMENT

AS 1046 (Ed. 12-89)

The AUTOMATIC TERMINATION Provision in Part F of the policy is replaced with the following:

AUTOMATIC TERMINATION. If you obtain other insurance on "your covered auto," any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.



LOSS PAYABLE CLAUSE

PP 03 05 08 86

Loss Payee: _____

Loss or damage under this policy shall be paid, as interest may appear, to you and the loss payee shown in the Declarations or in this endorsement. This insurance with respect to the interest of the loss payee, shall not become invalid because of your fraudulent acts or omissions unless the loss results from your conversion, secretion or embezzlement of "your covered auto." However, we reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the Declarations.

When we pay the loss payee we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

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

PP 03 05 08 86

Copyright, Insurance Services Office, Inc., 1986



Notice of Membership in Liberty Mutual Holding Company Inc.

While this policy is in effect, the named insured first named in the Declarations is a member of Liberty Mutual Holding Company Inc. and is entitled to vote either in person or by proxy at any and all meetings of the members of said company. The Annual Meeting of Liberty Mutual Holding Company Inc. is in Boston, Massachusetts, on the second Wednesday in April each year at ten o'clock in the morning.

The named insured first named in the Declarations shall participate in the distribution of any dividends declared by us for this Policy. The amount of such Named Insured's participation is determined by the decision of our Board of Directors in compliance with any laws that apply.

Any provisions in the policy relating to:

1. Membership in Liberty Mutual Insurance Company or Liberty Mutual Fire Insurance Company; or
2. Entitlement to dividends as a member of Liberty Mutual Insurance Company or Liberty Mutual Fire Insurance Company

are deleted and replaced by the preceding paragraphs.

EXHIBIT D



Rental Agreement Summary

Renter: DIANE WATTS
LIBERTY MUTUAL/SAFECO INS SOC
Billing Cycle: CALENDAR DAY

Dates & Times

Location

Pick up

Sunday, April 16, 2023 12:02 PM 1025 SW BLUE PKWY
Start Charges: LEES SUMMIT,
Sunday, April 16, 2023 12:02 PM MO 64063-2101
(816) 246-8185

Anticipated Return

Saturday, April 22, 2023 11:30 AM 1025 SW BLUE PKWY
LEES SUMMIT,
MO 64063-2101
(816) 246-8185

Vehicle

2021 NISN KICK S2 BLACK License: CO VOA060
VIN: [REDACTED] Vehicle: 8CPYDB
Pickup: 04/16/2023 @ 12:02 PM ODO:45249 Fuel:1/2

Vehicle Condition:

leftFrontDoor
scratch: scratch on door handle
leftFender
scratch: scratch on fender
hood
scratch: scratches
leftRearDoor
scratch: scratches on rear door
windshield
chip: small chips in windshield

Summary of Charges

Estimated Bill-To

LIBERTY MUTUAL/SAFECO INS SOC

Pays:100.0% \$30.00 / Day \$900.0 MAX / Rental

Charges	Price/Unit	Total
TIME & DISTANCE 4/16/23-4/22/23	\$25.35 / Day	\$177.45
VEHICLE LICENSE FEE RECOVERY	\$2.31 / Day	\$16.14
SALES TAX (8.475%)	8.475%	\$16.41

Subtotal (\$210.00)

Estimated Renter Charges

Charges	Price/Unit	Total
TIME & DISTANCE 4/16/23-4/22/23	\$1.03 / Day	\$7.21
NO CHARGE DISTANCE 4/16/23-4/22/23	\$0.00 / Mile	\$0.00
DAILY RATE:	\$26.38 / Day	
HOURLY RATE:	\$8.80 / Hour	
REFUELING CHARGE	\$4.82 / Gallons	\$0.00

Optional Protections Accepted

No optional protections accepted.

Optional Protections Declined

PERSONAL EFFECTS COVERAGE	@ \$5.99 / Day	\$0.00
SUPPLEMENTAL LIABILITY PROTECTION 2	@ \$12.81 / Day	\$0.00
DW/CDW OPTIONAL	@ \$19.99 / Day	\$0.00
RAP	@ \$6.99 / Day	\$0.00

Renter Acknowledgement of Accepted and Declined Protections

I acknowledge that I have accepted or declined protections as indicated above.

Taxes and Fees

VEHICLE LICENSE FEE RECOVERY	\$0.09 / Day	\$0.66
SALES TAX (8.475%)	8.475%	\$0.66
Total Estimated Charge:		\$8.53

Payments:

[REDACTED] Auth (\$58.00)

Renter Acknowledgement of Charges

I acknowledge that I have reviewed and agree to all Estimated Renter Charges and fees listed on Summary of Charges and further agree to pay for final charges in accordance with the Additional Terms and Conditions of this Contract.

Owner: ENTERPRISE LEASING COMPANY OF KS, LLC

Additional Drivers

No Additional Drivers are authorized to drive the vehicle with the exception of the drivers listed below.
(Additional driver names listed here if applicable)

Please keep this Rental Agreement Summary with you in the vehicle during the rental.



Local Addenda

COLLISION DAMAGE WAIVER AND CAR RENTAL INSURANCE NOTICE: OUR CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, COLLISION DAMAGE WAIVER AND CAR RENTAL INSURANCE PRODUCTS. BEFORE DECIDING WHETHER TO PURCHASE ANY OF THESE OPTIONAL PRODUCTS, YOU MAY WISH TO DETERMINE WHETHER YOUR PERSONAL INSURANCE OR CREDIT CARD PROVIDES YOU COVERAGE DURING THE RENTAL PERIOD. THE PURCHASE OF ANY OF THESE OPTIONAL PRODUCTS IS NOT REQUIRED TO RENT A VEHICLE.

*** THIS CONTRACT INCLUDES CHARGES IMPOSED BY GOVERNMENTAL AUTHORITIES KNOWN AS: SALES TAX (TAX).**

****THIS CONTRACT INCLUDES CHARGES IMPOSED BY OWNER WHICH ARE NOT TAXES KNOWN AS: VEHICLE LICENSE FEE RECOVERY (VLF REC); ARENA CAR RENTAL LICENSE FEE RECOVERY (ARENA FEE); RENTAL CONCESSION FEE RECOVERY (APACCREC); SEE PAYMENT BY RENTER PARAGRAPH OF THE ADDITIONAL TERMS AND CONDITIONS FOR A MORE DETAILED DESCRIPTION OF THESE CHARGES.**

RENTER ACKNOWLEDGEMENT OF LOCAL ADDENDA



TERMS AND CONDITIONS

[Click to view Additional Terms and Conditions](#)

FORM# 05.MO-JK_UC23

RENTER ACKNOWLEDGEMENT OF THE ENTIRE CONTRACT

I, THE "RENTER" BY SIGNING BELOW, HAVE READ AND AGREE TO THE TERMS AND CONDITIONS IN THE ADDITIONAL TERMS AND CONDITIONS, WHICH ARE INCORPORATED

BY REFERENCE AS IF FULLY SET FORTH HEREIN, AND THE RENTAL AGREEMENT SUMMARY (COLLECTIVELY, THE ADDITIONAL TERMS AND CONDITIONS AND THE RENTAL AGREEMENT SUMMARY ARE THE "CONTRACT"). BY SIGNING BELOW, I AM AUTHORIZING OWNER TO CHARGE TO THE CREDIT CARD(S) AND/OR DEBIT CARD(S) THAT I HAVE PROVIDED TO OWNER ALL AMOUNTS OWED BY ME UNDER THIS CONTRACT FOR ADVANCE DEPOSITS, INCREMENTAL AUTHORIZATIONS/DEPOSITS, AND OR ANY OTHER AMOUNTS OWED BY ME, AS WELL AS PAYMENTS REFUSED BY A THIRD PARTY TO WHOM BILLING WAS DIRECTED. I ALSO AUTHORIZE OWNER TO RE-INITIATE ANY CHARGE TO MY CARD(S) THAT IS DISHONORED FOR ANY REASON. I CERTIFY THAT THE DRIVER'S LICENSE(S) PRESENTED IS CURRENTLY VALID AND IS NOT SUSPENDED, EXPIRED, REVOKED, CANCELLED OR SURRENDERED. I FURTHER ACKNOWLEDGE AND CONSENT TO THE TERMS AND CONDITIONS SET FORTH IN THE PARAGRAPH WITH THE HEADING "DISPUTE RESOLUTION PROVISION: MANDATORY ARBITRATION AGREEMENT" IN THE ADDITIONAL TERMS AND CONDITIONS. BY SIGNING BELOW RENTER AGREES TO OWNER'S COLLECTION OF INFORMATION ABOUT RENTER'S USE OF VEHICLE AND TEXTING & CALLING TERMS. SEE PARAGRAPHS WITH THE HEADINGS TEXT & CALL AND OWNER'S COLLECTION AND USE OF VEHICLE DATA: RENTER'S USE OF VEHICLES NAVIGATION AND INFOTAINMENT SYSTEMS AND VEHICLE MANUFACTURER APPS IN THE ADDITIONAL TERMS AND CONDITIONS.



9GMGPN

Additional Terms and Conditions of the Contract electronically accepted on 4/16/23 at 12:05 PM

EXHIBIT E

Brett Benton

From:

Diane Watts [REDACTED]
[REDACTED]
[REDACTED]

Delivered 04/19/2023, 10:24 am by System

Good morning! I wanted to let you know your vehicle has been declared a total loss. I am getting your paperwork together. This email includes your settlement and next steps.

If you have any questions, please let me know so we can schedule a call once you've had a chance to review or send me a text or email with your questions. Your settlement amount after your deductible is \$4,125.75. I have extended your rental 7 days; your last day of rental will be 4/27/23. An early payment was made in the amount of \$3,125.75. You'll

get an email from getmypayment@libertymutual.com/safeco.com to select your payment option. Please accept payment within 3 days or it will be sent out as a check. Once your requested paperwork has been received and verified to be signed correctly we will issue the remaining payment of \$1000.00.

Thank you! - Danielle

DH

Delivered 04/20/2023, 7:43 am by Danielle Hamilton

Sent from Yahoo Mail on Android

-External sender. Please use caution when clicking on any attachments or links** -**

EXHIBIT F

From: Hamilton, Danielle <DANIELLE.HAMILTON@LIBERTYMUTUAL.COM>
Sent: Thursday, April 20, 2023 8:47 AM
To: [REDACTED]
Cc: Hamilton, Danielle
Subject: Total Loss Paperwork TL13 - Claim 053189419-01
Attachments: UPS_label.png; Missouri - Title Guide.pdf



Hello Anthony Watts,

As your Liberty Claims Representative, my goal is to make your claims experience as easy and worry-free as possible. I'm writing you now to share the latest information about your claim.

Based on our review, your vehicle was determined to be a 'total loss'. This means we will issue a payment based on its pre-accident value (see table below).

To ensure prompt payment, this letter covers all your claim settlement options and next steps, including:

- How we determined your payment
- How to receive prompt payment with completion of paperwork
- Management of the rental car

How We Determine Your Payment

We calculated the actual cash value of your vehicle by assessing its pre-accident condition, mileage, and any documentation provided for purchase price or options. Other factors-such as applicable taxes, your deductible, state and policy provisions, and whether you decide to keep your vehicle or let Liberty take possession of it-will then be taken into account.

We have applied applicable state taxes to the settlement of your total loss as outlined here.

Vehicle Valuation

Actual Cash Value:	\$4524.00
Plus applicable taxes:	\$0
Plus title fees:	\$14.50

Plus Registration:	\$63.25
Plus Plate Fees:	\$6.00
Plus Misc Fees:	\$18.00
Minus your deductible:	\$500.00
<u>Vehicle owner payment:</u>	<u>\$4125.75</u>
Total amount paid on this claim:	\$4125.75

How to Receive Prompt Payment With Completion of Paperwork

My records show that you have chosen to transfer ownership of your vehicle to Liberty Mutual. To transfer vehicle ownership and receive prompt payment, please fill out and return all of the items listed below as soon as possible.

Collect and send the items listed below:

- **Signed Title** - Each listed vehicle owner must sign the title. Signatures must appear exactly as the name(s) are shown on the title. You can use the enclosed sample as a reference.
- **Notarized Original Lien Release** - If you no longer have a loan on your vehicle, but the title still lists a lienholder, provide the original notarized lien release.
- **Spare Key** - Please leave your spare key or key fob with your vehicle, if applicable.

If your claim requires a power of attorney or title, make sure they have not been changed or altered in any way. Any alteration may delay the processing of your claim.

Please return all completed items within two business days of receipt of this letter.

I have provided a UPS return label. You can ship the form(s) back to us by using one of the following methods:

- Return the paperwork from your place of employment if UPS picks up on a daily basis.
- Drop off at a local UPS pickup box or UPS store.
- Call UPS for pick-up at your home or business. Please be aware that UPS charges a fee for this service.

Additional Information to Know

Length of Rental Coverage - We will continue to pay for your rental car until 04/27/2023. After this date, payment for the rental vehicle will be your responsibility. However, you're welcome to stay in the rental as long as needed with our reduced rates.

Updating Your Policy - Since your vehicle has been deemed a total loss, please contact your salesperson to have your vehicle removed from your policy. Your salesperson can answer any questions about changes to your policy or premium.

What to Do with Your License Plate – Please remove license plates from your vehicle and keep them in a safe place. If you have personalized plates, contact your Department of Motor Vehicles.

Replacing your Vehicle - If you're thinking about purchasing a new vehicle, we can help you save time and money. You're invited to take advantage of our [Liberty Mutual Car Buying Program](#) - a negotiation-free online experience that gives you upfront dealer pricing on thousands of new and used cars.

Please know that I'll be here for you throughout the entire process. For questions or more information, please visit your [online account](#) or contact me directly. Thank you for trusting Liberty with your claims needs.

Sincerely,
Danielle Hamilton

Claims Resolution Representative
Liberty Mutual Insurance
PO Box 5014
Scranton, PA 18505
Direct: 469-997-2845
Toll Free: 800-313-8844 X 78353
Fax: 888-268-8840
Email: danielle.hamilton@libertymutual.com

Please See Below for Your Specific Rights in This State:

Missouri

Missouri law provides that the Director of Revenue permit a sales tax credit to anyone who replaces a motor vehicle that was stolen or considered a total loss as a result of damage. To receive this credit, the vehicle must be replaced within 180 days of the date of settlement by the insurance company.

Once we have come to a final settlement agreement for your total loss vehicle you will receive in the mail a certified Sales Affidavit. Please present the affidavit directly to the license office when obtaining license and title for the replacement vehicle.

The State will permit a credit in the amount of the proceeds received from the insurance company toward the tax on the replacement vehicle. Failure to replace the vehicle within the allowed 180 days may result in the additional payment of sales tax. If replacement has been made prior to issuance of this letter, then you should contact the license office to obtain a form to apply for a refund.

Policy underwritten by Liberty Mutual Personal Insurance Company

© 2020 Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116

EXHIBIT G



Liberty Mutual Insurance

350 E. 96th Street
Indianapolis, IN 46240

December 6, 2023

Ms. Shivani
175 Berkley Street
Boston, MA 02116

Insured Name: Adam Pizzitola
Policy Number: AOV24382803940
Claim ID: 048289129
Date of Loss: 01/26/2022
Effective Date: 04/22/2021

I hereby certify that the attached is a true and accurate copy of the documents requested for the policy listed above as maintained by the Liberty Mutual Personal Insurance Company in the usual and customary course of its business.

Denise Chambers
Policy Copy Support

DC
Enclosures

Pizzitola001

**Questions about your Policy?**

Call 1-800-225-8285

Policy Number:

AOV-243-828039-40 1 4

Report a Claim:1-800-2CLAIMS or
LibertyMutual.com/claims**ACTION REQUIRED:**

PLEASE REVIEW AND KEEP FOR YOUR RECORDS.

Policy Declarations

Total Annual Premium: \$1,440.00

Reason for your new declarations page: Policy Change 03

Please refer to the **Change Detail** section for more information.**Effective date of this change: 02/13/2022**

Your discounts and benefits have been applied. Includes state sales tax and local surcharge where applicable.

Insurance Information

Named Insured: Adam Pizzitola

Policy Number: AOV-243-828039-40 1 4

Mailing Address:

[REDACTED]

Policy Period:

Coverage begins at the later of:
(1) 12:01 AM on **04/22/2021**, or (2)
The time that the application for
insurance is submitted and the policy is
bound. No coverage is provided prior to
the policy being bound. Coverage will
expire at 12:01 AM on **04/22/2022**

Declarations Effective: 02/13/2022

Vehicles Covered by Your Auto Policy

	YEAR	MAKE	MODEL	VEHICLE ID NUMBER
1	2021	NISSAN	ROGUE SPOR	[REDACTED]

Driver Information

	NAME	STATE	NAME	STATE
1	Adam Pizzitola	IL		

To ensure proper coverage, please contact us to add drivers not listed above.

DISCOUNTS AND BENEFITS SECTION

Your discounts and benefits have been applied to your Total Annual Policy Premium.

Vehicle Discounts

	VEH 1
	2021
	NISSAN
	ROGUE S
RightTrack® Discount	•
Anti-Theft Discount	•

**Want to Add a Coverage?**

Call 1-800-225-8285 to talk to your agent about the availability of this coverage and whether it meets your needs.

Policy Number:

AOV-243-828039-40 1 4

Report a Claim:

1-800-2CLAIMS or
LibertyMutual.com/claims

**DISCOUNTS AND BENEFITS SECTION** continued**Policy Discounts**

- Early Shopper Discount
- Multi-Policy Discount
- Preferred Payment Discount
- Good Payer Discount
- Online Quote Discount
- Violation Free Discount
- Homeowner Discount
- Paperless Discount

Policy Benefits**Accident Forgiveness:**

This policy is not eligible for Accident Forgiveness

New Car Replacement:

New Car Replacement is not included with this policy

Coverage Information

Your total annual policy premium for all covered vehicles is shown below. A premium is shown for each type of coverage you have purchased for each vehicle. **Where no premium is shown, you have not purchased the indicated coverage for that vehicle.**

Please note: Coverages and limits shown are specific to a covered vehicle. Coverage from multiple vehicles does not aggregate or "stack" to increase your overall insured limits.

COVERAGE	LIMITS	PREMIUM PER VEHICLE
VEH 1 2021 NISSAN ROGUE S		
A. Liability		
Bodily Injury	\$ 50,000 Each Person	\$403
	\$ 100,000 Each Accident	
Property Damage	\$ 50,000 Each Accident	\$209
B. Medical Payments		
	\$ 1,000 Each Person	\$12
C. Uninsured Motorists		
Uninsured Motorists	\$ 50,000 Each Person	\$26
Bodily Injury	\$ 100,000 Each Accident	
Underinsured Motorists	\$ 50,000 Each Person	\$35
Bodily Injury	\$ 100,000 Each Accident	

**Want to Add a Coverage?**

Call 1-800-225-8285 to talk to your agent about the availability of this coverage and whether it meets your needs.

Policy Number:

AOV-243-828039-40 1 4

Report a Claim:

1-800-2CLAIMS or
LibertyMutual.com/claims

**Coverage Information** continued

COVERAGE	LIMITS	PREMIUM PER VEHICLE
		VEH 1
		2021
		NISSAN
		ROGUE S
D. Coverage for Damage to Your Auto		
Collision		\$603
Actual Cash Value Less		
Deductible Shown		
Veh 1 \$1000		
Other Than Collision		\$92
Actual Cash Value Less		
Deductible Shown		
Veh 1 \$1000		
Optional Coverages		
Towing And Labor Cost Each Disablement		\$8
Veh 1 \$200		
Transportation Expenses	\$30 Per Day	\$52
	\$900 Per Accident	

Annual Premium Per Vehicle:**\$1,440****Premium Adjustment from 02/13/2022 to 04/22/2022**

Total Adjustment: \$6.00CR

Total Annual Policy Premium: \$1,440.00**Additional Coverages and Products Available***

We've reviewed your policy and have identified additional optional coverages and products that can add valuable protection. Talk to your agent about purchasing the following coverages and products and whether they meet your needs.

- **Multi-Policy Discounts:** Having more than one insurance policy with Liberty Mutual can save you time and money. Learn more about how you can bundle your auto, home, renters, condo, or umbrella insurance.

*These optional coverages are subject to policy provisions, limitations, and exclusions. Daily limits or a deductible may apply. For a complete explanation, please consult your agent today.

Additional Information for Vehicles Covered by Your Policy

Loss Payee(s)	Month/Year Expires
VEH 1: NISSAN INFINITI LT	02/2027

**Questions about your Policy?**

Call 1-800-225-8285

Policy Number:

AOV-243-828039-40 1 4

Report a Claim:1-800-2CLAIMS or
LibertyMutual.com/claims**Additional Information for Vehicles Covered by Your Policy** *(continued)***Change Detail**

Changes made to your policy for: Policy Change 03

- Substitute Vehicle 1
- Final RightTrack Discount Vehicle 1

Policy Forms and Endorsements: The following forms and endorsements are applicable to your policy.Amendatory Endorsement - Delivery of Goods
AS3919IL 09 20Underinsured Motorists Coverage - Illinois
AS2288 03 16Coverage For Damage To Your Auto Exclusion
Endorsement PP 13 01 12 99Nuclear, Bio-Chemical & Mold Exclusion Endorsement
AS2221 04 05

Loss Payable Clause PP 03 05 08 86

Automobile Amendatory Endorsement AS3677 04 19

Optional Transportation Expenses Coverage
AS2207 02 05

Towing and Labor Coverage AS2208 03 16

Automatic Termination Endorsement AS1046 12 89

Mutual Holding Company 2340e

LibertyGuard Auto Policy Declaration provided and underwritten by Liberty Mutual Personal Insurance Company
(a stock insurance company), Boston, MA.

President

Secretary

This policy, including endorsements listed above,
is countersigned by:

Authorized Representative

**Questions about your Policy?**

Call 1-800-225-8285

Policy Number:

AOV-243-828039-40 1 4

Report a Claim:1-800-2CLAIMS or
LibertyMutual.com/claims**ACTION REQUIRED:**

PLEASE REVIEW AND KEEP FOR YOUR RECORDS.

Policy Declarations

Total Annual Premium: \$1,463.00

Reason for your new declarations page: Policy Change 02

Please refer to the **Change Detail** section for more information.**Effective date of this change: 08/31/2021**

Your discounts and benefits have been applied. Includes state sales tax and local surcharge where applicable.

Insurance Information

Named Insured: Adam Pizzitola

Policy Number: AOV-243-828039-40 1 4

Mailing Address:

[REDACTED]

Policy Period:

Coverage begins at the later of:
(1) 12:01 AM on **04/22/2021**, or (2)
The time that the application for
insurance is submitted and the policy is
bound. No coverage is provided prior to
the policy being bound. Coverage will
expire at 12:01 AM on **04/22/2022**

Declarations Effective: 08/31/2021

Vehicles Covered by Your Auto Policy

	YEAR	MAKE	MODEL	VEHICLE ID NUMBER
1	2018	NISSAN	KICKS	[REDACTED]

Driver Information

	NAME	STATE	NAME	STATE
1	Adam Pizzitola	IL		

To ensure proper coverage, please contact us to add drivers not listed above.

DISCOUNTS AND BENEFITS SECTION

Your discounts and benefits have been applied to your Total Annual Policy Premium.

Vehicle Discounts

	VEH 1
	2018
	NISSAN
	KICKS
RightTrack® Discount	•
Anti-Theft Discount	•

**Want to Add a Coverage?**

Call 1-800-225-8285 to talk to your agent about the availability of this coverage and whether it meets your needs.

Policy Number:

AOV-243-828039-40 1 4

Report a Claim:

1-800-2CLAIMS or
LibertyMutual.com/claims

**DISCOUNTS AND BENEFITS SECTION** continued**Policy Discounts**

- Early Shopper Discount
- Multi-Policy Discount
- Preferred Payment Discount
- Good Payer Discount
- Online Quote Discount
- Violation Free Discount
- Homeowner Discount
- Paperless Discount

Policy Benefits**Accident Forgiveness:**

This policy is not eligible for Accident Forgiveness

New Car Replacement:

New Car Replacement is not included with this policy

Coverage Information

Your total annual policy premium for all covered vehicles is shown below. A premium is shown for each type of coverage you have purchased for each vehicle. **Where no premium is shown, you have not purchased the indicated coverage for that vehicle.**

Please note: Coverages and limits shown are specific to a covered vehicle. Coverage from multiple vehicles does not aggregate or "stack" to increase your overall insured limits.

COVERAGE	LIMITS	PREMIUM PER VEHICLE
		VEH 1 2018 NISSAN KICKS
A. Liability		
Bodily Injury	\$ 50,000 Each Person	\$425
	\$ 100,000 Each Accident	
Property Damage	\$ 50,000 Each Accident	\$225
B. Medical Payments		
	\$ 1,000 Each Person	\$15
C. Uninsured Motorists		
Uninsured Motorists	\$ 50,000 Each Person	\$28
Bodily Injury	\$ 100,000 Each Accident	
Underinsured Motorists	\$ 50,000 Each Person	\$44
Bodily Injury	\$ 100,000 Each Accident	

**Want to Add a Coverage?**

Call 1-800-225-8285 to talk to your agent about the availability of this coverage and whether it meets your needs.

Policy Number:

AOV-243-828039-40 1 4

Report a Claim:

1-800-2CLAIMS or
LibertyMutual.com/claims

**Coverage Information** continued

COVERAGE	LIMITS	PREMIUM PER VEHICLE
		VEH 1
		2018
		NISSAN
		KICKS
D. Coverage for Damage to Your Auto		
Collision		\$476
Actual Cash Value Less		
Deductible Shown		
Veh 1 \$1000		
Other Than Collision		\$91
Actual Cash Value Less		
Deductible Shown		
Veh 1 \$1000		
Optional Coverages		
Towing And Labor Cost Each Disablement		\$9
Veh 1 \$200		
Transportation Expenses	\$30 Per Day	\$52
	\$900 Per Accident	
Better Car Replacement™		\$98

Annual Premium Per Vehicle:**\$1,463****Premium Adjustment from 08/31/2021 to 04/22/2022**

Total Adjustment: \$73.00CR

Total Annual Policy Premium: \$1,463.00**Additional Coverages and Products Available***

We've reviewed your policy and have identified additional optional coverages and products that can add valuable protection. Talk to your agent about purchasing the following coverages and products and whether they meet your needs.

- **Multi-Policy Discounts:** Having more than one insurance policy with Liberty Mutual can save you time and money. Learn more about how you can bundle your auto, home, renters, condo, or umbrella insurance.

*These optional coverages are subject to policy provisions, limitations, and exclusions. Daily limits or a deductible may apply. For a complete explanation, please consult your agent today.

Change Detail

Changes made to your policy for: Policy Change 02

**Questions about your Policy?**

Call 1-800-225-8285

Policy Number:

AOV-243-828039-40 1 4

Report a Claim:1-800-2CLAIMS or
LibertyMutual.com/claims**Change Detail** (*continued*)

- Change Residential Address on Policy
- Change Rate Territory of Vehicle 1
- Change Garaging of Vehicle 1

Policy Forms and Endorsements: The following forms and endorsements are applicable to your policy.Amendatory Endorsement - Delivery of Goods
AS3919IL 09 20Underinsured Motorists Coverage - Illinois
AS2288 03 16

Better Car Replacement™ Coverage AS3696 12 10

Towing and Labor Coverage AS2208 03 16

Automatic Termination Endorsement AS1046 12 89

Automobile Amendatory Endorsement AS3677 04 19

Optional Transportation Expenses Coverage
AS2207 02 05Coverage For Damage To Your Auto Exclusion
Endorsement PP 13 01 12 99Nuclear, Bio-Chemical & Mold Exclusion Endorsement
AS2221 04 05

Mutual Holding Company 2340e

LibertyGuard Auto Policy Declaration provided and underwritten by Liberty Mutual Personal Insurance Company
(a stock insurance company), Boston, MA.

President

Secretary

This policy, including endorsements listed above,
is countersigned by:

Authorized Representative

**Questions about your Policy?**

Call 1-800-225-8285

Policy Number:

AOV-243-828039-40 1 4

Report a Claim:1-800-2CLAIMS or
LibertyMutual.com/claims**ACTION REQUIRED:**

PLEASE REVIEW AND KEEP FOR YOUR RECORDS.

Policy Declarations

Total Annual Premium: \$1,577.00

Reason for your new declarations page: Policy Change 01

Please refer to the **Change Detail** section for more information.**Effective date of this change: 08/03/2021**

Your discounts and benefits have been applied. Includes state sales tax and local surcharge where applicable.

Insurance Information

Named Insured: Adam Pizzitola

Policy Number:

AOV-243-828039-40 1 4

Mailing Address:

[REDACTED]

Policy Period:

Coverage begins at the later of:
(1) 12:01 AM on **04/22/2021**, or (2)
The time that the application for
insurance is submitted and the policy is
bound. No coverage is provided prior to
the policy being bound. Coverage will
expire at 12:01 AM on **04/22/2022**

Declarations Effective: 08/03/2021

Vehicles Covered by Your Auto Policy

	YEAR	MAKE	MODEL	VEHICLE ID NUMBER
1	2018	NISSAN	KICKS	[REDACTED]

Driver Information

	NAME	STATE	NAME	STATE
1	Adam Pizzitola	IL		

To ensure proper coverage, please contact us to add drivers not listed above.

DISCOUNTS AND BENEFITS SECTION

Your discounts and benefits have been applied to your Total Annual Policy Premium.

Vehicle Discounts

	VEH 1
	2018
	NISSAN
	KICKS
RightTrack® Discount	•
Anti-Theft Discount	•

**Want to Add a Coverage?**

Call 1-800-225-8285 to talk to your agent about the availability of this coverage and whether it meets your needs.

Policy Number:

AOV-243-828039-40 1 4

Report a Claim:

1-800-2CLAIMS or
LibertyMutual.com/claims

**DISCOUNTS AND BENEFITS SECTION** continued**Policy Discounts**

- Early Shopper Discount
- Multi-Policy Discount
- Preferred Payment Discount
- Good Payer Discount
- Online Quote Discount
- Violation Free Discount
- Homeowner Discount
- Paperless Discount

Policy Benefits**Accident Forgiveness:**

This policy is not eligible for Accident Forgiveness

New Car Replacement:

New Car Replacement is not included with this policy

Coverage Information

Your total annual policy premium for all covered vehicles is shown below. A premium is shown for each type of coverage you have purchased for each vehicle. **Where no premium is shown, you have not purchased the indicated coverage for that vehicle.**

Please note: Coverages and limits shown are specific to a covered vehicle. Coverage from multiple vehicles does not aggregate or "stack" to increase your overall insured limits.

COVERAGE	LIMITS	PREMIUM PER VEHICLE
		VEH 1
		2018
		NISSAN
		KICKS
A. Liability		
Bodily Injury	\$ 50,000 Each Person	\$421
	\$ 100,000 Each Accident	
Property Damage	\$ 50,000 Each Accident	\$235
B. Medical Payments		
	\$ 1,000 Each Person	\$13
C. Uninsured Motorists		
Uninsured Motorists	\$ 50,000 Each Person	\$40
Bodily Injury	\$ 100,000 Each Accident	
Underinsured Motorists	\$ 50,000 Each Person	\$47
Bodily Injury	\$ 100,000 Each Accident	

**Want to Add a Coverage?**

Call 1-800-225-8285 to talk to your agent about the availability of this coverage and whether it meets your needs.

Policy Number:

AOV-243-828039-40 1 4

Report a Claim:

1-800-2CLAIMS or
LibertyMutual.com/claims

**Coverage Information** continued

COVERAGE	LIMITS	PREMIUM PER VEHICLE
		VEH 1
		2018
		NISSAN
		KICKS
D. Coverage for Damage to Your Auto		
Collision		\$537
Actual Cash Value Less		
Deductible Shown		
Veh 1 \$1000		
Other Than Collision		\$99
Actual Cash Value Less		
Deductible Shown		
Veh 1 \$1000		
Optional Coverages		
Towing And Labor Cost Each Disablement		\$10
Veh 1 \$200		
Transportation Expenses	\$30 Per Day	\$63
	\$900 Per Accident	
Better Car Replacement™		\$112

Annual Premium Per Vehicle:**\$1,577****Premium Adjustment from 08/03/2021 to 04/22/2022**

Total Adjustment: \$163.00CR

Total Annual Policy Premium: \$1,577.00**Additional Coverages and Products Available***

We've reviewed your policy and have identified additional optional coverages and products that can add valuable protection. Talk to your agent about purchasing the following coverages and products and whether they meet your needs.

- **Multi-Policy Discounts:** Having more than one insurance policy with Liberty Mutual can save you time and money. Learn more about how you can bundle your auto, home, renters, condo, or umbrella insurance.

*These optional coverages are subject to policy provisions, limitations, and exclusions. Daily limits or a deductible may apply. For a complete explanation, please consult your agent today.

Change Detail

Changes made to your policy for: Policy Change 01

**Questions about your Policy?**

Call 1-800-225-8285

Policy Number:

AOV-243-828039-40 1 4

Report a Claim:1-800-2CLAIMS or
LibertyMutual.com/claims**Change Detail** *(continued)*

- Add Homeowner Discount
- Final RightTrack Discount Vehicle 1

Policy Forms and Endorsements: The following forms and endorsements are applicable to your policy.

Amendatory Endorsement - Delivery of Goods

AS3919IL 09 20

Underinsured Motorists Coverage - Illinois

AS2288 03 16

Better Car Replacement™ Coverage AS3696 12 10

Towing and Labor Coverage AS2208 03 16

Automatic Termination Endorsement AS1046 12 89

Automobile Amendatory Endorsement AS3677 04 19

Optional Transportation Expenses Coverage

AS2207 02 05

Coverage For Damage To Your Auto Exclusion

Endorsement PP 13 01 12 99

Nuclear, Bio-Chemical & Mold Exclusion Endorsement

AS2221 04 05

Mutual Holding Company 2340e

LibertyGuard Auto Policy Declaration provided and underwritten by Liberty Mutual Personal Insurance Company
(a stock insurance company), Boston, MA.

President

Secretary

This policy, including endorsements listed above,
is countersigned by:

Authorized Representative

**Questions about your Policy?**

Call 1-800-225-8285

Policy Number:

AOV-243-828039-40 1 4

Report a Claim:1-800-2CLAIMS or
LibertyMutual.com/claims**ACTION REQUIRED:**

PLEASE REVIEW AND KEEP FOR YOUR RECORDS.

Policy Declarations

Total Annual Premium: * \$1,804.00

**Save an estimated \$24
annually by switching to
Paid-in-Full**Policy
Declarations**Bill Frequency: Monthly Installment Fee Per Payment: \$2.00**

*Total Annual policy premium above does not include installment fees.

Your discounts and benefits have been applied. Includes state sales tax and local surcharge where applicable.

Insurance Information

Named Insured: Adam Pizzitola

Policy Number:

AOV-243-828039-40 1 4

Mailing Address:



Policy Period:

Coverage begins at the later of:
(1) 12:01 AM on **04/22/2021**, or (2)
The time that the application for
insurance is submitted and the policy is
bound. No coverage is provided prior to
the policy being bound. Coverage will
expire at 12:01 AM on **04/22/2022**

Declarations Effective: 04/22/2021

Vehicles Covered by Your Auto Policy

	YEAR	MAKE	MODEL	VEHICLE ID NUMBER
1	2018	NISSAN	KICKS	

Driver Information

	NAME	STATE	NAME	STATE
1	Adam Pizzitola	IL		

To ensure proper coverage, please contact us to add drivers not listed above.**DISCOUNTS AND BENEFITS SECTION**

Your discounts and benefits have been applied to your Total Annual Policy Premium.

Vehicle Discounts

	VEH 1 2018 NISSAN KICKS
RightTrack® Discount	•
Anti-Theft Discount	•

**Want to Add a Coverage?**

Call 1-800-225-8285 to talk to your agent about the availability of this coverage and whether it meets your needs.

Policy Number:

AOV-243-828039-40 1 4

Report a Claim:

1-800-2CLAIMS or
LibertyMutual.com/claims

**DISCOUNTS AND BENEFITS SECTION** continued**Policy Discounts**

- Early Shopper Discount
- Online Quote Discount
- Violation Free Discount
- Good Payer Discount
- Paperless Discount
- Multi-Policy Discount
- Preferred Payment Discount

Policy Benefits**Accident Forgiveness:**

This policy is not eligible for Accident Forgiveness

New Car Replacement:

New Car Replacement is not included with this policy

Coverage Information

Your total annual policy premium for all covered vehicles is shown below. A premium is shown for each type of coverage you have purchased for each vehicle. **Where no premium is shown, you have not purchased the indicated coverage for that vehicle.**

Please note: Coverages and limits shown are specific to a covered vehicle. Coverage from multiple vehicles does not aggregate or "stack" to increase your overall insured limits.

COVERAGE	LIMITS	PREMIUM PER VEHICLE
VEH 1 2018 NISSAN KICKS		
A. Liability		
Bodily Injury	\$ 50,000 Each Person	\$477
	\$ 100,000 Each Accident	
Property Damage	\$ 50,000 Each Accident	\$268
B. Medical Payments		
	\$ 1,000 Each Person	\$15
C. Uninsured Motorists		
Uninsured Motorists	\$ 50,000 Each Person	\$47
Bodily Injury	\$ 100,000 Each Accident	
Underinsured Motorists	\$ 50,000 Each Person	\$53
Bodily Injury	\$ 100,000 Each Accident	

**Want to Add a Coverage?**

Call 1-800-225-8285 to talk to your agent about the availability of this coverage and whether it meets your needs.

Policy Number:

AOV-243-828039-40 1 4

Report a Claim:

1-800-2CLAIMS or
LibertyMutual.com/claims

**Coverage Information** continued

COVERAGE	LIMITS	PREMIUM PER VEHICLE
		VEH 1
		2018
		NISSAN
		KICKS
D. Coverage for Damage to Your Auto		
Collision		\$618
Actual Cash Value Less		
Deductible Shown		
Veh 1 \$1000		
Other Than Collision		\$116
Actual Cash Value Less		
Deductible Shown		
Veh 1 \$1000		
Optional Coverages		
Towing And Labor Cost Each Disablement		\$12
Veh 1 \$200		
Transportation Expenses	\$30 Per Day \$900 Per Accident	\$68
Better Car Replacement™		\$130

Annual Premium Per Vehicle:**\$1,804****Total Annual Policy Premium: \$1,804.00****Additional Coverages and Products Available***

We've reviewed your policy and have identified additional optional coverages and products that can add valuable protection. Talk to your agent about purchasing the following coverages and products and whether they meet your needs.

- **Multi-Policy Discounts:** Having more than one insurance policy with Liberty Mutual can save you time and money. Learn more about how you can bundle your auto, home, renters, condo, or umbrella insurance.

*These optional coverages are subject to policy provisions, limitations, and exclusions. Daily limits or a deductible may apply. For a complete explanation, please consult your agent today.

Policy Forms and Endorsements: The following forms and endorsements are applicable to your policy.

Amendatory Endorsement - Delivery of Goods
AS3919IL 09 20
Underinsured Motorists Coverage - Illinois
AS2288 03 16

Automobile Amendatory Endorsement AS3677 04 19
Optional Transportation Expenses Coverage
AS2207 02 05

**Questions about your Policy?**

Call 1-800-225-8285

Policy Number:

AOV-243-828039-40 1 4

Report a Claim:1-800-2CLAIMS or
LibertyMutual.com/claims**Policy Forms and Endorsements:** The following forms and endorsements are applicable to your policy. *(continued)*

Better Car Replacement™ Coverage AS3696 12 10

Coverage For Damage To Your Auto Exclusion
Endorsement PP 13 01 12 99

Towing and Labor Coverage AS2208 03 16

Nuclear, Bio-Chemical & Mold Exclusion Endorsement
AS2221 04 05

Automatic Termination Endorsement AS1046 12 89

Mutual Holding Company 2340e

LibertyGuard Auto Policy Declaration provided and underwritten by Liberty Mutual Personal Insurance Company
(a stock insurance company), Boston, MA.

President

Secretary

This policy, including endorsements listed above,
is countersigned by:

Authorized Representative



LibertyGuard Auto Policy

Please read your policy and each endorsement carefully.

To serve you best...

Liberty Mutual has over 350 service offices throughout the United States and Canada. Please contact your service office shown on your Declarations Page to report losses, or for any changes or questions about your insurance. Payments should be sent to the office indicated on your bill.

< < COMPANY.NAME > >, a stock company, and its Affiliates, 175 Berkeley St, Boston, MA 02116

THIS POLICY IS NONASSESSABLE

Liberty Mutual Insurance Group

**LIBERTYGUARD AUTO POLICY****QUICK REFERENCE****DECLARATIONS PAGE**

Your Name and Address

Your Auto or Trailer

Policy Period

Coverages and Amounts of Insurance

**Beginning
On Page**

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***MUTUAL POLICY CONDITIONS 13**

*These conditions apply only if Liberty Mutual Fire Insurance Company is shown in the Declarations as the insurer.



AUTO POLICY AGREEMENT

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

DEFINITIONS

A. Throughout this policy, "you" and "your" refer to:

1. The "named insured" shown in the Declarations; and
2. The spouse if a resident of the same household.

If the spouse ceases to be a resident of the same household during the policy period or prior to the inception of this policy, the spouse will be considered "you" and "your" under this policy but only until the earlier of:

1. The end of 90 days following the spouse's change of residency;
2. The effective date of another policy listing the spouse as a named insured; or
3. The end of the policy period.

B. "We", "us" and "our" refer to the Company providing this insurance.

C. For purposes of this policy, a private passenger type auto, pickup or van shall be deemed to be owned by a person if leased:

1. Under a written agreement to that person; and
2. For a continuous period of at least 6 months.

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

D. "Bodily injury" means bodily harm, sickness or disease, including death that results.

E. "Business" includes trade, profession or occupation.

F. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household. This includes a ward or foster child.

G. "Occupying" means in, upon, getting in, on, out or off.

H. "Property damage" means physical injury to, destruction of or loss of use of tangible property.

I. "Trailer" means a vehicle designed to be pulled by a:

1. Private passenger auto; or
2. Pickup or van.

It also means a farm wagon or farm implement while towed by a vehicle listed in

1. or 2. above.

J. "Your covered auto" means:

1. Any vehicle shown in the Declarations.
2. A "newly acquired auto".
3. Any "trailer" you own.
4. Any auto or "trailer" you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

This Provision (**J.4.**) does not apply to Coverage For Damage To Your Auto.

K. "Newly acquired auto":

1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:
 - a. A private passenger auto; or
 - b. A pickup or van, for which no other insurance policy provides coverage, that:
 - (1) Has a Gross Vehicle Weight of less than 10,000 lbs.; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
 - (b) For farming or ranching.

2. Coverage for a "newly acquired auto" is provided as described below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for a "newly acquired auto" will begin at the time you request the coverage.

- a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner.



However, for this coverage to apply to a "newly acquired auto" which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 14 days after you become the owner.

If a "newly acquired auto" replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.

- b. Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
 - (1) 14 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
 - (2) Four days after you become the owner if the Declarations do not

indicate that Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", a Collision deductible of \$500 will apply.

- c. Other Than Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
 - (1) 14 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
 - (2) Four days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", an Other Than Collision deductible of \$500 will apply.

PART A - LIABILITY COVERAGE

INSURING AGREEMENT

- A. We will pay damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the "insured". We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.
- B. "Insured" as used in this Part means:
 - 1. You or any "family member" for the ownership, maintenance or use of any auto or "trailer".
 - 2. Any person using "your covered auto".
 - 3. For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
 - 4. For any auto or "trailer", other than "your

covered auto", any other person or organization but only with respect to legal responsibility for acts or omissions of you or any "family member" for whom coverage is afforded under this Part. This Provision (B.4.) applies only if the person or organization does not own or hire the auto or "trailer".

SUPPLEMENTARY PAYMENTS

In addition to our limit of liability, we will pay on behalf of an "insured":

- 1. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in "bodily injury" or "property damage" covered under this policy.
- 2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
- 3. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgement which does not exceed our limit of liability for this coverage.
- 4. Up to \$200 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.



5. Other reasonable expenses incurred at our request.

EXCLUSIONS

- A.** We do not provide Liability Coverage for any "insured":

1. Who intentionally causes "bodily injury" or "property damage".
2. For "property damage" to property owned or being transported by that "insured".
3. For "property damage" to property:
 - a. Rented to;
 - b. Used by; or
 - c. In the care of;
 that "insured".

This Exclusion (**A.3.**) does not apply to "property damage" to a residence or private garage.

4. For "bodily injury" to an employee of that "insured" during the course of employment. This Exclusion (**A.4.**) does not apply to "bodily injury" to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This Exclusion (**A.5.**) does not apply to a share-the-expense car pool.
6. While employed or otherwise engaged in the "business" of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;

vehicles designed for use mainly on public highways. This includes road testing and delivery. This Exclusion (**A.6.**) does not apply to the ownership, maintenance or use of "your covered auto" by:

- a. You;
 - b. Any "family member"; or
 - c. Any partner, agent or employee of you or any "family member".
7. Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion **A.6.**

This Exclusion (**A.7.**) does not apply to the maintenance or use of a:

- a. Private passenger auto;

- b. Pickup or van; or
- c. "Trailer" used with a vehicle described in a. or b. above.

8. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (**A.8.**) does not apply to a "family member" using "your covered auto" which is owned by you.

9. For "bodily injury" or "property damage" for which that "insured":

- a. Is an insured under a nuclear energy liability policy; or
- b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by any of the following or their successors:

- a. Nuclear Energy Liability Insurance Association;
- b. Mutual Atomic Energy Liability Underwriters; or
- c. Nuclear Insurance Association of Canada.

- B.** We do not provide Liability Coverage for the ownership, maintenance or use of:

1. Any vehicle which:

- a. Has fewer than four wheels; or
- b. Is designed mainly for use off public roads.

This Exclusion (**B.1.**) does not apply:

- a. While such vehicle is being used by an "insured" in a medical emergency;
- b. To any "trailer"; or
- c. To any non-owned golf cart.

2. Any vehicle, other than "your covered auto", which is:

- a. Owned by you; or
- b. Furnished or available for your regular use.

3. Any vehicle, other than "your covered auto", which is:

- a. Owned by any "family member"; or
- b. Furnished or available for the regular use of any "family member".

However, this Exclusion (**B.3.**) does not apply to you while you are maintaining or "occupying" any vehicle which is:

- a. Owned by a "family member"; or
- b. Furnished or available for the regular use of a "family member".

4. Any vehicle, located inside a facility designed for racing, for the purpose of:

- a. Competing in; or



- b. Practicing or preparing for;
any prearranged or organized racing or
speed contest.

LIMIT OF LIABILITY

- A.** The limit of liability shown in the Declarations for each person for Bodily Injury Liability is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one auto accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Bodily Injury Liability is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto accident. The limit of liability shown in the Declarations for each accident for Property Damage Liability is our maximum limit of liability for all "property damage" resulting from any one auto accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the auto accident.

- B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:

1. Part **B** or Part **C** of this policy; or
2. Any Underinsured Motorists Coverage provided by this policy.

PART B - MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

- A.** We will pay reasonable expenses incurred for necessary medical and funeral services because of "bodily injury":

1. Caused by accident; and
2. Sustained by an "insured".

We will pay only those expenses incurred for services rendered within 3 years from the date of the accident.

- B.** "Insured" as used in this Part means:

1. You or any "family member":
 - a. While "occupying"; or
 - b. As a pedestrian when struck by; a motor vehicle designed for use mainly on public roads or a trailer of any type.
2. Any other person while "occupying" "your covered auto".

EXCLUSIONS

We do not provide Medical Payments Coverage for any "insured" for "bodily injury":

1. Sustained while "occupying" any

OUT OF STATE COVERAGE

If an auto accident to which this policy applies occurs in any state or province other than the one in which "your covered auto" is principally garaged, we will interpret your policy for that accident as follows:

- A.** If the state or province has:

1. A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit shown in the Declarations, your policy will provide the higher specified limit.
2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.

- B.** No one will be entitled to duplicate payments for the same elements of loss.

FINANCIAL RESPONSIBILITY

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required.

OTHER INSURANCE

If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance.

motorized vehicle having fewer than four wheels.

2. Sustained while "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (2.) does not apply to a share-the-expense car pool.
3. Sustained while "occupying" any vehicle located for use as a residence or premises.
4. Occurring during the course of employment if workers' compensation benefits are required or available for the "bodily injury".
5. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
 - a. Owned by you; or
 - b. Furnished or available for your regular use.
6. Sustained while "occupying", or when



struck by, any vehicle (other than "your covered auto") which is:

- a. Owned by any "family member"; or
- b. Furnished or available for the regular use of any "family member".

However, this Exclusion (6.) does not apply to you.

- 7. Sustained while "occupying" a vehicle without a reasonable belief that that "insured" is entitled to do so, This Exclusion (7.) does not apply to a "family member" using "your covered auto" which is owned by you.
- 8. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured". This Exclusion (8.) does not apply to "bodily injury" sustained while "occupying" a:
 - a. Private passenger auto;
 - b. Pickup or van that you own; or
 - c. "Trailer" used with a vehicle described in a. or b. above.
- 9. Caused by or as a consequence of:
 - a. Discharge of a nuclear weapon (even if accidental);
 - b. War (declared or undeclared);
 - c. Civil war;
 - d. Insurrection; or
 - e. Rebellion or revolution.
- 10. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
 - a. Nuclear reaction;
 - b. Radiation; or

- c. Radioactive contamination.

- 11. Sustained while "occupying" any vehicle located inside a facility designed for racing, for the purpose of:

- a. Competing in; or
- b. Practicing or preparing for; any prearranged or organized racing or speed contest.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:
 - 1. "Insureds";
 - 2. Claims made;
 - 3. Vehicles or premiums shown in the Declarations; or
 - 4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 - 1. Part A or Part C of this policy; or
 - 2. Any Underinsured Motorists Coverage provided by this policy.

OTHER INSURANCE

If there is other applicable auto medical payments insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

PART C - UNINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

- A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":

- 1. Sustained by an "insured"; and
- 2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

- B. "Insured" as used in this Part means:

- 1. You or any "family member".
- 2. Any other person "occupying" "your covered auto".

- 3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

- C. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

- 1. To which no bodily injury liability bond or policy applies at the time of the accident.
- 2. To which a bodily injury liability bond or policy applies at the time of the accident. In this case its limit for bodily injury liability must be less than the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged.



3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
 - a. You or any "family member";
 - b. A vehicle which you or any "family member" are "occupying"; or
 - c. "Your covered auto".
4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

However, "uninsured motor vehicle" does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you or any "family member".
2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.

EXCLUSIONS

- A. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained:
 1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
 2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- B. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":
 1. If that "insured" or the legal representative settles the "bodily injury" claim without our consent.
 2. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (B.2.) does not apply to a share-the-expense car pool.
 3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (B.3.) does not apply to a "family member" using "your

- covered auto" which is owned by you.
- C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:

1. Workers' compensation law; or
2. Disability benefits law.

- D. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the accident.

- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 1. Part A. or Part B. of this policy; or
 2. Any Underinsured Motorists Coverage provided by this policy.
- C. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- D. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
 1. Workers' compensation law; or
 2. Disability benefits law.

OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided under this Part of the policy:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under



- any insurance providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own shall be excess over any collectible insurance providing such coverage on a primary basis.
 3. If the coverage under this policy is provided:
 - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 - b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

ARBITRATION

- A. If we and an "insured" do not agree:
 1. Whether that "insured" is legally entitled to recover damages; or
 2. As to the amount of damages which are recoverable by that "insured";
 from the owner or operator of an "uninsured motor vehicle", then the matter may be arbitrated. However, disputes

concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- B. Each party will:
 1. Pay the expenses it incurs; and
 2. Bear the expenses of the third arbitrator equally.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:
 1. Whether the "insured" is legally entitled to recover damages; and
 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrator's decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

- A. We will pay for direct and accidental loss to "your covered auto" or any "non-owned auto", including their equipment, minus any applicable deductible shown in the Declarations. If loss to more than one "your covered auto" or "non-owned auto" results from the same "collision", only the highest applicable deductible will apply. We will pay for loss to "your covered auto" caused by:
 1. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
 2. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.
 If there is a loss to a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations.
- B. "Collision" means the upset of "your covered auto" or a "non-owned auto" or their impact with another vehicle or object.

Loss caused by the following is considered other than "collision":

1. Missiles or falling objects;
2. Fire;
3. Theft or larceny;
4. Explosion or earthquake;
5. Windstorm;
6. Hail, water or flood;
7. Malicious mischief or vandalism;
8. Riot or civil commotion;
9. Contact with bird or animal; or
10. Breakage of glass.

If breakage of glass is caused by a "collision", you may elect to have it considered a loss caused by "collision".

- C. "Non-owned auto" means:
 1. Any private passenger auto, pickup, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member" while in the custody of or being operated by you or any "family member"; or



2. Any auto or "trailer" you do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

TRANSPORTATION EXPENSES

A. In addition, we will pay, without application of a deductible, up to a maximum of \$600 for:

1. Temporary transportation expenses not exceeding \$20 per day incurred by you in the event of a loss to "your covered auto". We will pay for such expenses if the loss is caused by:
 - a. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
 - b. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.
2. Expenses for which you become legally responsible in the event of loss to a "non-owned auto". We will pay for such expenses if the loss is caused by:
 - a. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for any "your covered auto".
 - b. "Collision" only if the Declarations indicate that Collision Coverage is provided for any "your covered auto".

However, the most we will pay for any expenses for loss of use is \$20 per day.

B. The loss is caused by:

1. A total theft of "your covered auto" or a "non-owned auto", we will pay only expenses incurred during the period:
 - a. Beginning 48 hours after the theft; and
 - b. Ending when "your covered auto" or the "non-owned auto" is returned to use or we pay for its loss.
2. Other than theft of a "your covered auto" or a "non-owned auto", we will pay only expenses beginning when the auto is withdrawn from use for more than 24 hours.

C. Our payment will be limited to that period of time reasonably required to repair or replace the "your covered auto" or the "non-owned auto".

EXCLUSIONS

We will not pay for:

1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used as a public or livery conveyance. This Exclusion (1.) does not apply to a share-the-expense car pool.
2. Damage due and confined to:
 - a. Wear and tear;
 - b. Freezing;
 - c. Mechanical or electrical breakdown or failure; or
 - d. Road damage to tires.

This Exclusion (2.) does not apply if the damage results from the total theft of "your covered auto" or any "non-owned auto".
3. Loss due to or as a consequence of:
 - a. Radioactive contamination;
 - b. Discharge of any nuclear weapon (even if accidental);
 - c. War (declared or undeclared);
 - d. Civil war;
 - e. Insurrection; or
 - f. Rebellion or revolution.
4. Loss to any electronic equipment designed for the reproduction of sound and any accessories used with such equipment. This includes but is not limited to:
 - a. Radios and stereos;
 - b. Tape decks; or
 - c. Compact disc players.

This Exclusion (4.) does not apply to equipment designed solely for the reproduction of sound and accessories used with such equipment, provided:

 - a. The equipment is permanently installed in "your covered auto" or any "non-owned auto"; or
 - b. The equipment is:
 - (1) Removable from a housing unit which is permanently installed in the auto;
 - (2) Designed to be solely operated by use of the power from the auto's electrical system; and
 - (3) In or upon "your covered auto" or any "non-owned auto" at the time of loss.
5. Loss to any electronic equipment that receives or transmits audio, visual or data signals and any accessories used with such equipment. This includes but is not limited to:



- a. Citizens band radios;
- b. Telephones;
- c. Two-way mobile radios;
- d. Scanning monitor receivers;
- e. Television monitor receivers;
- f. Video cassette recorders;
- g. Audio cassette recorders; or
- h. Personal computers.

This Exclusion (5.) does not apply to:

- a. Any electronic equipment that is necessary for the normal operation of the auto or the monitoring of the auto's operating systems; or
- b. A permanently installed telephone designed to be operated by use of the power from the auto's electrical system and any accessories used with the telephone.

- 6. Loss to tapes, records, discs or other media used with equipment described in Exclusions 4. and 5.
- 7. A total loss to "your covered auto" or any "non-owned auto" due to destruction or confiscation by governmental or civil authorities.

This Exclusion (7.) does not apply to the interests of Loss Payees in "your covered auto".

- 8. Loss to:
 - a. A "trailer", camper body, or motor home, which is not shown in the Declarations; or
 - b. Facilities or equipment used with such "trailer", camper body or motor home. Facilities or equipment include but are not limited to:
 - (1) Cooking, dining, plumbing or refrigeration facilities;
 - (2) Awnings or cabanas; or
 - (3) Any other facilities or equipment used with a "trailer", camper body, or motor home.

This Exclusion (8.) does not apply to a:

- a. "Trailer", and its facilities or equipment, which you do not own; or
- b. "Trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, which you:
 - (1) Acquire during the policy period; and
 - (2) Ask us to insure within 14 days after you become the owner.
- 9. Loss to any "non-owned auto" when used by you or any "family member" without a reasonable belief that you or that "family member" are entitled to do so.

- 10. Loss to equipment designed or used for the detection or location of radar or laser.

- 11. Loss to any custom furnishings or equipment in or upon any pickup or van. Custom furnishings or equipment include but are not limited to:

- a. Special carpeting or insulation;
- b. Furniture or bars;
- c. Height-extending roofs; or
- d. Custom murals, paintings or other decals or graphics.

This Exclusion (11.) does not apply to a cap, cover or bedliner in or upon any "your covered auto" which is a pickup.

- 12. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in the "business" of:

- a. Selling;
- b. Repairing;
- c. Servicing;
- d. Storing; or
- e. Parking;

vehicles designed for use on public highways. This includes road testing and delivery.

- 13. Loss to "your covered auto" or any "non-owned auto", located inside a facility designed for racing, for the purpose of:

- a. Competing in; or
- b. Practicing or preparing for; any prearranged or organized racing or speed contest.

- 14. Loss to, or loss of use of, a "non-owned auto" rented by:

- a. You; or
- b. Any "family member"; if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that "family member", pursuant to the provisions of any applicable rental agreement or state law.

LIMIT OF LIABILITY

- A. Our limit of liability for loss will be the lesser of the:

- 1. Actual cash value of the stolen or damaged property; or
- 2. Amount necessary to repair or replace the property with other property of like kind and quality.

However, the most we will pay for loss to:



1. Any "non-owned auto" which is a trailer is \$500.
 2. Equipment designed solely for the reproduction of sound, including any accessories used with such equipment, which is installed in locations not used by the auto manufacturer for installation of such equipment or accessories, is \$1,000.
- B.** An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
- C.** If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

PAYMENT OF LOSS

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to:

1. You; or
2. The address shown in this policy.

If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property.

NO BENEFIT TO BAILEE

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

PART E - DUTIES AFTER AN ACCIDENT OR LOSS

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- A.** We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B.** A person seeking any coverage must:
1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
 2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
 3. Submit, as often as we reasonably require:
 - a. To physical exams by physicians we select. We will pay for these exams.
 - b. To examination under oath and subscribe the same.
 4. Authorize us to obtain:

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a "non-owned auto" shall be excess over any other collectible source of recovery including, but not limited to:

1. Any coverage provided by the owner of the "non-owned auto";
2. Any other applicable physical damage insurance;
3. Any other source of recovery applicable to the loss.

APPRAISAL

- A.** If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
1. Pay its chosen appraiser; and
 2. Bear the expenses of the appraisal and umpire equally.
- B.** We do not waive any of our rights under this policy by agreeing to an appraisal.

a. Medical reports; and

b. Other pertinent records.

5. Submit a proof of loss when required by us.

- C.** A person seeking Uninsured Motorists Coverage must also:

1. Promptly notify the police if a hit-and-run driver is involved.
2. Promptly send us copies of the legal papers if a suit is brought.

- D.** A person seeking Coverage For Damage To Your Auto must also:

1. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss. We will pay reasonable expenses incurred to do this.
2. Promptly notify the police if "your covered auto" or any "non-owned auto" is stolen.
3. Permit us to inspect and appraise the damaged property before its repair or disposal.



PART F - GENERAL PROVISIONS

BANKRUPTCY

Bankruptcy or insolvency of the "insured" shall not relieve us of any obligations under this policy.

CHANGES

- A.** This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B.** If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
 - 1. The number, type or use classification of insured vehicles;
 - 2. Operators using insured vehicles;
 - 3. The place of principal garaging of insured vehicles;
 - 4. Coverage, deductible or limits.

If a change resulting from **A.** or **B.** requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.

- C.** If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This Paragraph (**C.**) does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:
 - 1. A subsequent edition of your policy; or
 - 2. An Amendatory Endorsement.

FRAUD

We do not provide coverage for any "insured" who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy.

LEGAL ACTION AGAINST US

- A.** No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Part **A**, no legal action may be brought against us until:
 - 1. We agree in writing that the "insured" has an obligation to pay; or

- 2. The amount of that obligation has been finally determined by judgment after trial.

- B.** No person or organization has any right under this policy to bring us into any action to determine the liability of an "insured".

OUR RIGHT TO RECOVER PAYMENT

- A.** If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:
 - 1. Whatever is necessary to enable us to exercise our rights; and
 - 2. Nothing after loss to prejudice them.

However, our rights in this Paragraph (**A.**) do not apply under Part **D**, against any person using "your covered auto" with a reasonable belief that that person is entitled to do so.

- B.** If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
 - 1. Hold in trust for us the proceeds of the recovery; and
 - 2. Reimburse us to the extent of our payment.

POLICY PERIOD AND TERRITORY

- A.** This policy applies only to accidents and losses which occur:
 - 1. During the policy period as shown in The Declarations; and
 - 2. Within the policy territory.
- B.** The policy territory is:
 - 1. The United States of America, its territories or possessions;
 - 2. Puerto Rico; or
 - 3. Canada.

This policy also applies to loss to, or accidents involving, "your covered auto" while being transported between their ports.

TERMINATION

A. Cancellation

This policy may be cancelled during the policy period as follows:

- 1. The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or
 - b. Giving us advance written notice of the date cancellation is to take effect.
- 2. We may cancel by mailing to the named



insured shown in the Declarations at the address shown in this policy:

- a. At least 10 days notice:
 - (1) If cancellation is for nonpayment of premium; or
 - (2) If notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or
- b. At least 20 days notice in all other cases.
3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - b. If your driver's license or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses "your covered auto";
 has been suspended or revoked. This must have occurred:
 - (1) During the policy period; or
 - (2) Since the last anniversary of the original effective date if the policy period is other than 1 year; or
 - c. If the policy was obtained through material misrepresentation.

B. Nonrenewal

If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 20 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

1. Less than 6 months, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
2. 6 months or longer, but less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
3. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

C. Automatic Termination

If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay

the required renewal or continuation premium when due shall mean that you have not accepted our offer. If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

D. Other Termination Provisions

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.

TRANSFER OF YOUR INTEREST IN THIS POLICY

- A. Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:

1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; and
2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto".

- B. Coverage will only be provided until the end of the policy period.

TWO OR MORE AUTO POLICIES

If this policy and any other auto insurance policy issued to you by us apply to the same accident, the maximum limit of our liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.



***MUTUAL POLICY CONDITIONS**

You are a member of the Liberty Mutual Fire Insurance Company while this policy is in force. Membership entitles you to vote in person or by proxy at meetings of the company. The Annual Meeting is in Boston, Massachusetts, on the second Wednesday in April each year at 11 o'clock in the morning.

Also, as a member, you will receive any dividends declared on this policy by the Directors.

This policy is classified in Dividend Class IV-Automobile.

This policy has been signed by our President and Secretary at Boston, Massachusetts, and countersigned on the Declarations Page by an authorized representative.

*These conditions apply only if Liberty Mutual Fire Insurance Company is shown in the Declarations as the Insurer.

A handwritten signature in black ink that reads "Dexter R. Lapp".

SECRETARY

A handwritten signature in black ink that reads "David M. Jones".

PRESIDENT

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AMENDATORY ENDORSEMENT - DELIVERY OF GOODS

It is agreed that the policy is amended as follows:

DEFINITIONS

The definition of "Transportation network platform" is replaced by the following:

"Transportation Network Platform" means an online-enabled application or digital network used by a driver to receive requests to provide transportation services for "Transportation Network Company Passengers" or goods for compensation.

PART A - LIABILITY COVERAGE

EXCLUSIONS

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

11. Using any vehicle while employed in the pickup or delivery of goods including newspapers or magazines, food, or any products for the purpose of compensation. This exclusion does not apply to delivery that is incidental to an "insured's" "business".

PART B - MEDICAL PAYMENTS COVERAGE

EXCLUSIONS

The following Exclusion is added:

14. Sustained while "occupying" any vehicle while employed in the pickup or delivery of goods including newspapers or magazines, food, or any products for the purpose of compensation. This exclusion does not apply to delivery that is incidental to an "insured's" "business".

PART C - UNINSURED MOTORISTS COVERAGE

EXCLUSIONS

The following Exclusion is added to **B.**:

6. While using any vehicle while employed in the pickup or delivery of goods including newspapers or magazines, food, or any products for the purpose of compensation. This exclusion does not apply to delivery that is incidental to an "insured's" "business".

PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

EXCLUSIONS

The following Exclusion is added:

17. Loss to "your covered auto" or any "non-owned auto" while employed in the pickup or delivery of goods including newspapers or magazines, food, or any products for the purpose of compensation. This exclusion does not apply to delivery that is incidental to an "insured's" "business".



ADDITIONAL COVERAGES

UNDERINSURED MOTORISTS COVERAGE - ILLINOIS

If Underinsured Motorists Coverage is shown in your Policy Declarations, the following applies:

EXCLUSIONS

The following Exclusion is added to **B.**:

6. While using any vehicle while employed in the pickup or delivery of goods including newspapers or magazines, food, or any products for the purpose of compensation. This exclusion does not apply to delivery that is incidental to an "insured's" "business".

PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE - ILLINOIS

If Property Damage Uninsured Motorists Coverage is shown in your Policy Declarations, the following applies:

EXCLUSIONS

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

8. While using any vehicle while employed in the pickup or delivery of goods including newspapers or magazines, food, or any products for the purpose of compensation. This exclusion does not apply to delivery that is incidental to an "insured's" "business".

All other provisions of the policy apply.

**AUTOMOBILE AMENDATORY ENDORSEMENT****AS 3677 04 19****I. DEFINITIONS**

The **Definitions** section is revised as follows:

A. The following is added to item A. under the **DEFINITIONS** provision of the contract:

3. The partner in a civil union, registered domestic partnership or other similar union, with the "named insured" shown on the Declarations, if a resident of the same household.

The above, only applies if the civil union or partnership was validly entered into under the laws of any state, municipality, or territory of the United States or any other country.

If the spouse or partner defined above is no longer a resident in the same household during the policy period or prior to the inception of the policy, the spouse or partner will be considered "you" and "your" under this policy until the earlier of:

1. The end of 90 days following the change of residency;
2. The effective date of another policy listing the spouse or partner defined above as a named insured; or
3. The end of the policy period.

B. The definition of "Newly Acquired Auto" is replaced by the following:

"Newly acquired auto":

1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:
 - a. A private passenger auto; or
 - b. A pickup or van, for which no other insurance policy provides coverage, that:
 - (1) Has a Gross Vehicle Weight of less than 10,000 lbs.; and

(2) Is not used for the delivery or transportation of goods and materials unless such use is:

(a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or

(b) For farming or ranching.

For this definition to apply to a "newly acquired auto", which is in addition to the vehicles listed in the Declarations, we must insure all other vehicles owned by you.

2. Coverage for a "newly acquired auto" is provided as described below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for a "newly acquired auto" will begin at the time you request the coverage.

a. For any coverage provided in this policy except Coverage for Damage to Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner.

However, for this coverage to apply to a "newly acquired auto" that is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 30 days after you become the owner.

If a "newly acquired auto" replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.

b. Collision Coverage for a "newly acquired auto" begins on the date you become the owner.



However, for this coverage to apply, you must ask us to insure it within:

- (1) 30 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
- (2) Five days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 5 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", a Collision deductible of \$500 will apply.

- c. Other Than Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

- (1) 30 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
- (2) Five days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 5 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", a Other Than Collision deductible of \$500 will apply.

- C. The following Definitions are added:

"Personal vehicle sharing program" means a legal entity qualified to do "business" in this state and engaged in the "business" of facilitating the sharing of private passenger motor vehicles for noncommercial use by individuals within this state. Private passenger motor vehicle as it relates to "personal vehicle sharing program" means a four wheel passenger or station wagon type motor vehicle insured under an automobile liability insurance policy covering any individuals residing in your household.

"Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

II. PART A - LIABILITY COVERAGE

Part **A** is amended as follows:

- A. Paragraph **A.** of the **Insuring Agreement** is replaced by the following:

INSURING AGREEMENT

We will pay damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.

- B. Paragraph **B.2.** of the **Insuring Agreement** is replaced by the following:

2. Any person using "your covered auto" with your express or implied permission. The actual use must be within the scope of that permission.



C. The following is added to item B. of the Insuring Agreement:

However, for the purposes of this coverage, "insured" does not mean any person who is using "your covered auto" under a "personal vehicle sharing program".

D. Exclusion A.5. is replaced by the following:

5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This includes but is not limited to any period of time while it is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle. This exclusion (A.5) does not apply to a share-the-expense car pool.

E. Exclusion A.6. is replaced by the following:

We do not provide Liability Coverage for any "insured":

6. While employed or otherwise engaged in the "business" of:

- a. Selling;
- b. Repairing;
- c. Servicing;
- d. Storing; or
- e. Parking;

vehicles designed for use mainly on public highways. This includes road testing and delivery. This Exclusion (A.6.) does not apply to the ownership, maintenance or use of "your covered auto" by:

- a. You;
- b. Any "family member";
- c. Any partner, agent, or employee of you or any "family member"; or
- d. Any other person.

F. The following exclusion is added to item A.:

10. For "bodily injury" or "property damage" arising out of a criminal act or omission of an "insured". This exclusion applies regardless of whether that "insured" is actually charged with, or convicted of, a crime. However, this exclusion (A.10.) does not apply to traffic violations.

G. Exclusion B.4. is replaced by the following:

4. Any vehicle while it is:

- a. Operating on a surface designed or used for racing, except for an organized and controlled event that is not a speed, performance, stunt or demolition event;
- b. Participating in a high performance driving or racing instruction course or school; or
- c. Preparing for, practicing for, used in, or competing in any prearranged or organized:
 - (1) race activity; or
 - (2) speed, performance, stunt, or demolition contest or exhibition

H. The following exclusion is added:

We do not provide Liability Coverage for any "insured" for "bodily injury" to you or any "family member". However, this exclusion does not apply:

- a. To the maintenance or use of "your covered auto" by any "insured" other than you or any "family member"; or
- b. When a third party acquires a right of contribution against you or any "family member".

I. The Other Insurance Provision is replaced by the following:

OTHER INSURANCE

If there is other applicable liability insurance:

- 1. We will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.



2. Any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance. However, any insurance we provide for a vehicle you do not own shall be primary if:

a. The limit of liability shown in the Declarations is equal to or greater than:

(1) \$100,000 for "bodily injury" to any one person in any one accident;

(2) Subject to this limit per person, \$300,000 for "bodily injury" to two or more people in any one accident; and

(3) \$50,000 for "property damage".

b. Such vehicle is loaned by a person, firm or corporation engaged in the "business" of selling motor vehicles; and

c. Such vehicle is used as a temporary substitute for "your covered auto" which is out of normal use because of its breakdown, repair or servicing.

III. PART B - MEDICAL PAYMENT COVERAGE

Part B is amended as follows:

A. Item A. of the Insuring Agreement is replaced by the following:

A. We will pay "usual and customary charges" incurred for necessary medical and funeral services because of "bodily injury":

1. Caused by accident; and

2. Sustained by an "insured".

We will pay only those expenses incurred for services rendered within 3 years from the date of the accident.

B. Item B.2. of the Insuring Agreement is replaced by the following:

2. Any other person while occupying your covered auto with your express or implied permission. The actual occupation must be within the scope of that permission.

3. Any other person while occupying, as a guest, an automobile not owned by you or a family member, while being operated by you or a family member.

C. The following is added to Item B. of the Insuring Agreement:

However, for the purposes of this coverage, "insured" does not mean any person who is "occupying" or using "your covered auto" under a "personal vehicle sharing program".

D. The following items are added to the Insuring Agreement:

"Usual and customary charges" as used in this Part means:

The lowest of the following:

1. The charge billed by the medical provider for covered treatment;

2. The eightieth percentile charge for that covered treatment in the geozip area where the provider is located, as determined through the use of a FAIRHealth or similar database;

3. The amount authorized by a state mandated fee schedule or by another law or regulation; or

4. The amount authorized by a written PPN or PPO agreement to which the Medical Provider is a party.

The "insured" shall not be responsible for payment of any reduction applied by us. If a medical provider disputes an amount paid by us, we will be responsible for resolving such disputes.

"Necessary medical" as used in this Part means services or supplies provided by a licensed hospital, licensed physician, or other licensed medical provider that, as determined by us or someone on our behalf, are:

1. Required to identify or treat an injury caused by an accident covered by this policy;

2. Consistent with symptoms, diagnosis, and treatment of the covered person's injury and appropriately documented in the covered person's medical records;



3. Provided in accordance with recognized standards of care for the covered person's injury at the time the charge is incurred;
4. Consistent with published practice guidelines and technology, and assessment standards of national organizations or multi-disciplinary medical groups;
5. Not primarily for the convenience of the covered person, or his or her physician, hospital, or other health care provider;
6. The most appropriate supply or level of service that can be safely provided to the covered person; and
7. Not excessive in terms of scope, duration, or intensity of care needed to provide safe, adequate, and appropriate diagnosis and treatment;

However, "necessary medical" services or supplies do not include expenses for any of the following:

1. Nutritional supplements or over-the-counter drugs;
2. Experimental services or a supply, which means services or supplies that we determine have not been accepted by the majority of the relevant medical specialty as safe and effective for treatment of the condition for which its use is proposed.

E. Exclusion 2. is replaced by the following:

2. Sustained while "occupying" "your covered auto" when it is being used as a public or livery conveyance. This includes but is not limited to any period of time while it is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle. This exclusion (2.) does not apply to a share-the-expense car pool.

F. Exclusion 11. is replaced by the following:

11. Sustained while "occupying" any vehicle while it is:

- a. operating on a surface designed or used for racing except for an organized and controlled event that is not a speed, performance, stunt or demolition event;
- b. participating in a high performance driving or racing instruction course or school; or
- c. preparing for, practicing for, used in, or competing in any prearranged or organized:
 - (1) race activity; or
 - (2) speed, performance, stunt, or demolition contest or exhibition.

G. The following exclusions are added:

12. We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying" any auto not owned by, or furnished or available for the regular use of, you or any "family member" when it is being used as a public or livery conveyance.

However, this exclusion does not apply to:

- a. A share-the-expense car pool; or
- b. You or any "family member".

13. Arising out of a criminal act or omission of an "insured". This exclusion applies regardless of whether that "insured" is actually charged with, or convicted of, a crime. However, this exclusion (13.) does not apply to traffic violations.



IV. PART C - UNINSURED MOTORIST COVERAGE

Part C is amended as follows:

A. Item B.2. of the Insuring Agreement is replaced by the following:

2. Any other person "occupying":

- a. "Your covered auto" with your express or implied permission. The actual occupation must be within the scope of that permission; or
- b. Any other auto operated by you.

B. The following is added to Item B. of the Insuring Agreement:

However, for the purposes of this coverage, "insured" does not mean any person who is occupying or using "your covered auto" under a "personal vehicle sharing program".

C. Section 3. of the definition of "uninsured motor vehicle" is replaced by the following:

"Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or causes an object to hit:

- a. You or any "family member";
- b. A vehicle which you or any "family member" are "occupying"; or
- c. "Your covered auto".

If there is no physical contact with the hit-and-run vehicle the facts of the accident must be proved.

D. Exception 1. to the definition of "uninsured motor vehicle" is replaced by the following:

However, "uninsured motor vehicle" does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you or any "family member" unless it is a "your

covered auto" to which Part A of the policy applies and liability coverage is excluded for damages sustained in the accident.

E. Exclusion B.2. is replaced by the following:

2. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This includes but is not limited to any period of time while it is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle. This exclusion (B.2) does not apply to a share-the-expense car pool.

F. The following exclusions are added to item B.:

4. While using any vehicle while it is:

- a. operating on a surface designed or used for racing except for an organized and controlled event that is not a speed, performance, stunt or demolition event;
- b. participating in a high performance driving or racing instruction course or school; or
- c. preparing for, practicing for, used in, or competing in any prearranged or organized:

(1) race activity; or

(2) speed, performance, stunt, or demolition contest or exhibition.

5. Arising out of a criminal act or omission of an "insured". This exclusion applies regardless of whether that "insured" is actually charged with, or convicted of, a crime. However, this exclusion (B.5) does not apply to traffic violations.



G. The following exclusion is added:

We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured" while "occupying" any auto not owned by, or furnished or available for the regular use of, you or any "family member" when it is being used as a public or livery conveyance. However, this exclusion does not apply to:

- a. A share-the-expense car pool; or
- b. You or any "family member".

H. The Arbitration Provision is replaced by the following:

ARBITRATION

1. If we and an "insured" do not agree:

- a. Whether that person is legally entitled to recover damages under this part; or

- b. As to the amount of damages;

either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If such arbitrators are not selected within 45 days, either party may request that the arbitration be submitted to the American Arbitration Association.

2. We will bear all the expenses of the arbitration except when the "insured's" recovery exceeds the minimum limit specified in the Illinois Safety Responsibility Law. If this occurs, the "insured" will be responsible up to the amount by which the "insured's" recovery exceeds the statutory minimum for:

- a. Payment of his or her expenses; and
- b. An equal share of the third arbitrator's expenses.

3. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives.

If arbitration is submitted to the American Arbitration Association, then the American Arbitration Association rules shall apply to all matters except medical opinions. As to medical opinions, if the amount of damages being sought:

- a. Is equal to or less than the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then the American Arbitration Association rules shall apply.
- b. Exceeds the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then rules of evidence that apply in the circuit court for placing medical opinions into evidence shall apply.

In all other cases, local rules of law as to procedure and evidence shall apply.

4. A decision agreed to by two of the arbitrators will be binding as to:

- a. Whether the "insured" is legally entitled to recover damages; and
- b. The amount of damages. This applies only if the amount does not exceed the lesser of:

- 1. \$75,000 for "bodily injury" to any one person in any one accident.

Subject to this limit per person, \$150,000 for "bodily injury" to two or more people in any one accident; or

- 2. The limits for "bodily injury" shown in the Declarations.

If the amount exceeds the aforementioned limits, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.



- I. The Other Insurance section is replaced by the following:

OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided under this Part of the policy:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any collectible insurance.
3. If the coverage under this policy is provided:
 - a. on a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 - b. on an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

V. PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

Paragraph **A.** of the **Insuring Agreement** of **Part D** is replaced by the following:

- A.** We will pay for direct and accidental loss to "your covered auto" or any "non-owned auto", including their

equipment, subject to **Customized Equipment Coverage**, minus any applicable deductible shown in the Declarations. If loss to more than one "your covered auto" or "non-owned auto" results from the same collision, only the highest applicable deductible will apply. We will pay for loss to "your covered auto" caused by:

- a. Other than **collision** only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
- b. **Collision** only if the Declarations indicate that Collision Coverage is provided for that auto.

If there is a loss to a "non-owned auto" we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations.

The following **Customized Equipment Coverage** provision is added under **Part D**:

CUSTOMIZED EQUIPMENT COVERAGE

1. We will pay up to \$500 for theft or damage to "customized equipment" if the loss is caused by:
 - a. Other than **collision** only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
 - b. **Collision** only if the Declarations indicate that Collision Coverage is provided for that auto.

Payments shall be reduced by the applicable deductible. However, only one deductible will be applied for any one loss. If you or the owner of a "non-owned auto" keeps salvaged material, payments will also be reduced by the salvage value. In no way shall this coverage increase the limit of liability for "your covered auto" or any "non-owned auto".

2. "Customized equipment" means any parts, equipment and accessories including devices, extensions,



furnishings, fixtures, finishings, and other alterations that:

- a. are permanently installed or attached by bolts or brackets;
- b. are removable from a housing unit that is permanently installed inside the auto;
- c. are permanently bonded to the vehicle by an adhesive or welding procedure; or
- d. change the appearance or performance of the vehicle;

including but not limited to any additions or alterations to the chassis, engine, exterior or interior of the auto.

This includes but is not limited to ground effects, specialty rims, performance tires, specialty paint or dye, roll bars, running boards, spoilers, special interior or exterior lighting, roof/trunk racks, and high performance engine components. However, such parts, equipment and accessories that were installed by the automobile manufacturer or licensed auto dealer are not considered "customized equipment".

This also includes any electronic equipment that is not necessary for the normal operation of the auto or the monitoring of the auto's operating system that is used solely for the reproduction of recorded material or used for transmitting or receiving audio, visual or data signals. However, such parts, equipment and accessories that were installed by the automobile manufacturer or licensed auto dealer or in a location the automobile manufacturer intended for such equipment, are not considered "customized equipment".

3. The limit for equipment designed solely for the reproduction of sound, including any accessories used with such equipment, which is not installed in the dash or console openings specified by the auto manufacturer of such equipment or accessories is \$1,000.

4. If you have purchased additional coverage for "customized equipment" we will pay up to the amount of coverage you have purchased in addition to the \$500 limit provided by the policy. This additional coverage must be shown in the Declarations.

5. The most we will pay for parts, equipment and accessories that are:

- a. not installed by the auto manufacturer or dealer and
- b. permanently installed in or upon the auto

is the actual cash value of the vehicle not including such parts, equipment and accessories.

The **Transportation Expenses** provision of **Part D** is replaced by the following:

TRANSPORTATION EXPENSES

1. In addition, we will pay up to \$30 per day to a maximum of 30 days for any temporary transportation expenses incurred by you. This applies only in the event of the theft of your covered auto.

We will pay only transportation expenses incurred during the period:

- a. Beginning 48 hours after the theft; and
- b. Ending when your covered auto is returned to use or we pay for its loss.

EXCLUSIONS

Exclusion 1. is replaced by the following:

1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used as a public or livery conveyance. This includes but is not limited to any period of time while it is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle. This exclusion (1.) does not apply to a share-the-expense car pool.



Exclusion 4. is replaced by the following:

4. We will not pay for loss to equipment that is not permanently installed in or upon "your covered auto" or any "non-owned auto". This consists of any equipment that is either designed for the reproduction of sound or receives or transmits audio, visual or data signals.

This includes but is not limited to:

- a. radios and stereos;
- b. tape decks;
- c. compact disc players and burners;
- d. digital video disc (DVD) players and burners;
- e. citizens band radios;
- f. scanning monitor receivers;
- g. television monitor receivers;
- h. global positioning system (GPS) receivers and/or components;
- i. video cassette players and recorders;
- j. audio cassette recorders; or
- k. personal computers, which includes laptops, desktops, and personal digital assistants (PDA) or any other handheld device.

All accessories used with the above or similar equipment are also excluded.

Exclusion 5. is replaced by the following:

5. We will not pay for loss to "customized equipment" in excess of what is provided under Customized Equipment Coverage unless additional coverage has been purchased by endorsement and is shown in the Declarations.

Exclusion 8. is replaced by the following:

We will not pay for:

8. Loss to:

- a. A "trailer", camper body, or motor home, which is not shown in the Declarations; or
- b. Facilities or equipment used with such "trailer", camper body or motor home. Facilities or equipment include but are not limited to:
 - (1) Cooking, dining, plumbing or refrigeration facilities;
 - (2) Awnings or cabanas; or
 - (3) Any other facilities or equipment used with a "trailer", camper body, or motor home.

This Exclusion (8.) does not apply to a:

- a. "Trailer", and its facilities or equipment, which you do not own; or
- b. "Trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, which you:
 - (1) Acquire during the policy period; and
 - (2) Ask us to insure within 30 days after you become the owner.

Exclusion 13. is replaced by the following:

13. Loss to "your covered auto" or any "non-owned auto" while it is:

- a. operating on a surface designed or used for racing. This does not apply to an organized and controlled event that is not a speed, performance, stunt or demolition event;
- b. participating in a high performance driving or racing instruction course or school; or



- c. preparing for, practicing for, used in, or competing in any prearranged or organized:

- (1) race activity; or
- (2) speed, performance, stunt, or demolition contest or exhibition.

The following Exclusions are added:

- 15. Loss to "your covered auto" or "non-owned auto" while being used in a "personal vehicle sharing program".
- 16. Loss to "your covered auto" or any "non-owned auto" which arises out of a criminal act or omission of an "insured". This exclusion applies regardless of whether that "insured" is actually charged with, or convicted of, a crime. However, this exclusion (16.) does not apply to traffic violations.

LIMIT OF LIABILITY

- 1. Paragraph A of the **Limit of Liability** is replaced by the following:

- A. At our option, our limit of liability for loss will be the lowest of:

- 1. The actual cash value of the stolen or damaged property;
- 2. a. The amount necessary to repair or replace the property;
- b. Determination of the cost of repair or replacement will be based upon one of the following:
 - (1) the cost of repair or replacement agreed upon by you and us;
 - (2) a competitive bid approved by us; or
 - (3) an estimate written based upon the prevailing competitive price. You agree with us that we may include in the estimate parts furnished by the original vehicle manufacturer or parts from other sources

including non-original equipment manufacturers. The prevailing competitive price means prices charged by a majority of the repair market in the area where the vehicle is to be repaired as determined by us; or

- 3. The limit of liability shown in the Declarations.

Paragraph B of the **Limit of Liability** provision of **Part D** is added as follows:

- B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. In this case, the actual cash value consists of the value of the vehicle not including any "customized equipment".

Paragraph C. of the Limit Of Liability Provision is replaced by the following:

- C. We may deduct for betterment:

- 1. If the deductions reflect a measurable decrease in market value attributable to the poorer condition of, or prior damage to, the vehicle.
- 2. If the deductions are for prior wear and tear, missing parts and rust damage that is reflective of the general overall condition of the vehicle considering its age. In this event, deductions may not exceed \$500.

VI. PART E - DUTIES AFTER AN ACCIDENT OR LOSS

Part E is amended as follows:

Paragraph **B.** of **Part E** is replaced by the following:

- B. A person seeking any coverage must:
 - 1. Cooperate with us in the investigation, settlement or defense of any claim or suit. This



includes, but is not limited to, allowing us to inspect damage to a vehicle covered by this policy.

2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
3. Submit, as often as we reasonably require within 30 days of our request:
 - a. To physical and mental exams by physicians we select under terms we require. We will pay for these exams.
 - b. To interviews and recorded statements without the need for us to conduct an examination under oath.
 - c. To examination under oath and subscribe the same.
4. Authorize us to obtain, within 30 days of our request:
 - a. Medical reports; and
 - b. Other pertinent records, including but not limited to, information contained in or transmitted by any device located in or on the motor vehicle.
5. Submit a proof of loss when required by us within 30 days of our request.

VII. PART F - GENERAL PROVISIONS

Part F is amended as follows:

Items **A.** and **B.** of the Changes provision are replaced by the following:

- A.** This policy, your Declarations page and endorsements issued by us to this policy contain all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B.** The premium for your policy is based on information we have received from you or other sources.

You agree to cooperate with us in determining if this information is correct and complete and you will notify us if it changes. If this information is incorrect, incomplete, or changes, we will adjust your premium during the policy term or take other appropriate action based upon the corrected, completed or changed information. Changes during the policy term that will result in a premium increase or decrease during the policy term include, but are not limited to, changes in:

1. The number, type or use classification of insured vehicles;
2. Operators using insured vehicles, including newly licensed "family member" drivers and any household members that have licenses.
3. The location where your vehicle is principally garaged.
4. Customized equipment or parts.
5. The persons who regularly operate a covered auto.

You also agree to disclose all licensed drivers residing in your household.

The following provisions are added:

DUTY TO REPORT CHANGES

You must promptly report to us all changes, including additions and deletions, in policy information. Further, you must report to us certain changes no later than 30 days after the change occurs. These are changes to:

1. your residence address;
2. operators using insured vehicles, including newly licensed "family member" drivers and any household members that have licenses;
3. the location where your vehicle is principally garaged;



4. the persons who regularly operate a covered auto;
5. the driver's license or operator's permit status of you, a relative, or a resident of your household.

STORAGE COSTS

If you give us your consent, we may move the damaged property, at our expense, to reduce storage costs during the claims process. If you do not give us your consent, we will pay only the storage costs which would have resulted if we had moved the damaged property.

The **Fraud** provision is replaced by the following:

FRAUD

This policy was issued in reliance upon the information provided on your application. Any changes we make at your request to this policy after inception will be made in reliance upon information you provide. We may void this policy if you or an "insured" have concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, at the time application was made, at the time changes were requested, or any time during the policy period.

We may void this policy or deny coverage for an accident or loss if you or an "insured" have concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, in connection with the presentation or settlement of a claim.

We may void this policy or deny coverage for fraud or material misrepresentation even after the occurrence of an accident or loss. This means we will not be liable for any claims or damages which would otherwise be covered. If we make a payment, we may request that you reimburse us. If so requested, you must reimburse us for any payments we may have already made.

Our right to void this policy does not apply to policies in effect for one year or one policy term, whichever is less.

The Termination Provision of Part F is replaced by the following:

TERMINATION

A. Cancellation

This policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or
 - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the address last known by us and to such named insured's agent or broker of record:
 - a. At least 10 days notice if cancellation is for non-payment of premium; or
 - b. At least 30 days notice in all other cases.

Our notice of cancellation must include a specific explanation of the reason for cancellation.
3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - b. if any "insured" violated any of the terms and conditions of the policy; or
 - c. if the policy was obtained through a material misrepresentation; or
 - d. if any "insured" made a false or fraudulent claim or knowingly aided or abetted another in the presentation of such a claim; or



- e. if you failed to disclose fully your motor vehicle accidents and moving traffic violations for the preceding 36 months if called for in the application; or
- f. if you or any other operator who either resides in the same household or customarily operates an automobile insured under such policy:
 - (1) has, within the 12 months prior to the notice of cancellation, had his driver's license under suspension or revocation;
 - (2) is or becomes subject to epilepsy or heart attacks, and such individual does not produce a certificate from a physician testifying to his unqualified ability to operate a motor vehicle safely;
 - (3) has an accident record, conviction record (criminal or traffic), physical, or mental condition which is such that his operation of an automobile might endanger the public safety;
 - (4) has, within the 36 months prior to the notice of cancellation, been addicted to the use of narcotics or other drugs; or
 - (5) has been convicted, or forfeited bail, during the 36 months immediately preceding the notice of cancellation, for any felony, criminal negligence resulting in death, homicide or assault arising out of the operation of a motor vehicle, operating a motor vehicle while in an intoxicated condition or while

under the influence of drugs, being intoxicated while in, or about, an automobile or while having custody of an automobile, leaving the scene of an accident without stopping to report, theft or unlawful taking of a motor vehicle, making false statements in an application for an operator's or chauffeur's license or has been convicted or forfeited bail for 3 or more violations within the 12 months immediately preceding the notice of cancellation, of any law, ordinance, or regulation limiting the speed of motor vehicles or any of the provisions of the motor vehicle laws of any state, violation of which constitutes a misdemeanor, whether or not the violations were repetitions of the same offense or different offenses;

- g. if "your covered auto" is:
 - (1) so mechanically defective that its operation might endanger public safety;
 - (2) used in carrying passengers for hire or compensation (this does not include a share-the-expense car pool)
 - (3) used in the business of transportation of flammables or explosives;
 - (4) an authorized emergency vehicle;
 - (5) changed in shape or condition during the policy period so as to increase the risk substantially; or



- (6) subject to an inspection law and has not been inspected or, if inspected, has failed to qualify.

B. Nonrenewal

If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address last known by us and to such named insured's agent or broker of record. Notice will be mailed at least 30 days before the end of the policy period and will include a specific explanation of the reasons for nonrenewal. Subject to this notice requirement, if the policy period is:

1. Less than 6 months, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
2. 6 months or longer, but less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
3. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

If this policy has been in effect for 5 years or more, we will only nonrenew or refuse to continue the policy if we:

1. Mail you notice of our intent 60 days prior to the expiration date; or
2. Non-renew for one of the reasons listed in (A.3.) above.

C. Automatic Termination

If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

D. Other Termination Provisions

1. Proof of mailing of any notice shall be sufficient proof of notice
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.
4. We will give the same advance notice of cancellation or nonrenewal to the loss payee stated in the policy as we give to the named insured shown in the Declarations.

It is further agreed that paragraph **A.** of the **TRANSFER OF YOUR INTEREST IN THIS POLICY** is deleted and replaced with the following:

- A.** Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:
1. The surviving spouse or partner in a civil union, registered domestic partnership or other similar union or partnership, if a resident of the household at the time of death. Coverage applies to the spouse or partner in a civil union, registered domestic partnership or other similar union or partnership as if a named insured shown in the declarations; and
 2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto".

POLICY NUMBER:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNDERINSURED MOTORISTS COVERAGE - ILLINOIS**PERSONAL AUTO
AS 2288 03 16****SCHEDULE**

Limit Of Liability	Premium		
	Auto 1	Auto 2	Auto 3
\$ _____ Each Person \$ _____ Each Accident	\$ _____	\$ _____	\$ _____

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

INSURING AGREEMENT

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "underinsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and
2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "underinsured motor vehicle".

We will pay under this coverage only after the limits of liability under any bodily injury liability bonds or policies applicable to the "underinsured motor vehicle" have been exhausted by payment of judgments or settlements, unless:

1. We have been given written notice of a "tentative settlement" and decide to advance payment to the "insured" in an amount equal to that settlement; or
2. We and an "insured" have reached a "settlement agreement".

B. "Insured" as used in this endorsement means:

1. You or any "family member".
2. Any other person "occupying":
 - a. "Your covered auto" with your express or implied permission. The actual occupation must be within the scope of that permission; or
 - b. Any other auto operated by you.
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

However, for purposes of this coverage,

"insured" does not mean any person who is occupying or using "your covered auto" under a "personal vehicle sharing program."

C. "Underinsured motor vehicle" means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is either:

1. Less than the limit of liability for this coverage; or
2. Reduced by payments to others injured in the accident to an amount, which is less than the limit of liability for this coverage.

However, "underinsured motor vehicle" does not include any vehicle or equipment:

1. To which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less than the minimum limit for bodily injury liability specified by the financial responsibility law of Illinois.
2. Owned by or furnished or available for the regular use of you or any "family member".
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not upon public roads.
6. While located for use as a residence or premises.
7. Owned or operated by a person qualifying as a self-insurer under any applicable motor vehicle law.
8. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.



- D. "Tentative settlement" means an offer from the owner or operator of the "underinsured motor vehicle" to compensate an "insured" for damages incurred because of "bodily injury" sustained in an accident involving the "underinsured motor vehicle".
- E. "Settlement agreement" means we and an "insured" agree that the "insured" is legally entitled to recover, from the owner or operator of the "underinsured motor vehicle", damages for "bodily injury" and, without arbitration, agree also as to the amount of damages. Such agreement shall be final and binding regardless of any subsequent judgment, or settlement reached by the "insured" with the owner or operator of the "underinsured motor vehicle".

EXCLUSIONS

- A. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained:
1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
 2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- B. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained by any "insured":
1. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This includes but is not limited to any period of time while it is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle. This exclusion (B.1) does not apply to a share-the-expense car pool.
 2. Using a vehicle without a reasonable belief that "insured" is entitled to do so. This Exclusion (B.2.) does not apply to a "family member" using "your covered auto" which is owned by you.
 3. While "occupying" any auto not owned by, or furnished or available for the regular use of, you or any "family member" when it is being used as a public or livery conveyance. However, this Exclusion (B.3.) does not apply to:
 - a. A share-the-expense car pool; or
 - b. You or any "family member".

4. While using any vehicle while it is:
 - a. operating on a surface designed or used for racing except for an organized and controlled event that is not a speed, performance, stunt or demolition event;
 - b. participating in a high performance driving or racing instruction course or school; or
 - c. preparing for, practicing for, used in, or competing in any prearranged or organized:
 - (1) race activity; or
 - (2) speed, performance, stunt, or demolition contest or exhibition.
5. Arising out of a criminal act or omission of an "insured." This exclusion applies regardless of whether that "insured" is actually charged with, or convicted of, a crime. However, this exclusion (B.5) does not apply to traffic violations.

- C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
1. Workers' compensation law; or
 2. Disability benefits law.
- D. We do not provide Underinsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Schedule or in the Declarations for each person for Underinsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the limit of liability shown in the Schedule or in the Declarations for each accident for Underinsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident. This is the most we will pay regardless of the number of:
1. "Insureds;"
 2. Claims made;
 3. Vehicles or premiums shown in the Schedule or Declarations; or
 4. Vehicles involved in the accident.
- B. Except in the event of a "settlement agreement", the limit of liability for this coverage shall be reduced by all sums paid because of the "bodily injury" by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part A of this policy.



- C. In the event of a "settlement agreement", the maximum limit of liability for this coverage shall be the amount by which the limit of liability for this coverage exceeds the limits of bodily injury liability bonds or policies applicable to the owner or operator of the "underinsured motor vehicle".
- D. The limit of liability for this coverage shall be reduced by all sums:
1. Paid or payable because of the "bodily injury" under any automobile medical payments coverage. This includes all sums paid under Part **B** of this policy.
 2. Paid or payable because of the "bodily injury" under any of the following or similar law:
 - a. Workers' compensation law; or
 - b. Disability benefits law.
 However, this Paragraph (D.2.) shall not apply to disability benefits received under the federal Social Security Act.
- E. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part **A**, Part **B** or Part **C** of this policy.
- F. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- G. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
1. Workers' compensation law; or
 2. Disability benefits law.
- However, this Paragraph (G.) shall not apply to disability benefits received under the federal Social Security Act.

OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided by this endorsement:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any collectible insurance.

3. If the coverage under this policy is provided:
 - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 - b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

ARBITRATION

- A. If we and an "insured" do not agree:
1. Whether that person is legally entitled to recover damages under this endorsement; or
 2. As to the amount of damages;
- either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If such arbitrators are not selected within 45 days, either party may request that the arbitration be submitted to the American Arbitration Association.
- B. We will bear all the expenses of the arbitration except when the "insured's" recovery exceeds the minimum limit specified in the Illinois Safety Responsibility Law. If this occurs, the "insured" will be responsible up to the amount by which the "insured's" recovery exceeds the statutory minimum for:
1. Payment of his or her expenses; and
 2. An equal share of the third arbitrator's expenses.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:
1. Whether the "insured" is legally entitled to recover damages; and
 2. The amount of damages. This applies only if the amount does not exceed the lessor of:
 - a. \$75,000 for "bodily injury" to any one person in any one accident. Subject to this limit per person, \$150,000 for "bodily injury" to two



or more people in any one accident;
or

- b. The limits for "bodily injury" shown in the Schedule or in the Declarations.

If the amount exceeds the aforementioned limits, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

ADDITIONAL DUTIES

Any person seeking coverage under this endorsement must also:

1. Give us written notice of a "tentative settlement" and allow us 30 days to advance payment in an amount equal to that settlement to preserve our rights against the owner or operator of the "underinsured motor vehicle".
2. File suit against the owner or operator of the "underinsured motor vehicle" prior to the conclusion of a "settlement agreement". Such suit cannot be abandoned, or settled without giving us written notice of a "tentative settlement" and allowing us 30 days to advance payment in an amount equal to that settlement to preserve our rights against the owner or operator of the "underinsured motor vehicle".
3. Promptly send us copies of the legal papers if a suit is brought.

PART F - GENERAL PROVISIONS

The **Our Right To Recover Payment** Provision of Part F is replaced by the following with respect to Underinsured Motorists Coverage:

OUR RIGHT TO RECOVER PAYMENT

- A. If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:

1. Whatever is necessary to enable us to exercise our rights; and

2. Nothing after loss to prejudice them.

However, our rights in this Paragraph (A.) do not apply if we:

1. Have been given written notice of a "tentative settlement"; and
2. Fail to advance payment to the "insured" in an amount equal to the "tentative settlement" within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the "tentative settlement" within 30 days after receipt of notification:

1. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Under-insured Motorists Coverage.
2. We also have a right to recover the advanced payment.

- B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:

1. Hold in trust for us the proceeds of the recovery; and
2. Reimburse us to the extent of our payment.

However, in the event of a "settlement agreement", we shall be entitled to a recovery under Paragraphs A. and B. only for amounts which exceed the limit of bodily injury liability bonds or policies applicable to the owner or operator of the "underinsured motor vehicle".

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



OPTIONAL TRANSPORTATION EXPENSES COVERAGE

AS 2207 02 05

The provisions and exclusions that apply to Part D - Coverage for Damage to Your Auto also apply to this endorsement except as changed by this endorsement.

Optional Transportation Expenses Coverage applies only if:

1. The loss is caused by other than **collision** only if the Declarations indicate that Other Than Collision Coverage is provided for that auto;
2. The loss is caused by **collision** only if the Declarations indicate that Collision Coverage is provided for that auto; and
3. **Your covered auto** or the **non-owned auto** is withdrawn from use for more than 24 hours. In the event of a total theft, the vehicle must have been reported missing for at least 48 hours.

OPTIONAL TRANSPORTATION EXPENSES COVERAGE

If:

1. You choose to allow us to make the rental car arrangements with a specific vendor; and
2. You choose to bring the damaged vehicle to a Total Liberty Care (TLC) facility for all repairs.

we will pay, without application of a deductible, temporary transportation expenses incurred by you for renting a substitute auto, as defined by our rental car provider, until the repairs are completed, when there is a loss to **your covered auto** described in the Schedule or in the Declarations for which a specific premium charge indicates that Optional Transportation Expenses Coverage is afforded.

If you require a vehicle which exceeds the optional limit shown on the policy Declarations Page, and we make the arrangements, you will only have to pay the difference between the expense of the vehicle you choose and the optional transportation expenses limit shown in the policy Declarations Page.

OR

If you choose to make your own substitute vehicle arrangements, or choose a repair facility other than a Total Liberty Care (TLC) facility, or your vehicle is a declared a total loss, the following applies for expenses incurred from companies in the business of renting vehicles:

When there is a loss to **your covered auto** described in the Schedule or in the Declarations for which a specific premium charge indicates that Optional Transportation Expenses Coverage is afforded, we will pay, without application of deductible, the amount shown on the policy Declarations Page to a maximum of 30 days for:

1. Additional transportation expenses incurred by you for renting a substitute auto.
2. Additional transportation expenses incurred by you for renting a substitute auto due to a total loss of **your covered auto**.
3. Loss of use expenses for which you become legally responsible in the event of loss to a **non-owned auto**.

All coverage provided by this endorsement shall only apply once for any single occurrence. Our payment will be limited to that period of time reasonably required to repair or replace **your covered auto** or the **non-owned auto**.

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This Endorsement Changes Your Policy. Please Read It Carefully.

Better Car Replacement™ Coverage

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

This coverage applies to "your covered auto" shown in the Declarations only if the Declarations indicate that Better Car Replacement™ Coverage and Part D Coverage for Damage to Your Auto "collision" and/or other than "collision" coverage applies to that auto. If "your covered auto" is stolen, this coverage applies only if the Declarations indicate that Better Car Replacement™ Coverage and Part D Coverage for Damage to Your Auto other than "collision" coverage applies to that auto.

A. Definitions

For the purpose of this coverage the following definitions are added:

1. "Your covered auto" does not mean a substitute automobile or a "non-owned auto".
 "Your covered auto" does not mean a leased vehicle.
 "Your covered auto" does not mean a "trailer" or a "miscellaneous type vehicle".
 "Your covered auto" does not mean an "antique" or a "unique and unusual" vehicle.
2. "Miscellaneous type vehicle" means a motor home, motorcycle or other similar type vehicle, all-terrain vehicle, dune buggy or golf cart.
3. "Antique" means any motor vehicle or motorcycle registered as an antique. If not registered the vehicle is maintained solely for the use in exhibitions, club activities or parades.
4. "Unique and unusual" means a motor vehicle which has an increased value due to collector or special interest status, and where Part D Coverage for Damage to Your Auto has been provided on a stated amount (maximum limit of liability) basis.
5. "Total loss" means a loss in which the cost to repair the vehicle to its pre-loss condition plus salvage value equals or exceeds the Actual Cash Value.
6. "Model year" refers to the model year shown on the title for "your covered auto".

B. Better Car Replacement™ Features

Better Car Replacement™ Coverage applies if a covered "total loss" occurs to "your covered auto". We will pay in cash, less any applicable deductible, the Actual Cash Value of the same make, model and equipment of a vehicle one "model year" newer than "your covered auto".

1. If the make and/or model of "your covered auto" has been discontinued we will use the most similar make, model, and equipment of a vehicle one "model year" newer than "your covered auto".
2. If the make and/or model of "your covered auto" has **not** been discontinued and a newer "model year" of "your covered auto" has not yet been manufactured or available, we will pay the limit of liability afforded under this endorsement.

C. Conditions

1. Mileage used in calculating the Actual Cash Value will be determined by deducting 15,000 miles from the mileage on the damaged vehicle's odometer. The maximum reduction is to zero miles.
2. "Our" liability is subject to a maximum of 120% of the Actual Cash Value of "your covered auto".



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COVERAGE FOR DAMAGE TO YOUR AUTO EXCLUSION
ENDORSEMENT**

**PERSONAL AUTO
PP 13 01 12 99**

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

I. Definitions

The following definition is added:

"Diminution in value" means the actual or perceived loss in market or resale value which results from a direct and accidental loss.

II. Part D - Coverage For Damage To Your Auto

The following exclusion is added:

We will not pay for:

Loss to "your covered auto" or any "non-owned auto" due to "diminution in value".

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

PP 13 01 12 99

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Pizzitola056



TOWING AND LABOR COVERAGE

AS 2208 03 16

We will pay for emergency roadside assistance charges incurred each time "your covered auto" or any "non-owned auto" is disabled due to mechanical or electrical breakdown. This includes:

1. necessary towing charges when you call Liberty Mutual Roadside Assistance and allow us to make arrangements for the tow to the nearest repair facility from the place of disablement;
2. towing charges up to the amount shown on the policy Declarations Page when you either
 - a) arrange for the tow; or
 - b) request a tow to a repair facility other than the nearest repair facility from the place of disablement; or
3. when a tow is not required, labor charges incurred at the place of disablement, not to exceed the amount shown on the policy Declarations Page.

Coverage is limited to no more than four occurrences per vehicle plus additional four occurrences per policy in a 12 month policy period for coverages **1.**, **2.**, and **3.** above.

The nearest repair facility is determined by Liberty Mutual.

This coverage must be shown in the Declarations for the specific disabled vehicle which has this coverage.

If a "non-owned auto" is disabled, we will provide the coverage listed above only if you have purchased Towing and Labor Coverage for at least one "your covered auto" and it is shown in the Declarations.

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

AS 2208 03 16

Liberty Mutual Insurance Group

Page 1 of 1



NUCLEAR, BIOLOGICAL, CHEMICAL & MOLD EXCLUSION ENDORSEMENT

AS 2221 04 05

THIS EXCLUSION APPLIES TO ALL COVERAGES PROVIDED BY THIS POLICY INCLUDING ANY AND ALL ENDORSEMENTS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Aside from such losses caused by terrorism activities, we **do not** provide coverage for loss, damage, injury, liability, cost or expense, due to or as a consequence of, whether controlled or uncontrolled or however caused:

- a. Nuclear exposure, reaction or explosion including resulting fire, smoke, radiation or contamination; and/or
- b. Biological or chemical attack or exposure to biological or chemical agents, or combination of such agents, including resulting contamination or pollution.

We **do not** provide coverage for loss, damage, injury, liability, cost or expense arising out of or aggravated by, in whole or in part, "mold, fungus, wet rot, dry rot, bacteria or virus."

"Mold, fungus, wet rot, dry rot, bacteria or virus" means any type or form of fungus, rot, virus or bacteria. This includes mold, mildew and any mycotoxins, other microbes, spores, scents or byproducts produced or released by mold, mildew, fungus, rot, bacteria, or virus.

AS 2221 04 05

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AUTOMATIC TERMINATION ENDORSEMENT

AS 1046 (Ed. 12-89)

The AUTOMATIC TERMINATION Provision in Part F of the policy is replaced with the following:

AUTOMATIC TERMINATION. If you obtain other insurance on "your covered auto," any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.



Notice of Membership in Liberty Mutual Holding Company Inc.

While this policy is in effect, the named insured first named in the Declarations is a member of Liberty Mutual Holding Company Inc. and is entitled to vote either in person or by proxy at any and all meetings of the members of said company. The Annual Meeting of Liberty Mutual Holding Company Inc. is in Boston, Massachusetts, on the second Wednesday in April each year at ten o'clock in the morning.

The named insured first named in the Declarations shall participate in the distribution of any dividends declared by us for this Policy. The amount of such Named Insured's participation is determined by the decision of our Board of Directors in compliance with any laws that apply.

Any provisions in the policy relating to:

1. Membership in Liberty Mutual Insurance Company or Liberty Mutual Fire Insurance Company; or
2. Entitlement to dividends as a member of Liberty Mutual Insurance Company or Liberty Mutual Fire Insurance Company

are deleted and replaced by the preceding paragraphs.

EXHIBIT H

40 East Cedar Manager

To: Adam Pizzitola
Subject: RE: Claim Details - Claim#:048289129-02

From: "Taylor, Marshall" <Marshall.Taylor@libertymutual.com>
Date: February 8, 2022 at 7:35:52 AM CST
To: Adam Pizzitola [REDACTED]
Subject: Claim Details - Claim#:048289129-02



Hello **Adam,**

Rentals are managed, and you are given 7 days from the day your vehicle is deemed a total loss to be covered by us. Your vehicle was deemed a total loss on 2/1/22 which makes today the 7th day. That is standard operating procedure for all total loss claims sir. You will be covered through the end of business day today sir, anything after that will have to be out of pocket.

For more information about your claim, please visit your [online account](#) or contact me.

Sincerely,
Marshall Taylor

100+ Years of History.
Liberty Mutual is one of America's
leading insurance providers.



Policy underwritten by **Liberty Mutual Personal Insurance Company**
© 2022 Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116

From: Adam Pizzitola [REDACTED]
Sent: Tuesday, February 8, 2022 8:30 AM
To: Taylor, Marshall <Marshall.Taylor@libertymutual.com>
Cc: John D. Risvold <jrisvold@collinslaw.com>
Subject: {EXTERNAL} Re: Claim Details - Claim#:048289129-02

Good morning Marshall,

Why can't the rental be extended under Liberty Mutual? I have \$900 in rental coverage at \$30 a day = 30 days of rental coverage. It's only been 13 days. I don't have the financial ability to pay out of pocket yet alone a car to replace the rental.

My phone number is [REDACTED] feel free to call me.

Adam Pizzitola

On Feb 8, 2022, at 7:03 AM, Taylor, Marshall
<Marshall.Taylor@libertymutual.com> wrote:



Hello **Adam**,

Morning sir, I totally get it I would do the same thing. In regards to rental I am unable to extend it out any more. The last day is today 2/8 if you would like to keep it past today that is fine it will just be an out of pocket expense from this point forth. If you are deciding to keep it please make sure you reach out to Enterprise to make them aware. Hope you have a great day sir.

For more information about your claim, please visit your [online account](#) or contact me

Sincerely,
Marshall Taylor

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From: Adam Pizzitola [REDACTED] —
Sent: Monday, February 7, 2022 3:40 PM
To: Taylor, Marshall <Marshall.Taylor@libertymutual.com>
Subject: {EXTERNAL} Re: Re: Re: CCC Market Valuation Report - 048289129-0002

Thank you Marshall. It never hurts to ask especially in this pandemic and the vehicle shortages i am seeing going out looking for a new to me car.

Can you please extend the rental or do I need to call Enterprise to extend it under my claim, because I will not have a new vehicle by tomorrow.

Adam Pizzitola

On Monday, February 7, 2022, 07:12:58 AM CST, Taylor, Marshall <marshall.taylor@libertymutual.com> wrote:

I can send those comps in too see if the valuation changes at all. We are unable to negotiate settlement value though sir, we can only pay out to you the actual cash value of your car. Dealer prices and actual cash value are two different things. Dealers are in the for profit business so their prices are going to be a little higher. As stated I will send these off to see if anything changes and I will be back in contact with you once the valuation returns. Have a great day sir.

From: Adam Pizzitola [REDACTED]
Sent: Friday, February 4, 2022 7:29 PM
To: Taylor, Marshall <Marshall.Taylor@libertymutual.com>; John D. Risvold <jrisvold@collinslaw.com>; ROSS, ZEKARIES <ZEKARIES.ROSS@libertymutual.com>
Subject: {EXTERNAL} Re: Re: CCC Market Valuation Report - 048289129-0002

Good evening Mr. Taylor,

I received the paperwork/estimate today via UPS.

Your estimate does not take into account the current state of the market, the economy, inflation, the pandemic, chip shortages and the difficulty finding a new replacement car. As you can see from the currently available comps, your estimate grossly undervalues my car. I have CC'd my lawyer on this email, we would agree to resolve the property damage for \$25,000.00, inclusive of the sales tax and my deductible, as well as an extension on the rental to allow adequate time to find a vehicle.

I appreciate your urgency with this matter and I hope we can come to a reasonable conclusion quickly.

Adam Pizzitola

On Friday, February 4, 2022, 07:06:21 AM CST, Taylor, Marshall <marshall.taylor@libertymutual.com> wrote:

Morning sir, there is not much I can do about that. The appraiser rated those areas as having major wear and tear. The only thing I can do is send in receipts if you have any to show you had some recent work done to the vehicle and that could possibly increase the value some for you. Sorry about that sir.

From: Adam Pizzitola [REDACTED]
Sent: Thursday, February 3, 2022 11:34 PM
To: Taylor, Marshall <Marshall.Taylor@libertymutual.com>
Cc: John D. Risvold <jrisvold@collinslaw.com>
Subject: {EXTERNAL} Re: CCC Market Valuation Report - 048289129-0002

Hey Marshall,

Sorry can't sleep so was reading over the valuation report and honestly haven't been sleeping much since the accident cause I'm stressed out.

Can you clarify the carpets item. -\$179.00

- My car has weather tech floor liners front and back seat to protect the carpeting underneath. When I cleaned the floor liner in July the carpeting underneath was in great shape. I have the original brand new floor mats (never used because of the weather tech mats) in the wheel well in the trunk.

I'm also not fully understanding the soiling of seats and headrest parts.

If i am reading correctly I'm being penalized \$502.00 because I didn't detail and clean my car after the car accident... seriously that is a bit petty.

I don't want to be that guy but I'm going from having a fully paid off car to now having to buy a car and start all over with monthly payments.

At this point every penny matters because I'm going to have to get a 2nd job on top of my full time job to be able to afford the monthly payments.

Please anything helps here.

Adam Pizzitola

On Feb 3, 2022, at 11:37 AM, Taylor, Marshall
<Marshall.Taylor@libertymutual.com> wrote:

Yes deductible will be taken out of settlement sit.

From: Adam Pizzitola [REDACTED]
Sent: Thursday, February 3, 2022 12:36 PM
To: Taylor, Marshall
<Marshall.Taylor@libertymutual.com>
Subject: {EXTERNAL} Re: CCC Market Valuation Report - 048289129-0002

alrighty I will print the label and have it ready so i can send what ever paperwork back.

Do deductible. Can it be deducted from what I'll be paid?
I can't afford \$1000 out of pocket right now. Shoot idk
how I'll get a car for the amount I'm getting from the
accident I can't afford car payments.

Adam Pizzitola

On Feb 3, 2022, at 6:26 AM, Taylor,
Marshall
<Marshall.Taylor@libertymutual.com>
wrote:

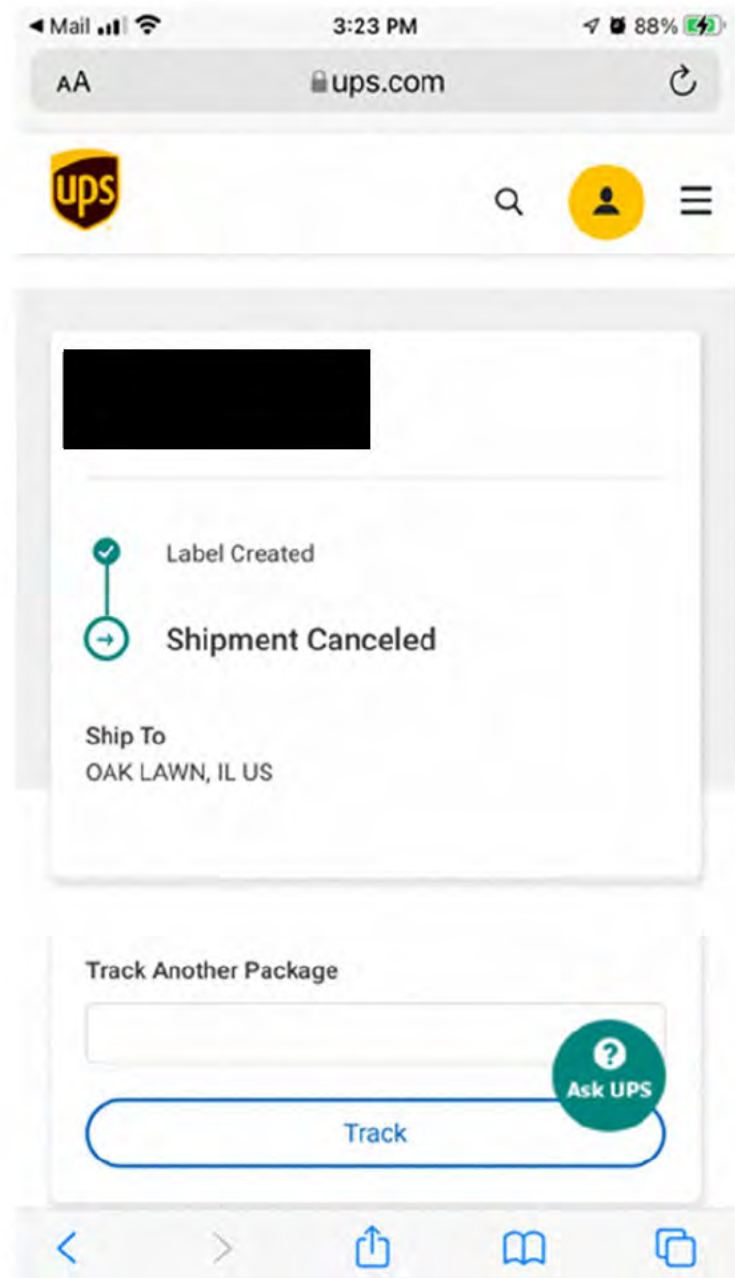
Not sure why it got cancelled but I just
set it up again to be delivered tomorrow.
I have the UPS label attached. My
apologies sir I am not sure why it has
been giving us these issues.

From: Adam Pizzitola
[REDACTED]
Sent: Wednesday, February 2, 2022
4:29 PM
To: Taylor, Marshall
<Marshall.Taylor@libertymutual.com>
Subject: {EXTERNAL} Re: CCC Market
Valuation Report - 048289129-0002

Hi Marshall.

I just checked on the UPS delivery and it
is saying canceled? Am I still waiting on
it? Or what's going on? I intend to go
perusing this evening as long as this
snow doesn't get worse.

Next steps? The quote seems
reasonable



Adam Pizzitola

On Feb 2, 2022, at 9:00 AM,
MARSHALL.TAYLOR@libertymutual.com
wrote:



02/02/2022

Adam Pizzitola
[REDACTED]
[REDACTED]
[REDACTED]

Customer: Adam
Pizzitola
Claim Number:
048289129-0002
Date of Loss:
01/26/2022

Hello Adam Pizzitola,

Attached please find
your vehicle valuation
report.

If you have any
questions, you can
contact me at
[marshall.taylor@liberty
mutual.com](mailto:marshall.taylor@libertymutual.com) or by
phone. I can assist you
more quickly if you
reference your claim
number in all
communications. You
can always check the
status of your claim
through your [REDACTED]
[REDACTED]

Sincerely,
Marshall Taylor

Claims Resolution
Representative
Liberty Mutual Personal
Insurance Company
PO Box 5014
Scranton, PA 18505
Direct: 513-394-5443
Toll Free: 800-225-2467
X 71963
Fax: 888-268-8840
Email:
[marshall.taylor@liberty
mutual.com](mailto:marshall.taylor@libertymutual.com)

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