

CASE NO. 2022-0863

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In the Supreme Court of Ohio

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ON APPEAL FROM THE  
ELEVENTH DISTRICT COURT OF APPEALS  
PORTAGE COUNTY, OHIO  
CASE NO. 2021 P 0001

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ACUITY, A MUTUAL INSURANCE COMPANY

Plaintiff-Appellee

vs.

PROGRESSIVE SPECIALTY INSURANCE COMPANY,

Defendants-Appellant

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**AMICUS REPLY BRIEF OF WESTERN RESERVE GROUP  
IN SUPPORT OF APPELLANT**

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**FILED**

**JAN 06 2023**

CLERK OF COURT  
SUPREME COURT OF OHIO

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## INTRODUCTION

Western Reserve Group is an Ohio-based group of mutual insurance companies that includes Lightning Rod Mutual Insurance Company, Western Reserve Mutual Casualty Company, and Sonnenberg Mutual Insurance Company, collectively hereinafter referred to as “Western Reserve”. Western Reserve is filing this *amicus* brief in support of the position set forth by the Appellant, Progressive Specialty Insurance Company (“Progressive”), because Western Reserve sells automobile liability policies, in Ohio, and its policies include terms like those in the Progressive policy at issue. Western Reserve also has a similar case in Athens County, Court of Common Pleas Case # 21CI0218, and, thus, Western Reserve has a great interest in the outcome of this case.

American insurance regulation is conducted primarily by each state. Indeed, The McCarran Ferguson Act exempts insurance companies from most federal regulation, essentially leaving the regulation of insurance to the states. The Ohio Department of Insurance (the “Ohio Department”) is responsible for regulating insurance in Ohio, and the Ohio General Assembly has enacted Title 39 of the Ohio Revised Code as Ohio’s comprehensive authority for the regulation of Ohio’s insurance industry and market including, but not limited to, the review of insurance policy forms and rates. In this regard, proposed insurance policy forms, and the rates to be associated with those forms, are either accepted by the Ohio Department of Insurance or they are not used in Ohio.

As background, Ohio’s insurance laws mandate certain coverage terms for all types of automobile insurance products and mandate that each insurance company file its proposed automobile insurance policy forms (the “Policy Form”) with the Ohio Department before any policies are sold in Ohio. These same laws also require insurance companies to file the rates

applicable to such Policy Form (the “Rates”), and the actuarial analysis to support such Rates for review and approval by the Ohio Department.

When an insurance regulator, such as the Ohio Department, reviews and comments on the Policy Form and Rates, for any automobile insurance policy, **the state's insurance laws effectively place the regulator in the shoes of the entire group of Ohio potential automobile insurance consumers who may purchase the product in the future.** Through these Policy Form and Rate filings, **the Ohio Department conducts a negotiation with the insurance company on behalf of Ohio consumers.** As a result of its duties to all Ohio insurance consumers, the Ohio Department requires all Policy Forms and Rates to meet with its approval before any insurance product may be sold to Ohio consumers.

In addition to regulating the contract terms, the Ohio Department also regulates the solvency of each insurance company doing business in Ohio. Ohio insurance regulators have broad examination authority to review an insurance company's finances as well as its Policy Forms and Rates. This regime of solvency regulation is stringent, detailed, and coordinated with other states to form a national framework.

A review of the Ohio insurance code and related regulations reveals that the Policy Forms, the Rates and solvency regulation are all intertwined with Ohio’s mandate for consumer protection. **The Rates filed with by insurance companies include representations by the insurance company regarding how the company plans to create financial reserves for potential losses under the policies sold utilizing the Form.** Insurance companies develop their Rates through insurance company actuaries who analyze the terms in each Policy Form, and account for potential losses based on the terms in the Policy Form. The Ohio Department reviews the Rates including this reserving plan, and then reviews the actual reserves as the insurance company begins to sell

policies under the Policy Form to be certain the insurance company is operating in a manner that is safe and sound.

Together, the Policy Forms, Rates and solvency regulation results in multiple layers of protection for Ohio automobile insurance consumers. This interconnected regulation and oversight allows state motor vehicle laws to recognize the importance of encouraging consumers to purchase automobile insurance to provide for a safe and reliable private system of transportation.

Western Reserve Group, as required by Ohio insurance law, and like any other carrier selling insurance in Ohio, submits every Policy Form, applicable endorsements, and Rates applicable thereto to the Ohio Department for approval prior to sale in Ohio. R.C. 3937.03. In Ohio, Western Reserve Group has filed for, and received approval to sell, automobile policy number OH-20120401-PA-RRF (the “Western Reserve Policy”). Western Reserve Group has designed the Western Reserve Policy for exclusive use of Western Reserve Group companies (i.e., the Policy Form may include similar terms to other company policies, but the Western Reserve Group Policy Form is not a manuscript form used by other companies).

On February 7, 2012, Western Reserve Group filed several amendments to the Western Reserve Policy. A copy of this amendment is attached hereto as Exhibit A (the “2012 Amendment”). Among the terms included in the 2012 Amendment was an amendment to the meaning of the term “Insured”. The 2012 Amendments terms were as follows:

Paragraph B.2.: We are revising the meaning of Insured to any person who is not insured for vehicle liability coverage by any other insurance policy, a self-insurance program, or a liability bond for his or her use of the named insured's covered auto. Additionally, the use of the covered auto must be within the scope of the named insured's consent.

In our experience, when Western Reserve Group submits a Policy Form and Rates to **the Ohio Department, their product analysts and/or actuaries will contact us with questions** or, if they do not approve of our suggested terms, they will let us know of their objections and invite

us to revise the terms of the Policy Form or Rates, or they will reject them as not approved. Once the company knows the Ohio Department has an objection, we will generally make their suggested revisions or discuss the matter with them and identify a satisfactory alternative to our originally suggested revisions.

Once the Western Reserve Group submitted the 2012 Amendment, the Ohio Department reviewed it and replied with questions specifically about the amendment to Paragraph B.2. Western Reserve Group responded to the Ohio Department as follows:

Ohio Department Question: How are current insureds being made aware of the coverage revisions and coverage limitations addressed in the Amendment of Policy Provisions, PV 01 07, and in the Uninsured\Underinsured Motorists Coverage – Ohio, PV 01 10? Provide any disclosure notices presented to the insured.

Western Reserve Group Response: We are including - Important Notice - to our policyholders (see attachment - Policyholder Notice PNA2 OH 04 12 Objection1.pdf) with all Personal Auto renewals written in Ohio. We are attaching PNA2 OH 04 12 on all our 6-month policy term renewals from 04/01/2012 through 09/30/2012 and on all our 12-month policy term renewals from 04/01/2012 through 03/31/2013. The form includes policyholder information noting applicable changes implemented to the policy. See, Affidavit of Patrick Henderson attached as Exhibit B.

**Importantly, Western Reserve Group did not receive any questions from the Ohio Department regarding the terms of the proposed amendment.** The Ohio Department's experts did not state that the amendment to the definition of "Insured," to exclude individuals who have other automobile liability insurance, was in violation of Ohio law, objectionable or otherwise outside the scope of terms that were acceptable for the Policy Form. Instead, the Ohio Department requested confirmation regarding how Western Reserve Group would communicate with its policyholders regarding the amendment. The 2012 Amendment was not approved by the Ohio Department until Western Reserve Group provided the requested information.

Some, but not all, insurance companies, that write automobile liability insurance in Ohio, include definitions of “Insured” similar to those found in the Progressive Policy and in the Western Reserve Group Policy Form. Based on our review of other Policy Form filings with the Ohio Department (available publicly), the following carriers have adopted definitions of an “insured” like Western Reserve Group: Allstate (Esurance), American Family, Grange, and State Farm.<sup>1</sup>

Western Reserve Group worked with the Ohio Department, within all requirements of the Ohio Insurance Code, to adopt the 2012 Amendment that included the 2012 definition of “Insured”. We set our rates based on these contractual terms, negotiated with and approved by the Ohio Department in 2012. We have collected premium from our policyholders and established our statutorily required financial reserves based, in part, on the terms of the 2012 Amendment. Progressive would have taken similar steps to adopt its policy terms that are at issue in this case. Acuity is a competitor insurance company that does not want to pay its own, contractually obligated insurance claim for its Ohio policyholder. Acuity should not be permitted to establish its own private regulatory scheme, outside the work that companies like Progressive or Western Reserve Group have done with the Ohio Department, just so it can avoid paying an insurance claim.

There is also a strong public policy behind the use of this definition of “insured”. Ohio law governs when an insurance company can adjust the premium of a private passenger automobile insurance policy when an insured has an at fault accident. R.C. 3937.22 states, *inter alia*, “[n]o insurer shall increase the cost of a private passenger automobile insurance policy based on the insured's involvement in a single motor vehicle accident during the policy period when both of the following apply”:

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<sup>1</sup> SERFF filings paragraph 4, Affidavit of Patrick Henderson.



(A) The insured's action is not a proximate cause of any loss, damage, injury, or death arising out of the accident;

(B) The insured has not been convicted of, pleaded guilty to, or pleaded no contest to, a violation of law as a result of the accident.

Clearly, if this Court were to accept Acuity's position, two automobile policies' premiums could be affected when a non-family member and non-resident permissive user causes a motor vehicle accident.

**“If we find Pontzer was not an insured under the policies, then our inquiry is at an end.”** *Scott-Pontzer v. Liberty Mut. Fire Ins. Co.*, 85 Ohio St.3d 660, 662, 710 N.E.2d 1116 (1992) (overruled on other grounds in *Westfield Ins. Co. v. Galatis*, 100 Ohio St.3d 216, 2003-Ohio-5849, 797 N.E.2d 1256). As Progressive accurately points out, Acuity has sidestepped this very crucial question opting instead to ignore that the permissive driver-Ashton Smith-is not defined as an “insured” under the Progressive policy. The Progressive language, approved by the Ohio Department of Insurance, supports the conclusion that there is no coverage available for Ashton Smith under the Progressive policy. Therefore, there is no “other applicable liability insurance”.

Judicial economy also supports Progressive's definition of “insured”. Acuity states early on in its Memorandum In Response To Progressive's Memorandum in Support of Jurisdiction, “[t]his court should decline jurisdiction over this **routine coverage dispute...**” (Acuity Memo in Response, p. 2) (emphasis added). Applying this Court's decision in *Scott-Pontzer, supra.*, **there would be no coverage dispute.** Instead, Acuity's insured, Ashton Smith would not be an “insured” and there would be no coverage dispute over which insurance applies and, if so, whether the insurance is pro rata or excess. In other words, there would be no reason to litigate “other insurance” issues.

**CONCLUSION**

For the reasons set forth above, Western Reserve Group requests that this Court find in favor of Progressive and uphold the Ohio Insurance Code and the work of the Ohio Department.

Respectfully submitted,



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**CERTIFICATE OF SERVICE**

A true and correct copy of the foregoing *Amicus* Brief of Western Reserve Group was served upon the following parties by regular, postage paid U.S. Mail on the 6<sup>th</sup> day of January, 2023.

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# Western Reserve Group

Lightning Rod Mutual Insurance Company  
Western Reserve Mutual Casualty Company

NAIC # 26123  
NAIC # 26131

## Rule/Form Filing Memorandum

OH-20120401-PA-RRF

Page 1 of 4

As permitted by the file and use regulations of the state of Ohio, Western Reserve Group submits Personal Auto revisions on behalf of Lightning Rod Mutual Insurance Company and Western Reserve Mutual Casualty Company. The revisions contained in this filing are applicable to new and renewal policies with an effective date on and after April 1, 2012.

Rule revisions, other than deletions or editorial changes are designated by vertical bar on the final pages. For rate revisions included within the rules, reference is found in the Actuarial Filing Memorandum and associated exhibits. Our filing includes markups, final pages, and Profit and Loss Statements for 2006-2010.

Due to varying printer settings, the appearance of form(s) when attached to a policy may differ from the appearance of the form(s) submitted as part of this filing. Any resulting difference will be in formatting only; content will be unaffected. We will consider re-filing solely due to formatting changes unnecessary unless and until you advise us otherwise.

We are revising our declarations page, several custom endorsements, and our application as indicated on the markups; including several rules changes; and other editorial revisions. The following information is offered in support of the rule and form revisions contained in this filing.

### FORMS

#### **1. PADECP 04 12 – Insured Declarations**

We have revised our Insured Declarations page to accommodate the specification of a separate Glass Deductible entry per vehicle. Example of sample output (change highlighted) is included in markup.

#### **2. PV 01 07 03 12 – Amendment Of Policy Provisions – Ohio**

This endorsement attaches to all policies and coverage is revised as follows:

##### **PART A – LIABILITY COVERAGE**

- **Insuring Agreement**  
Paragraph B.2.: We are revising the meaning of Insured to any person who is not insured for vehicle liability coverage by any other insurance policy, a self-insurance program, or a liability bond for his or her use of the named insured's covered auto. Additionally, the use of the covered auto must be within the scope of the named insured's consent.
- **Exclusions**  
Paragraph B.: We are adding an exclusion for the ownership, maintenance or use of any vehicle while leased or rented to others or given in exchange for any compensation. An exception applies while the named insured or family member operates the named insured's covered auto.

##### **PART B – MEDICAL PAYMENTS COVERAGE**

- **Insuring Agreement**  
Paragraph B.2.: We are revising the meaning of Insured to state that any other person while occupying the named insured's covered auto must be within the scope of the named insured's consent.
- **Exclusions**  
We are adding an exclusion for bodily injury if sustained while occupying any vehicle while leased or rented to others or given in exchange for any compensation. An exception applies while the named insured or family member operates the named insured's covered auto.

##### **PART D – COVERAGE FOR DAMAGES TO YOUR AUTO**

- **Exclusions**  
We are adding an exclusion that we will not pay for loss to any vehicle while leased or rented to others or given in exchange for any compensation. An exception applies while the named insured or family member operates the named insured's covered auto.

##### **PART E – DUTIES AFTER AN ACCIDENT OR LOSS**

Paragraph B.3.b.: We are amending the duty of examination under oath to include while not in the presence of another insured, and sign the same.

# Western Reserve Group

Lightning Rod Mutual Insurance Company  
Western Reserve Mutual Casualty Company

NAIC # 26123  
NAIC # 26131

## Rule/Form Filing Memorandum

OH-20120401-PA-RRF

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### 3. PV 01 10 03 12 – Uninsured/Underinsured Motorists Coverage – Ohio

The endorsement is revised as follows:

#### PART C – UNINSURED/UNDERINSURED MOTORISTS COVERAGE

- Insuring Agreement

Paragraph B.2.: We are revising the meaning of Insured to any other person occupying the named insured's covered auto, if that person is not insured for Uninsured/Underinsured Motorists Coverage under another policy.

Paragraph B.3.: We have removed this provision.

### 4. PV 01 24 03 12 – Personal Auto Enhancement Endorsement

The endorsement is revised as follows:

#### PART D – COVERAGE FOR DAMAGES TO YOUR AUTO

- G. Rental Car – Diminution In Value

This is a new provision added to our enhancement endorsement. Subject to specified conditions, it provides up to \$5,000 diminution in value coverage following a covered physical damage loss to a private passenger rental car when the named insured is legally responsible and obligated to pay as recognized by applicable state statutes.

### 5. WRG A APP OH 04 12 – OH – Personal Automobile Application

We have revised our custom application by adding under the Coverages/Premiums a separate Glass Deductible entry line and eliminated the existing \$0 Glass box. Additionally, we removed the \$250 Ded. reference under the Limits Of Liability section from the UM/UIM CSL Coverages/Premiums line as this appeared in error. Note: since 07/01/05, we issue all new business (including rewrites) in Western Reserve Mutual Casualty Company.

## RULES

### 1. Rule 6. Model Year For Other Than Collision And Collision Coverages

We have revised the model year reference to year 2011 as part of our shift in Base Model Year from 2009 to 2011.

### 2. Rule 14. Miscellaneous Coverages

We have added item B.2.g) Rental Car – Diminution In Value to our Personal Auto Enhancement Endorsement, and we renumbered the existing Death Benefit extension to B.2.h). Also, we amended the rating for the endorsement to \$40/12 mos (\$20/6 mos) per policy.

Additionally, under C. Deductible Insurance, we have modified several of our Other Than Collision Deductible factors and Collision Deductible factors (see Actuarial Memorandum).

### 3. Rule 17. Extended Non-Owned Coverage

We have made an editorial change to item C. Rating Liability and Medical Payments Coverage (Class Code 9020\_ \_) to permit use of Secondary Classification Statistical Codes.

### 4. Rule 18. Increased Limits

We have revised various Increased Limits Factors to the \$35,000 Single Limit Liability Increased Limits Table; the \$15,000/\$30,000 Split Limit Bodily Injury Liability Increase Limits Table; the \$10,000 Property Damage Liability Increase Limits Table; and the \$5,000 Medical Payments Increased Limits Table (see Actuarial Memorandum).

# Western Reserve Group

Lightning Rod Mutual Insurance Company  
Western Reserve Mutual Casualty Company

NAIC # 26123  
NAIC # 26131

## Rule/Form Filing Memorandum

OH-20120401-PA-RRF

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### 5. Rule 20. Rating Territories

We are adopting the revisions to the Territory Definitions identified in ISO filing PP-2011-OTD1 as boundaries in some cities and towns in Ohio have changed due to municipalities annexing land from other counties. These include the following villages, towns or cities: Centerville, Montgomery County annexed area in Greene County; Fairfield, Butler County annexed area in Hamilton County; Forest, Hardin County annexed area in Wyandot County; Greenfield, Highland County annexed area in Ross County; Huber Heights, Montgomery & Miami Counties annexed area in Greene County; Salem, Columbiana County annexed area in Mahoning County; Sardinia, Brown County annexed area in Highland County; Lithopolis, Fairfield County annexed area in Franklin County; Lockbourne, Franklin County annexed area in Pickaway County; and Tarlton, Pickaway County annexed area in Fairfield County.

Changes are reflected on revised Territory Definitions By County manual pages PV-T-1 through PV-T-9 and List Of Important Cities And Towns manual pages PV-T-10 through PV-T-13.

### 6. Rule 21. Insurance Score

We have revised Insurance Score Factors and incorporated an Adjusted Insurance Score Factor – Renewals procedure (see Actuarial Memorandum).

### 7. Rule 22. Discounts

We have revised the Multi-Policy Discount available when an Auto Policy is combined with: Homeowners or Farmowners (tenant); Homeowners or Farmowners (tenant) and Umbrella; Homeowners or Farmowners (owner occupied); or Homeowners or Farmowners (owner occupied) and Umbrella (see Actuarial Memorandum).

Also, we are introducing a Transfer Discount (similar to our current Renewal Discount) as item E. (subsequent items have been re-lettered accordingly), that may apply on an individual policy basis to new business that is part of an agency agreement to transfer a book of business. If the auto policy has been with the previous company, without lapse, for a minimum of 3 years, a Transfer Discount of 3% shall apply. This discount continues to apply at each subsequent renewal with Western Reserve Group as long as coverage remains continuous through the preceding term, or until the policy is eligible for the Renewal Discount. Additionally, the Transfer Discount may not be applied if the Renewal Discount is provided on the policy.

## OTHER CHANGES

### 1. Primary Classifications – Rating Factors and Statistical Codes – Youthful Operator Pages PV-CF-17 through PV-CF-20

We are making an editorial change correcting the table titles to match the revisions to driver classifications for Youthful Operator (**Rule 4.C.2.a.**) of Age, Sex and Marital Status Classifications as previously approved in filing WSRG-126913562.

### 2. Premium Calculation – Ohio Page PV-PC-1

This automobile premium calculation page has been modified to reflect the availability of the Transfer Discount (Step 17). Additionally, the vertical bar in the margin acknowledges changes are applicable to our Base Rate; Model Year Factor; Deductible Factor; Increased Limit Factor; Multi-Policy Discount Factor; Insurance Score Factor; and Enhancement Endorsement Premium as contained elsewhere in this Rule/Form Filing Memorandum and/or the Actuarial Memorandum.

### 3. Semi-Annual Base Rates – Ohio Pages PV-PC-2 through PV-PC-7

We have modified the Preferred Tier Auto base rates and applied the revised tier relativity factors to the Superior and Standard Tier rates (see Actuarial Memorandum).

### 4. Symbol Factors 2010 and Prior – Model Year Factors – Ohio Page PV-PC-10

We have revised the Model Year Factors to reflect the shift to Base Model Year from 2009 to 2011 per the Actual Memorandum.

# Western Reserve Group

Lightning Rod Mutual Insurance Company  
Western Reserve Mutual Casualty Company

NAIC # 26123  
NAIC # 26131

## Rule/Form Filing Memorandum

OH-20120401-PA-RRF

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**5. Liability and Medical Payments Vehicle Rating Plan Manual – Symbols**  
**Pages PV-PC 15; LMP-1 through LMP-20**

We are adopting ISO's LPMP Vehicle Rating Plan Revisions (ISO filing designation PP-2011-RLP1) that introduces BI & PD Liability Symbols of 225 to 245 and Medical Payments Symbols of 425 to 445 (see Actuarial Memorandum). We will continue to apply Liability and Medical Payments symbols only to model year 2005 and later (OHPC-126027715).

**6. Premium Calculation – Ohio**  
**Page MC-PC-1**

This motorcycle premium calculation page has been modified to reflect the availability of the Transfer Discount (Step 8). Additionally, the vertical bar in the margin acknowledges changes are applicable to our Base Rate; Increased Limit Factor; Deductible Factor; Multi-Policy Discount Factor; and Insurance Score Factor as contained elsewhere in this Rule/Form Filing Memorandum and/or the Actuarial Memorandum.

**7. Motorcycle Semi-Annual Base Rates – Ohio**  
**Pages MC-PC-2 through MC-PC7**

We have modified the Preferred Tier Motorcycle base rates and applied the revised tier relativity factors to the Superior and Standard Tier rates (see Actuarial Memorandum).

**8. Forms Index**  
**Page 1 of 1 – Forms**

We have modified this index page to reflect the new 03 12 edition dates for PV 01 07 Amendment of Policy Provisions – Ohio, PV 01 10 Uninsured/Underinsured Motorists Coverage – Ohio, and PV 01 24 Personal Auto Enhancement Endorsement.

**STATE OF OHIO** )  
 ) ss: **AFFIDAVIT OF PATRICK HENDERSON**  
**COUNTY OF WAYNE** )

**Patrick Henderson, being first duly sworn, says and deposes as follows:**

1. I am Western Reserve Group’s Product Development Manager. I have personal knowledge of the following.

2. Western Reserve Group added the revised definition of an “insured” to the PV 01 07 Amendment of Policy Provisions – Ohio effective 6/1/2012. A true copy of the “Filing Memorandum” is attached as Exhibit A to the Amicus Brief. The only objection related to this specific change posed by the Ohio Department of Insurance was to inquire as to how we would inform insureds.

**Objection 1 (Ohio Department of Insurance)**

Applies To:

- PV 01 07, 03 12, Endorsement/Amendment/Conditions, Amendment Of Policy Provisions - Ohio (Form)
- PV 01 10, 03 12, Endorsement/Amendment/Conditions, Uninsured/Underinsured Motorists Coverage - Ohio (Form)

**Comment: (Ohio Department of Insurance)**

How are current insureds being made aware of the coverage revisions and coverage limitations addressed in the Amendment of Policy Provisions, PV 01 07, and in the Uninsured\Underinsured Motorists Coverage – Ohio, PV 01 10? Provide any disclosure notices presented to the insured.

**Response 1: (Western Reserve Group)**

**Comments:**

We are including - Important Notice - to our policyholders (see attachment - Policyholder Notice PNA2 OH 04 12 Objection1.pdf) with all Personal Auto renewals written in Ohio. We are attaching PNA2 OH 04 12 on all our 6-month policy term renewals from 04/01/2012 through 09/30/2012 and on all our 12-month policy term renewals from 04/01/2012 through 03/31/2013. The form includes policyholder information noting applicable changes implemented to the policy. We submitted an amendment 2-7-12 and the Ohio Policyholder Notice was attached to the amendment.



3. Attached to my affidavit is the Ohio Policyholder Notice that was reviewed and approved by the Ohio Department of Insurance.

4. Reviewing the Policy Form filings with the Ohio Department of Insurance (available publicly), I noted four other insurance carriers that have adopted similar definitions of insureds in their base policies or Ohio Amendatory Endorsements.

- American Family – PRCA-132133271
- Esurance (Allstate) – ESUR-132262203
- Grange – GRAN-132508037
- State Farm – SFMA-133058940

FURTHER AFFIANT SAYETH NAUGHT.

  
\_\_\_\_\_  
PATRICK HENDERSON

SWORN TO BEFORE ME and subscribed in my presence this 3<sup>rd</sup> day of

January, 2023.

  
\_\_\_\_\_  
NOTARY PUBLIC

DAVID LEE JARRETT, Attorney At Law  
NOTARY PUBLIC, STATE OF OHIO  
My commission has no expiration date.  
Section 147.08 R.C.



Western Reserve Mutual Casualty Company  
Lightning Rod Mutual Insurance Company  
Sonnenberg Mutual Insurance Company

## IMPORTANT NOTICE

### **YOUR PERSONAL AUTO INSURANCE POLICY HAS BEEN CHANGED.**

### **COVERAGE MAY HAVE BEEN REDUCED, RESTRICTED, OR REMOVED FROM YOUR POLICY.**

**Please read this Important Notice and the enclosed documents carefully.**

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We are providing this notice in order to make you aware of changes to your insurance policy. A summary of the changes to your policy is provided below. The summary includes a reference to the portion of the policy or endorsement that is different from your previous policy. Your policy includes multiple forms. The policy you purchased may not contain all of the forms listed below.

Please read your insurance policy and the endorsements to your policy. This document does not provide coverage or change the terms of your insurance policy. If there is any conflict between this notice and your policy, the terms of the policy control.

Your agent's name and telephone number is provided at the top of this notice. If you have any questions about the changes in your policy, please contact your agent.

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### **PERSONAL AUTO POLICY FORMS Summary of Changes**

#### **PERSONAL AUTO POLICY FORMS**

PP 00 01 01 05 Personal Auto Policy  
PV 01 07 03 12 Amendment Of Policy Provisions – Ohio  
PV 01 10 03 12 Uninsured/Underinsured Motorists Coverage – Ohio  
PV 01 24 03 12 Personal Auto Enhancement Endorsement

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**PP 00 01 01 05 – Personal Auto Policy**  
**PV 01 07 03 12 – Amendment Of Policy Provisions – Ohio**

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**The following coverages have been reduced, restricted or removed:**

- 1. Insuring Agreement. Part A – Liability Coverage, B.2. – Definition of Insured; Part B – Medical Payments Coverage, B.2 – Definition of Insured.**

**The following exclusions have been added or changed:**

- 1. Any vehicle while leased or rented to others or given in exchange for any compensation. Part A – Liability Coverage, B.**

**PERSONAL AUTO POLICY FORMS**

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**PP 00 01 01 05 – Personal Auto Policy**  
**PV 01 07 03 12 – Amendment Of Policy Provisions – Ohio**

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The following exclusions have been added or changed: (continued)

2. Sustained while occupying any vehicle while leased or rented to others or given in exchange for any compensation. *Part B – Medical Payments Coverage*
3. Loss to any vehicle while leased or rented to others or given in exchange for any compensation. *Part D – Coverage For Damage To Your Auto.*

Other changes which may include policy clarification, expansion of coverage or limits or other changes:

1. Examination under oath. *Part E – Duties After An Accident Or Loss, B.3.b.*

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**PP 00 01 01 05 – Personal Auto Policy**  
**PV 01 10 03 12 – Uninsured/Underinsured Motorists Coverage – Ohio**

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The following coverages have been reduced, restricted or removed:

1. Insuring Agreement. *Part C – Uninsured/Underinsured Motorists Coverage, B.2. – Definition of Insured*
2. Insuring Agreement. *Part C – Uninsured/Underinsured Motorists Coverage, B.3. – Definition of Insured that read as follows:*

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.

*has been removed.*

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**PP 00 01 01 05 – Personal Auto Policy**  
**PV 01 24 03 12 – Personal Auto Enhancement Endorsement**

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Other changes which may include policy clarification, expansion of coverage or limits or other changes:

1. Rental Car – Diminution In Value. *Part D – Coverage For Damage To Your Auto*

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Please contact your agent for assistance with any questions concerning this notice or your policy.