

“(L) As used in this section, ‘automobile liability or motor vehicle liability policy of insurance means either of the following:

“* * *

“(2) Any umbrella liability policy of insurance written as excess over one or more policies described in division (L)(1) of this section.”

{¶4} Under this version of the statute, as long as any of the insurance policies underlying Argonaut’s umbrella policy are motor vehicle liability policies, then the umbrella policy is also a motor vehicle liability policy. The Argonaut umbrella policy defines “underlying insurance” as:

“SECTION VI-DEFINITIONS

“* * *

“r. “Underlying insurance” means

“(1) the policies listed in Item 6 of the Declarations, including any renewal or replacement of such policies; and

“(2) any other insurance available to the insured except insurance purchased specifically to be either quota share with or excess of this policy.”

{¶5} Because the Westfield commercial auto policy falls within the definition of “underlying insurance,” as defined in Argonaut’s umbrella policy, the Argonaut umbrella policy is a motor vehicle liability policy under the S.B. 57 version of R.C. 3937.18(L)(2). Therefore, Argonaut’s umbrella policy contains UM coverage of \$1,000,000 even though we previously determined Argonaut’s CGL policy is not a motor vehicle liability policy.

{¶6} “IT IS SO ORDERED.”