

SERFF Tracking Number: CNNA-125338260 State: Arkansas
Filing Company: The Cincinnati Insurance Company State Tracking Number: AR-PC-07-026594
Company Tracking Number: CCA-07-6028-AR
TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto
Product Name: CCA-07-6028-AR
Project Name/Number: /

Filing at a Glance

Company: The Cincinnati Insurance Company

Product Name: CCA-07-6028-AR

TOI: 20.0 Commercial Auto

Sub-TOI: 20.0001 Business Auto

Filing Type: Form

SERFF Tr Num: CNNA-125338260 State: Arkansas

SERFF Status: Closed

Co Tr Num: CCA-07-6028-AR

Co Status:

Author: Sharon Grubbs

Date Submitted: 10/29/2007

State Tr Num: AR-PC-07-026594

State Status:

Reviewer(s): Betty Montesi,
Llyweyia Rawlins

Disposition Date: 10/31/2007

Disposition Status: Approved

Effective Date Requested (New): 05/01/2008

Effective Date Requested (Renewal):

Effective Date (New): 05/01/2008

Effective Date (Renewal):

General Information

Project Name:

Project Number:

Reference Organization:

Reference Title:

Filing Status Changed: 10/31/2007

State Status Changed: 10/29/2007

Corresponding Filing Tracking Number:

Filing Description:

At this time, we wish to file form(s) per the attached memorandum.

Status of Filing in Domicile: Not Filed

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

Final copies are attached for your review.

Filing fees will be sent through the Electronic Filing Fee System as a (EFT) filing.

Please be advised that we work on a 90-days-in-advance schedule. As a result, we would appreciate your approval by February 1, 2008, for the software to be mailed to our agents on March 1, 2008, for the effective date of May 1, 2008.

Your approval is respectfully requested for use on policies effective on or after May 1, 2008.

SERFF Tracking Number: CNNA-125338260 State: Arkansas
 Filing Company: The Cincinnati Insurance Company State Tracking Number: AR-PC-07-026594
 Company Tracking Number: CCA-07-6028-AR
 TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto
 Product Name: CCA-07-6028-AR
 Project Name/Number: /

Company and Contact

Filing Contact Information

Sharon Grubbs, Senior Filings Analyst sharon_grubbs@cinfin.com
 6200 S. Gilmore Road (513) 870-2091 [Phone]
 Fairfield, OH 45014 ()-[FAX]

Filing Company Information

The Cincinnati Insurance Company CoCode: 10677 State of Domicile: Ohio
 6200 S. Gilmore Road Group Code: 244 Company Type:
 Fairfield, OH 45014 Group Name: State ID Number:
 (513) 870-2000 ext. [Phone] FEIN Number: 31-0542366

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Cincinnati Insurance Company	\$50.00	10/29/2007	16362185

SERFF Tracking Number: CNNA-125338260

State: Arkansas

Filing Company: The Cincinnati Insurance Company

State Tracking Number: AR-PC-07-026594

Company Tracking Number: CCA-07-6028-AR

TOI: 20.0 Commercial Auto

Sub-TOI: 20.0001 Business Auto

Product Name: CCA-07-6028-AR

Project Name/Number: /

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	10/31/2007	10/31/2007

SERFF Tracking Number: CNNA-125338260

State: Arkansas

Filing Company: The Cincinnati Insurance Company

State Tracking Number: AR-PC-07-026594

Company Tracking Number: CCA-07-6028-AR

TOI: 20.0 Commercial Auto

Sub-TOI: 20.0001 Business Auto

Product Name: CCA-07-6028-AR

Project Name/Number: /

Disposition

Disposition Date: 10/31/2007

Effective Date (New): 05/01/2008

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: CNNA-125338260 State: Arkansas
 Filing Company: The Cincinnati Insurance Company State Tracking Number: AR-PC-07-026594
 Company Tracking Number: CCA-07-6028-AR
 TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto
 Product Name: CCA-07-6028-AR
 Project Name/Number: /

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	No
Supporting Document	PROPERTY & CASUALTY TRANSMITTAL	Approved	Yes
Supporting Document	FORM FILING SCHEDULE	Approved	Yes
Supporting Document	MEMORANDUM	Approved	Yes
Form	ARKANSAS PERSONAL INJURY PROTECTION	Approved	Yes
Form	ARKANSAS UNINSURED AND UNDERINSURED MOTORISTS COVERAGE	Approved	Yes
Form	ARKANSAS UNINSURED MOTORISTS COVERAGE - PROPERTY DAMAGE	Approved	Yes

SERFF Tracking Number: CNNA-125338260

State: Arkansas

Filing Company: The Cincinnati Insurance Company

State Tracking Number: AR-PC-07-026594

Company Tracking Number: CCA-07-6028-AR

TOI: 20.0 Commercial Auto

Sub-TOI: 20.0001 Business Auto

Product Name: CCA-07-6028-AR

Project Name/Number: /

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	ARKANSAS PERSONAL INJURY PROTECTION	AA 269 AR	01 08	Policy/Coverage Replaced Form	Replaced Form #:0.00 CA 22 02 12 96 Previous Filing #: CCA-05-6004-AR		AA269AR 01-08.pdf
Approved	ARKANSAS UNINSURED AND UNDERINSURED MOTORISTS COVERAGE	AA 4028 AR	01 08	Policy/Coverage Replaced Form	Replaced Form #:0.00 AA 4028 AR 05 02 Previous Filing #: CCA-02-6010-AR		AA4028AR 01-08.pdf
Approved	ARKANSAS UNINSURED MOTORISTS COVERAGE - PROPERTY DAMAGE	AA 4029 AR	01 08	Policy/Coverage Replaced Form	Replaced Form #:0.00 AA 4029 AR 10 06 Previous Filing #: CCA-06-6031-AR		AA4029AR 01-08.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS PERSONAL INJURY PROTECTION

Throughout this endorsement "you" and "your" refer to the organization(s) and a natural person(s) shown as a Named Insured on this endorsement. "You" and "your" do not refer to any other person(s) or organization(s), including but not limited to agents, employees, servants, members, shareholders or independent contractors of any person or organization shown as a Named Insured on this endorsement.

For a covered "auto" licensed or principally garage in, or "garage operations" conducted in Arkansas, this endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Coverage Form effective on the effective date of the Coverage Form unless another date is indicated below.

Endorsement Effective:	Policy Number:
Named Insured:	

SCHEDULE

Item 1. This endorsement provides only those coverages where a premium is shown in the Schedule. Each of these coverages applies only to the vehicles shown as covered "autos" as indicated by entry in Item 2. Our limit of insurance for each coverage shall be as stated in this endorsement and subject to all its terms.

Coverages	Limit of Insurance	Premium
Medical Expenses	\$ each person	\$
Work Loss	As stated in the Limit of Insurance	\$
Accidental Death Benefit	\$5,000 per eligible injured person	\$

Item 2. Designation of Covered "Autos"

(a) Description of Covered "Auto" for which Medical Expenses applies:

Any "auto" registered or principally garaged in Arkansas which is (check appropriate box):

- An owned "auto" under the Coverage Form's LIABILITY COVERAGE.
- Owned by you.
- A "private passenger auto" owned by you.
- _____

(b) Description of covered "autos" for which "Work Loss" applies:

Any "private passenger auto" which is:

Registered or principally garaged in Arkansas and is (check appropriate box):

- An owned "auto" under the Coverage Form's LIABILITY COVERAGE.
- Owned by you.
- _____

(c) Description of covered "autos" for which the Accidental Death Benefit applies:

Any "private passenger auto" which is:

Registered or principally garaged in Arkansas and is (check appropriate box):

- An owned "auto" under the Coverage Form's LIABILITY COVERAGE.
- Owned by you.
- _____

A. Coverage

1. Medical Expenses

We will pay "medical expense" benefits to or for an "insured" who sustains "bodily injury" in an "accident" arising out of the maintenance or use of an "auto" as an "auto".

2. Work Loss

We will pay "work loss" benefits to or for an "insured" who sustains "bodily injury" in an "accident" arising out of the maintenance or use of an "auto" as an "auto".

3. Accidental Death Benefit

We will pay the amount stated in the schedule for the death of an "insured" resulting directly and independently of all other causes from "bodily injury" caused by "accident" and arising out of the maintenance or use of an "auto" as an "auto", if the death occurs within one year from the date of the "accident".

B. Who is an Insured

1. The following are "insureds" for Medical Expenses:

- a. You.
- b. If you are an individual, any "family member".
- c. Any other person while "occupying" or as a "pedestrian" through being struck by the covered "auto".
- d. Any other person while "occupying" an "auto" other than the covered "auto". The "bodily injury" must be caused by:
 - (1) Your use of the "auto", or
 - (2) That of a private chauffeur or domestic servant on your behalf, or

(3) A "family member" provided the "auto" is a "private passenger auto" or trailer.

2. The following are "insureds" for Work Loss and Accidental Death Benefits:

- a. You.
- b. If you are an individual, any "family member".
- c. Any person while "occupying" or as a "pedestrian" through being struck by the covered "auto".

C. Exclusions

1. We will not pay "medical expenses" for "bodily injury":

- a. Sustained by any person to the extent that benefits therefore are in whole or in part paid or payable, under any workers' compensation law, employer's disability law, pension statutes, or any similar law.
- b. Sustained by you while "occupying" any "auto" that is owned by you or is furnished or available for your regular use which is not a covered "auto".
- c. Sustained by any "family member" while "occupying" any "auto" owned by or regularly made available to either you or such "family member" which is not a covered "auto".
- d. Sustained by any person other than you or a "family member" while "occupying" any "auto" owned by or regularly made available to either you or any "family member" which is not a covered "auto".
- e. Sustained by any person while "occupying" the covered "auto" while used as a public or livery conveyance unless the use is stated in the declarations.

- f. Sustained by any person other than you or a "family member" while "occupying" any "auto" other than a covered "auto" while used as a public or livery conveyance.
 - g. Sustained by any person, other than you or any "family member",
 - (1) While "occupying" any "auto" other than the covered "auto" arising out of conduct occurring within the course of a business of selling, repairing, servicing, storing or parking motor vehicles, or
 - (2) Arising out of the maintenance or use of any "auto" other than the covered "auto" or a motorcycle by such person conducting any other business or occupation unless the "bodily injury" is the result of the use or occupancy of a "private passenger auto" by you or your private chauffeur or domestic servant, or of a trailer used with the "private passenger auto" or covered "auto".
 - h. Sustained by any person while either operating the covered "auto" without your consent or while not in lawful possession of the covered "auto".
 - i. Sustained by any person while "occupying" any "auto" other than the covered "auto" unless the person has the expressed or implied consent of the owner to use the "auto".
 - j. Due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.
 - k. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.
2. We will not pay "work loss" or accidental death benefits for "bodily injury" or death:
- a. Sustained by any person to the extent that benefits therefore are in whole or in part paid or payable under any workers' compensation law, employers' disability law, pension statutes, or similar law. However, this exclusion does not apply to Accidental Death Benefits.
 - b. Sustained by you while "occupying" any "private passenger auto" you own or is furnished or is available for your regular use, which is not a covered "auto".
 - c. Sustained by a "family member" while "occupying" any "private passenger auto", owned or furnished or available for your regular use or that of a "family member", which is not a covered "auto".
 - d. Sustained by any "family member", if the "family member" is entitled, as a named insured under any other motor vehicle insurance policy to similar benefits equal to or greater than that prescribed by Ark. Stat. Ann. Sections 23-89-201 - 23-89-208.
 - e. Sustained by any person other than you or a "family member" if the person is entitled, as a named insured or "family member" under any other motor vehicle insurance policy to similar benefits equal to or greater than that prescribed by Ark. Stat. Ann. Sections 23-89-201 - 23-89-208.
 - f. Sustained by any person while either operating the covered "auto" without your consent or while not in lawful possession of the covered "auto".
 - g. Due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.
 - h. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.
- D. Limit of Insurance**
- 1. Medical Expenses**
- Regardless of the number of "insureds", policies or bonds applicable, claims made, premiums paid or covered "autos" to which this coverage applies, the most we will pay for "medical expenses" to each person for all expenses incurred by or on behalf of each person who sustains "bodily injury" as a result of any one motor vehicle accident is the Limit of Insurance shown in the Schedule. However, with respect to "bodily injury" sustained by a pedestrian other than you or a "family member" through being struck by the covered "auto", the Limit of Insurance shall be the amount shown in the Schedule or \$5,000, whichever is less.
- 2. Work Loss**
- Regardless of the number of "insureds", policies or bonds applicable, claims made, premiums paid or covered "autos" to which this coverage applies, the most we will pay for "work loss" is:
- a. With respect to an income earner, 70% of loss of gross income per week not to exceed \$140.00 per week;

- b. With respect to a non-income earner, a sum not to exceed \$70 per week or pro rata for a lesser period.

E. Changes In Conditions

The **Conditions** are changed for **Personal Injury Protection** as follows:

1. **Duties in the Event of Accident Claim, Suit or Loss** is amended by the addition of the following:

- a. If an "insured" or his or her legal representative institutes legal action for damages for "bodily injury", he or she must promptly give us a copy of the summons and complaint or other process served in connection with the legal action.
- b. The "insured" or someone on his or her behalf must promptly give us:
 - (1) Written proof of claim, under oath if required;
 - (2) Full particulars of the nature and extent of the "bodily injury", treatment and rehabilitation received and contemplated; and
 - (3) Such other information that will help us determine the amount due and payable.
- c. You and any other involved "insured" must cooperate with us in the investigation, settlement or defense of the claim or "suit". Cooperation includes, but is not limited to, identifying all parties who may be responsible for the "accident" and all insurers who may be obligated to provide coverage.

2. The following **Transfer of Rights of Recovery Against Others to Us** Condition is applicable to **Medical Expense** and **Work Loss**:

If any person or organization to or for whom we make payment under the Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

3. The **Other Insurance** Condition in the **Business Auto** and **Garage Coverage Forms** and the **Other Insurance Primary and Excess Insurance Provisions** in the **Truckers** and **Motor Carrier Coverage Forms** is replaced for **Medical Expenses** by the following:

With respect to "bodily injury" sustained by a "family member" if such "family member"

is entitled to coverage for "medical expenses" or any similar coverage as a named insured under the terms of any other motor vehicle insurance policy providing direct benefits without regard to fault, this insurance shall apply only as excess insurance over any other collectible insurance available to the "family member" under another policy.

With respect to "bodily injury" sustained by any person other than the named insured or a "family member", if such person is entitled to coverage for medical expenses or any similar coverage as a named insured or "family member" under the terms of any other motor vehicle insurance policy providing direct benefits without regard to fault, this insurance shall apply only as excess insurance over any other collectible insurance available to such person under another policy.

Except as provided in this section, if the "insured" is entitled to coverage for "medical expenses" under the terms of this or any other motor vehicle insurance policy against a loss covered under **Medical Expenses**, we shall not be liable under this Coverage Form for a greater proportion of such loss than the applicable Limit of Insurance that our Coverage Form bears to the total applicable Limit of Insurance of all such motor vehicle insurance.

However, we will provide primary insurance for a motor vehicle the "insured" does not own if:

- a. A duly licensed automobile dealer provides a motor vehicle to the "insured" or a "family member":
 - (1) For use as a temporary substitute for any other covered "auto" while it is out of normal use because of its breakdown, repair or servicing; or
 - (2) To demonstrate the motor vehicle; or
- b. The motor vehicle is rented or leased for a period not more than 90 days by the "insured" or a "family member" from a rental company that rents primarily private passenger vehicles.

No "insured" may recover duplicate "medical expense" benefits for the same elements of "loss".

4. The **Other Insurance** Condition in the **Business Auto** and **Garage Coverage Forms** and the **Other Insurance - Primary and Excess Insurance Provisions** in the **Truckers** and **Motor Carrier Coverage**

Forms is replaced for **Work Loss** and the **Accidental Death Benefit** by the following:

With respect to "bodily injury" sustained by any person other than the named insured or "family member", the coverage for **Work Loss** and the **Accidental Death Benefit** shall apply only as excess insurance over any other collectible insurance available to such person under another policy. We shall be liable under this Coverage Form only in the amount that this Coverage Form's limit of insurance exceeds the applicable limit of insurance of such other insurance.

If an "insured" who is a named insured or "family member" has other collectible insurance available under any other motor vehicle insurance policy, the maximum recovery under all policies will not exceed the amount payable under the policy with the highest dollar limit of benefits. We shall not be liable for a greater proportion of any loss than the Limit of Insurance that our Coverage Form bears to the sum of the applicable Limits of Insurance of this insurance and such other insurance.

However, we will provide primary insurance for a motor vehicle the "insured" does not own if:

a. A duly licensed automobile dealer provides a motor vehicle to the "insured" or a "family member":

(1) For use as a temporary substitute for any other covered "auto" while it is out of normal use because of its breakdown, repair or servicing; or

(2) The motor vehicle is rented or leased for a period not more than 90 days by the "insured" or a "family member" from a rental company that rents primarily private passenger vehicles.

5. The following **Conditions** are added:

a. The following Payment of Benefits Condition is applicable to **Medical Expenses and Work Loss**:

We may pay the "insured" or any person or organization rendering the services and such payment shall reduce the amount payable under this Coverage Form for such injury.

b. The following **Reimbursement and Trust** Condition is applicable to **Medical Expenses and Work Loss**:

If we make any payment to or on behalf of any "insured" under this coverage and the "insured" recovers any sums from another party, the "insured" shall hold the proceeds

in trust for us and pay us back the amount we have paid. We will have a lien against such payment, and may give notice of the lien to the person or organization causing "bodily injury", his or her agent or insurer or a court having jurisdiction in the matter. We will be entitled to a recovery only after the person has been fully compensated for damages by another party.

c. **Coordination and Non-Duplication**

(1) "Medical expense" benefits that are paid or payable under this or any other Coverage Form or Policy because of "bodily injury" to an "insured" shall not be duplicated under Uninsured Motorists Coverage.

(2) Any automobile medical payments or automobile "medical expense" insurance provided under the Coverage Form with respect to an insured "auto" which is registered or principally garaged in Arkansas is replaced by the coverage provided under the **Medical Expense** part of this Coverage Form.

F. **Additional Definitions**

1. The definition of "auto" in the **Definitions** Section applies and includes:

a. An "auto" not owned by you that is used as a temporary substitute for a covered "auto" due to the covered "auto's" breakdown, repair, servicing, "loss" or destruction.

b. A trailer of a type used with a "private passenger auto" if it is not being used for business purposes with another type vehicle.

However, "auto" does not include:

a. A farm type tractor or other equipment designed for use principally off public roads, while not upon public roads.

b. A vehicle operated upon rails or crawler-treads, or

c. A vehicle located for use as a residence or premises.

2. "Occupying" means in, upon, getting in, on, out or off.

3. As used in this endorsement:

a. "Medical Expense" means all reasonable and necessary expenses incurred within two years from the date of accident for medical, hospital, x-ray, professional nursing, dental, surgical, ambulance, prosthetic and funeral expenses and for any nonmedical reme-

dial care and treatment rendered in accordance with the recognized religious method of healing, however, it does not include expenses in excess of those for a semi-private room, unless more intensive care is medically required.

- b.** "Pedestrian" means any person who is not "occupying" any vehicle other than a motorcycle or a vehicle operated by human or animal power.
- c.** "Private passenger auto" means an "auto" which is a private passenger, station wagon or jeep type automobile.
- d.** "Family member" means a natural person who is related to you, and is a resident of the same household as a natural person shown as a Named Insured on this endorsement. Such rela-

tion may be by blood, marriage or adoption and may include a ward or foster child.

e. "Work Loss" means:

- (1)** With respect to an income earner, loss of income from work the "insured" would have earned had he or she not sustained "bodily injury", or
- (2)** With respect to a non-income earner, expenses reasonably incurred in obtaining ordinary and necessary services in lieu of those the "insured" would have performed, not for income but for his or her benefit or the benefit of his or her family had the "bodily injury" not been sustained.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

Throughout this endorsement "you" and "your" refer to the organization(s) and a natural person(s) shown as a Named Insured on this endorsement. "You" and "your" do not refer to any other person(s) or organization(s), including but not limited to agents, employees, servants, members, shareholders or independent contractors of any person or organization shown as a Named Insured on this endorsement.

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Arkansas, this endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the Coverage Form effective on the effective date of the Coverage Form unless another date is indicated below.

Endorsement Effective:	Policy Number:
Named Insured:	

SCHEDULE

Uninsured Motorists Coverage	"Bodily Injury"	\$	Each "Accident"
Underinsured Motorists Coverage	"Bodily Injury"	\$	Each "Accident"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The definitions of "uninsured motor vehicle" and "underinsured motor vehicle" apply unless an "x" is entered below:

If an "x" is entered in this box, only the definition of "uninsured motor vehicle" applies.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or operator of:

a. An "uninsured motor vehicle" as defined in paragraph **F.4.a.** and **b.** or an "underinsured motor vehicle" as defined in **F.5.** because of "bodily injury".

(1) Sustained by the "insured"; and

(2) Caused by an "accident".

b. An "uninsured motor vehicle" as defined in Paragraph **F.4.c.** because of

"bodily injury" sustained by an "insured".

The owner's or operator's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle" or "underinsured motor vehicle". The "insured" shall be required to prove all elements of the "insureds" claim that are necessary to recover from the owner or operator of the "uninsured motor vehicle" or "underinsured motor vehicle".

2. With respect to damages resulting from an "accident" with an "underinsured motor vehicle", we will pay under this endorsement only if **a.** or **b.** below applies:

- a. The limits of insurance under all applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
- b. A tentative settlement has been made between an "insured" and a person(s) or organization(s) who may be legally responsible for the "accident", or the insurer or legal representative of such person(s) or organization(s) and we:
 - (1) Have been given prompt written notice of such tentative settlement; and
 - (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

However, this Paragraph **b.** does not apply if the "underinsured motor vehicle" is insured by us for Liability Coverage.

- 3. Any judgment for damages arising out of a "suit" brought without our written consent to both the "suit" and the judgment is not binding on us.

B. Who is an Insured

The following are "insureds":

- 1. If any natural persons are specifically listed as a Named Insured on this endorsement, the following persons are "insureds":
 - a. Natural persons specifically listed as a Named Insured on this endorsement;
 - b. "Family members" of natural persons specifically listed as a Named Insured on this endorsement;
 - c. Any natural person, but only for injuries that occur while "occupying" an "auto" for which coverage is provided in the Coverage Form or a temporary substitute for such covered "auto". In such case, the covered "auto" must be out of service because of its break down, repair, servicing, "loss" or destruction; and
 - d. Any natural person, but only for damages he or she is entitled to recover because of "bodily injury" sustained by an "insured" described in Paragraphs **B.1.a., b. or c.**
- 2. If an entity other than a natural person is listed as a Named Insured on this endorsement, and no natural persons are

listed as a Named Insured in the endorsement, the following persons are "insureds":

- a. Any natural person, but only for injuries that occur while "occupying" an "auto" for which coverage is provided in the Coverage Form or a temporary substitute for such covered "auto". In such case, the covered "auto" must be out of service because of its break down, repair, servicing, "loss" or destruction.
- b. Any natural person is an "insured", but only for damages he or she is entitled to recover because of "bodily injury" sustained by an "insured" described in Paragraph **B.2.a.**

C. Exclusions

This insurance does not apply to:

- 1. Any claim settled with the person(s) or organization(s) legally responsible for the "accident" or the insurer or legal representative of such person(s) or organization(s) without our consent. However, this Exclusion (**C.1.**) does not apply to a settlement made with the insurer of an "underinsured motor vehicle."
- 2. The direct or indirect benefit of any insurer or self-insurer under any personal injury protection benefits, workers' compensation, disability benefits, pension statutes, or similar laws.
- 3. "Bodily injury" sustained by an "insured" while the "insured" is operating or "occupying" a "motor vehicle" owned by, furnished to, or available for the regular use of a Named Insured or, if the Named Insured is a natural person, a spouse or a resident relative of such Named Insured, if the "motor vehicle" is not specifically identified in the Coverage Form or is not a newly acquired or replacement "motor vehicle" covered under the terms of the Coverage Form.
- 4. "Bodily injury" suffered by any person while operating or "occupying" a "motor vehicle" without reasonable belief that he or she is entitled to do so. Under no circumstances will a person whose license has been suspended, revoked or never issued be held to have a reasonable belief that he or she is entitled to operate a "motor vehicle".
- 5. Punitive or exemplary damages that are imposed by a court of law to:
 - a. Punish a wrongdoer; and
 - b. Deter others from similar conduct.

D. Limit of Insurance

1. Regardless of the number of policies, covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages, including damages claimed by any person or organization for care, loss of services, or death due to and arising out of any one "accident" is the limit of **Uninsured Motorists Coverage** or **Underinsured Motorists Coverage** shown in the Schedule or the Declarations.
2. The limit of insurance provided in this endorsement shall be reduced by all sums available for payment to the "insured" for "bodily injury" under all liability bonds or policies covering persons or organizations legally liable for the "accident".
3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this endorsement and any Liability Coverage Form.

We will not make a duplicate payment under this endorsement for any element of "loss" for which payment has been made by or for anyone who is legally liable.

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 workers' compensation, personal injury protection benefits, disability benefits, pension statutes or similar laws, including medical payments made under any statute.

E. Changes in Conditions

The **Conditions for Arkansas Uninsured and Underinsured Motorists Coverage** are changed as follows:

1. With respect to an "uninsured motor vehicle" or "underinsured motor vehicle", the **Other Insurance Condition** in the Business Auto and Garage Coverage Forms and **Other Insurance Primary and Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.

- b. Any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible uninsured motorists insurance. We will pay only the amount by which the limit of insurance for this coverage exceeds the limits of such other insurance.

- c. If coverage under this endorsement is provided:

- (1) 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 insurance bears to the total of all applicable limits of insurance for coverage on a primary basis.

- (2) 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 insurance bears to the total of all applicable limits of insurance for coverage on an excess basis.

However, we will provide primary insurance for a "motor vehicle" the "insured" does not own if:

- (1) A duly licensed automobile dealer provides a "motor vehicle" to the "insured" or a "family member":

- (a) For use as a temporary substitute for any other covered "auto" while it is out of normal use because of its break down, repair or servicing; or

- (b) To demonstrate the "motor vehicle"; or

- (2) The "motor vehicle" is rented or leased for a period not more than 90 days by the "insured" or a "family member" from a rental company that rents primarily private passenger vehicles.

2. **Duties in the Event of Accident, Claim, Suit or Loss** is changed by adding the following:

- a. You or any other involved "insured" must promptly notify the police if a hit-and-run driver is involved;

- b. You or any other involved "insured" must promptly send us copies of the legal papers if a "suit" is brought;
- c. You and any other involved "insured" must cooperate with us in the investigation, settlement or defense of the claim or "suit". Cooperation includes, but is not limited to, identifying all parties who may be responsible for the "accident" and all insurers who may be obligated to provide coverage; and
- d. A person seeking Underinsured Motorists Coverage must also promptly notify us in writing, by certified mail-return receipt requested, of a tentative settlement between the "insured" and a person(s) or organization(s) who may be legally responsible for the "accident", or the insurer or legal representative of such person(s) or organization(s), and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the person(s) or organization(s) who may be legally responsible for the "accident", or the insurer or legal representative of such person(s) or organization(s).

Written notice of a tentative settlement must include:

- (1) Written documentation of monetary losses incurred, including copies of all medical bills;
- (2) Written authorization or a court order authorizing us to obtain medical reports from all employers and medical providers; and
- (3) Written confirmation from the insurer of the "underinsured motor vehicle" of the Liability Coverage limits of the owner or operator of the "underinsured motor vehicle".

However, this Paragraph **d.** does not apply if the "underinsured motor vehicle" is insured by us for Liability Coverage.

3. Transfer of Rights of Recovery Against Others to Us is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

Our rights do not apply under this provision with respect to Underinsured Motorists Coverage if:

- a. The "underinsured motor vehicle" is insured by us for Liability Coverage; or
- b. The "underinsured motor vehicle" is not insured by us for Liability Coverage and we:
 - (1) Have been given prompt written notice by certified mail return receipt requested of a tentative settlement between an "insured" and a person(s) or organization(s) who may be legally responsible for the "accident", or the insurer or legal representative of such person(s) or organization(s); 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:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- b. We also have a right to recover the advanced payment.

4. The following Conditions are added:

a. Two or More Coverage Forms or Policies Issued by Us

If coverage under this endorsement and any other Coverage Form or policy issued to you by us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this endorsement.

b. Legal Action Against Us

No lawsuit or action whatsoever or any proceeding in arbitration shall be brought against us for the recovery

of any claim under the provisions of the Uninsured Motorists Coverage or Underinsured Motorists Coverage of this Coverage Form unless the "insured" has satisfied all of the things that "insured" is required to do under the terms and conditions of this endorsement. Any claim or "suit" for Uninsured Motorists Coverage or Underinsured Motorists Coverage must be brought within five (5) years of the date of the "accident" causing the "bodily injury". Our subrogation rights also must not be prejudiced.

c. Arbitration

(1) If we and an "insured" do not agree:

- (a) Whether that person is legally entitled to recover damages from a party responsible for the "accident"; or
- (b) As to the amount of damages, that may be recovered;

The matter may be settled by arbitration. However, disputes concerning coverage under this endorsement may not be arbitrated.

We and the "insured" must mutually agree to arbitrate the disagreements. If the "insured" and we do not agree to arbitrate, then the disagreement will be resolved in a court having competent jurisdiction.

If arbitration is used, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days as to a third arbitrator, either may request that selection be made by a judge or a court having jurisdiction. Each party will:

- (a) Pay the expenses it incurs; and
- (b) Bear the expenses of the third arbitrator equally.

(2) Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitra-

tors will not be binding on either party.

F. Additional Definitions

As used in this endorsement:

- 1. "Family member" means a natural person who is related to, and is a resident of the same household as a natural person shown as a Named Insured on this endorsement. Such relation may be by blood, marriage or adoption and may include a ward or foster child.
- 2. "Motor vehicle" means a self-propelled vehicle designed for use and principally used on public roads, including an automobile, truck, semi-tractor, motorcycle, and bus. "Motor vehicle" also includes a motor home, provided the motor home is not stationary and is not being used as a temporary or permanent residence or office. "Motor vehicle" does not include a trolley, streetcar, "trailer", railroad engine, railroad car, motorized bicycle, golf cart, off-road recreational vehicle, snowmobile, fork lift, aircraft, watercraft, construction equipment, farm tractor or other vehicle designed and principally used for agricultural purposes, mobile home, vehicle traveling on treads or rails, or any similar vehicle.
- 3. "Occupying" means in, upon, getting in, on, out or off.
- 4. "Uninsured motor vehicle" means a land "motor vehicle" or "trailer":
 - a. For which no liability bond or policy applies at the time of an "accident".
 - b. For which an insuring or bonding company denies coverage or is or becomes insolvent.
 - c. That is a hit-and-run vehicle and neither the operator nor owner can be identified. The vehicle must either:
 - (1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or
 - (2) Cause "bodily injury" to an "insured" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

We will only accept competent evidence which may include the testimony, under oath, of a person making claim under this or similar coverage.

However, "uninsured motor vehicle" does not include any "motor vehicle":

- (1) Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law.
- (2) Owned by a governmental unit or agency.
- (3) Designed for use mainly off public roads while not on public roads.
- (4) Defined as an "underinsured motor vehicle".
- (5) Owned by or furnished or available for your regular use or that of any "family member" or any other "insured".
- (6) For which liability coverage is afforded under this Coverage Form.

5. "Underinsured motor vehicle" means a land "motor vehicle" or "trailer" for which

the sum of the limits of coverage available for payment to the "insured" under all liability bonds or policies covering person(s) or organization(s) liable to the "insured" at the time of an "accident" are less than the Limit of Insurance available for payment to the "insured" under this endorsement.

However, "underinsured motor vehicle" does not include any "motor vehicle":

- a. Owned or operated by a self-insurer under any applicable motor vehicle law.
- b. Owned by a governmental unit or agency.
- c. Designed for use mainly off public roads while not on public roads.
- d. Defined as an "uninsured motor vehicle".
- e. Owned by or furnished or available for your regular use or that of any "family member" or any other "insured".
- f. For which liability coverage is afforded under this Coverage Form.

d. Any natural person, buy only for damages he or she is entitled to recover because of "bodily injury" sustained by an "insured" described in Paragraphs **B.1.a., b. or c.**

2. If an entity other than a natural person is listed as a Named Insured on this endorsement, and no natural persons are listed as a Named Insured in the endorsement, the following persons are "insureds":

a. Any natural person, but only for injuries that occur while "occupying" an "auto" for which coverage is provided in the Coverage Form or a temporary substitute for such covered "auto". In such case, the covered "auto" must be out of service because of its break down, repair, servicing, "loss" or destruction.

b. Any natural person is an "insured", but only for damages he or she is entitled to recover because of "bodily injury" sustained by an "insured" described in Paragraph **B.2.a.**

C. Exclusions

This insurance does not apply to:

1. Any claim settled with the person(s) or organization(s) legally responsible for the "accident" or the insurer or legal representative of such person(s) or organization(s) without our consent.
2. The direct or indirect benefit of any insurer of property.
3. Property contained in the covered "auto".
4. "Property damage" to any "motor vehicle" owned by you or any "family member" which is not a covered "auto".
5. The first \$200 of the amount of "property damage" to a covered "auto" as a result of any one "accident". However, this exclusion does not apply if:
 - a. Your covered "auto" is insured for collision coverage under this Coverage Form, and
 - b. The operator of the vehicle causing the "accident" has been positively identified and is solely at fault.

D. Limit of Insurance

1. Regardless of the number of policies, covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages, due to and arising out of any one "accident" is the limit of **Uninsured Motorists Coverage Property Damage** shown in the Schedule or the Declarations.

2. The limit of insurance provided in this endorsement shall be reduced by all sums available for payment to the "insured" for "property damage" under all liability bonds or policies covering persons or organizations legally liable for the "accident".

3. We will not pay for any "property damage" which is paid or payable under PHYSICAL DAMAGE COVERAGE.

4. No one will be entitled to receive duplicate payments for the same elements of "loss" under this endorsement and any Liability Coverage Form.

We will not make a duplicate payment under this endorsement for any element of "loss" for which payment has been made by or for anyone who is legally liable.

E. Changes in Conditions

The Conditions are changed for **ARKANSAS UNINSURED MOTORISTS COVERAGE-PROPERTY DAMAGE** as follows.

1. The reference in **Other Insurance** to other collectible insurance applies only to other collectible "property damage" uninsured motorists insurance.

2. **Duties in the Event of Accident, Claim, Suit or Loss** is changed by adding the following:

- a. Promptly send us copies of the legal papers if a "suit" is brought.
- b. Provide us with the name and address of the owner or operator of the "uninsured motor vehicle".
- c. You and any other involved "insured" must cooperate with us in the investigation, settlement or defense of the claim or "suit". Cooperation includes, but is not limited to, identifying all parties who may be responsible for the "accident" and all insurers who may be obligated to provided coverage.

3. The following Conditions are added:

a. Two or More Coverage Forms or Policies Issued by Us

If Coverage under this endorsement and any other Coverage Form, Coverage Part or policy issued to you by us or any company affiliated with us apply to the same "accident" the aggregate maximum limit of insurance under Coverage Forms, Coverage Parts or policies shall not exceed the highest applicable limit of insurance under any one Coverage Forms, Coverage Part or policy. This condition does not apply to any Coverage Form, Coverage Part

or policy issued by us or an affiliated company specifically to apply as excess insurance over this endorsement.

b. Reimbursement and Trust

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

c. Legal Action Against Us

No lawsuit or action whatsoever or any proceeding in arbitration shall be brought against us for the recovery of any claim under the provisions of the Uninsured Motorists Coverage - Property Damage of this Coverage Form unless the "insured" has satisfied all of the things that "insured" is required to do under the terms and conditions of this endorsement. Any claim or "suit" for Uninsured Motorists Coverage - Property Damage must be brought with five (5) years of the date of the "accident" causing the "property damage".

d. Arbitration

(1) If we and an "insured" do not agree:

- (a) Whether that person is legally entitled to recover damages from a party responsible for the "accident"; or
- (b) As to the amount of damages, that may be recovered;

the matter may be settled by arbitration. However, disputes concerning coverage under this endorsement may not be arbitrated.

The "insured" and we must mutually agree to arbitrate the disagreements. If the "insured" and we do not agree to arbitrate, than the disagreement will be resolved in a court having competent jurisdiction.

If arbitration is used, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days as to the third arbitrator, either may request that selection be made by a judge of a court having jurisdiction. Each party will:

- (a) Pay the expenses it incurs; and
- (b) Bear the expenses of the third arbitrator equally.

(2) Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedures and evidence will apply. A decision agreed to by two of the arbitrators will not be binding on either party.

F. ADDITIONAL DEFINITIONS

As used in this endorsement:

- 1. "Property damage" means injury to or destruction of a covered "auto" including its loss of use.
- 2. "Uninsured motor vehicle" means a land "motor vehicle" or "trailer":
 - a. For which no liability bond or policy applies at the time of an "accident".
 - b. For which an insuring or bonding company denies coverage or is or becomes insolvent.
 - c. That is a hit-and-run vehicle and neither the operator nor owner can be identified. The vehicle must either:
 - (1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying" or
 - (2) Cause "property damage" to an "insured" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

We will only accept competent evidence which may include the testimony, under oath, of a person making claim under this or similar coverage.

However, "uninsured motor vehicle" does not include any "motor vehicle":

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and can not provide the amounts required by that motor vehicle law.
- b. Owned by a governmental unit or agency.
- c. Designed for use mainly off public roads while not on public roads.

SERFF Tracking Number: *CNNA-125338260*

State: *Arkansas*

Filing Company: *The Cincinnati Insurance Company*

State Tracking Number: *AR-PC-07-026594*

Company Tracking Number: *CCA-07-6028-AR*

TOI: *20.0 Commercial Auto*

Sub-TOI: *20.0001 Business Auto*

Product Name: *CCA-07-6028-AR*

Project Name/Number: */*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: CNNA-125338260

State: Arkansas

Filing Company: The Cincinnati Insurance Company

State Tracking Number: AR-PC-07-026594

Company Tracking Number: CCA-07-6028-AR

TOI: 20.0 Commercial Auto

Sub-TOI: 20.0001 Business Auto

Product Name: CCA-07-6028-AR

Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: PROPERTY & CASUALTY
TRANSMITTAL

Review Status:

Approved 10/31/2007

Comments:

PROPERTY & CASUALTY TRANSMITTAL

Attachment:

F777AR_307.pdf

Satisfied -Name: FORM FILING SCHEDULE

Review Status:

Approved 10/31/2007

Comments:

FORM FILING SCHEDULE

Attachment:

F778IN_021307.pdf

Satisfied -Name: MEMORANDUM

Review Status:

Approved 10/31/2007

Comments:

MEMORANDUM

Attachment:

MEMOF.pdf

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	CCA-07-6028-AR
--	----------------

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

See Memorandum

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

Check #: EFT FILING
Amount: \$50

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

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

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	CCA-07-6028-AR			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	ARKANSAS PERSONAL INJURY PROTECTION	AA 269 AR 01 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CA 22 02 12 96	CCA-05-6004-AR
02	ARKANSAS UNINSURED AND UNDERINSURED MOTORISTS COVERAGE	AA 4028 AR 01 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	AA 4028 AR 05 02	CCA-02-6010-AR
03	ARKANSAS UNINSURED MOTORISTS COVERAGE - PROPERTY DAMAGE	AA 4029 AR 01 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	AA 4029 AR 10 06	CCA-06-6031-AR
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

**ARKANSAS
DIVISION ONE - COMMERCIAL AUTO
FORMS MEMORANDUM**

NEW FORM	OLD FORM	TITLE/DESCRIPTION OF CHANGE
AA 269 01 08	CA 22 02 12 96	<p>ARKANSAS PERSONAL INJURY PROTECTION Added lead in paragraph. Deleted countersignature box. Made editorial changes to the headings throughout the form. ie (COVERAGE to Coverage)</p> <p>Under C. Exclusions: C.1.a. and C.2.a. added pension statutes.</p> <p>Revised E. Changes In Conditions, 1. Duties in the Event of Accident Claim, Suit or Loss. Added new item c.</p> <p>Revised E. Changes In Conditions, 3. Other Insurance condition in the Business Auto Coverage Form and the Garage Coverage Form and the Other Insurance Primary and Excess Insurance Provisions in the Truckers Coverage Form and the Motor Carrier Coverage Form is replaced for Medical Expenses by the following: Add 1.a. & b. and 2.</p> <p>Revised F. Additional Definitions to add 2. Occupying and renumbered the remaining and revised item 3. d. Family Member to match the UM/UIM Coverage Form.</p>

NEW FORM

AA 4028 AR 01 08

OLD FORM

AA 4028 AR 05 02

TITLE/DESCRIPTION OF CHANGE

ARKANSAS UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

Revised lead in paragraphs for clarification.
Deleted countersignature box.

Revised **A. Coverage 1.** for clarification and broke out section for uninsured and underinsured motorists.

Revised **A. Coverage 2. a & b., 3.** for clarification.

Revised **B. Who is an Insured:** redefined **Who is an Insured.**

Revised **C. Exclusions 1.** for clarification.

Revised **C. Exclusions 2.** to include pension statuses.

Revised **C. Exclusions 3 & 4** for clarification.

Revised **D. Limit of Insurance** redefined Limit of Insurance. Also added pension statue under **D.3.**

Revised **E. Changes in Conditions Insurance** items **1 through 4** to redefined coverage.

Revised **F. Additional Definitions:** Reworded for clarification **1., 4. and 5.** Added new definition for **2. "Motor Vehicle"** and renumbered the remaining items.

NEW FORM

AA 4029 AR 01 08

OLD FORM

AA 4029 AR 10 06

TITLE/DESCRIPTION OF CHANGE

**ARKANSAS UNINSURED MOTORISTS
COVERAGE - PROPERTY DAMAGE**

Added lead in paragraphs.
Deleted countersignature box.

Made editorial changes to the headings through
out the form. ie (COVERAGE to Coverage)

Revised **A. Coverage 1.** for clarification.

Revised **B. Who Is An Insured** for clarification.

Revised **C. Exclusions** for clarification.

Revised **D. Limit of Insurance** for clarification.

Revised **E. Changes in Conditions** for
clarification.

Revised **F. Additional Definitions.** for
clarification. Removed 2.b . and Removed
definitions for "underinsured motor vehicle"