

## Filing at a Glance

Companies: AIU Insurance Company, American Home Assurance Company, American International Insurance Company, AIG Casualty Company, National Union Fire Insurance Company of Pittsburgh, PA, The Insurance Company of the State of Pennsylvania

Product Name: Personal Auto Forms Filing	SERFF Tr Num: AGMK-125249117	State: Arkansas
TOI: 19.0 Personal Auto	SERFF Status: Closed	State Tr Num: AR-PC-07-025658
Sub-TOI: 19.0001 Private Passenger Auto (PPA)	Co Tr Num: 07-03-815-327	State Status:
Filing Type: Form	Co Status:	Reviewer(s): Alexa Grissom, Betty Montesi, Brittany Yielding
	Author: Jay Vitsorek	Disposition Date: 08-07-2007
	Date Submitted: 08-01-2007	Disposition Status: Approved
Effective Date Requested (New): 10-01-2007		Effective Date (New): 10-01-2007
Effective Date Requested (Renewal): 11-30-2007		Effective Date (Renewal): 11-30-2007

## General Information

Project Name:	Status of Filing in Domicile: Not Filed
Project Number:	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 08-07-2007	
State Status Changed: 08-02-2007	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
Dear Sir/Madam:	

American International Companies is submitting on behalf of the above mentioned companies: AIG-495 (10/07) Uninsured Motorists Coverage- Arkansas, AIG-434 (10/07) Underinsured Motorists Coverage- Arkansas, and AIG-177 (10/07) Amendment of Policy Provisions- Arkansas, for your review and approval.

This filing is in response to 2007 Ark. Acts 373 (former House Bill 2243) as coverage extends on a primary basis, for a period of not more than 90 days, to rented or leased vehicles from a rental company operated by the insured individual or its occupants. In addition, any vehicle provided as a temporary substitute by a duly licensed automobile dealer will now be afforded the broadest coverage that applies to any vehicle insured on the policy, rather than the same coverage as the vehicle being repaired or serviced.

AIG-495 (10/07) Uninsured Motorists Coverage will replace AIG-495 (11/05) Uninsured Motorists Coverage previously

filed under company file number 05-03-815-414 (Department File # AR-PC-05-016151). AIG-434 (10/07) Underinsured Motorists Coverage will replace ISO form PP 04 34 08 99 and AIG-177 (10/07) Amendment of Policy Provisions will replace ISO form PP 01 77 02 04.

Therefore, we will not be adopting ISO forms PP 04 95 10 07 Uninsured Motorists Coverage, PP 04 34 10 07 Underinsured Motorists Coverage, and PP 01 77 10 07 Amendment of Policy Provisions under ISO filing # PP-2007-OEND1.

We propose a New Business effective date of October 1, 2007 and a Renewal effective date of November 30, 2007.

Please contact me at the number listed above or via e-mail at [jay.vitsorek@aig.com](mailto:jay.vitsorek@aig.com) if you have any questions concerning this filing.

Sincerely,

Jay Vitsorek, API  
AIG Marketing, Inc.  
Contract Analyst

## Company and Contact

### Filing Contact Information

Jay Vitsorek, Contract Analyst  
One AIG Center  
Wilmington, DE 19803

[jay.vitsorek@aig.com](mailto:jay.vitsorek@aig.com)  
(302) 252-2167 [Phone]  
(302) 252-2455[FAX]

### Filing Company Information

AIU Insurance Company  
One AIG Center

CoCode: 19399  
Group Code: 12

State of Domicile: New York  
Company Type: Property &  
Casualty

Wilmington, DE 19803  
(302) 252-2165 ext. [Phone]

Group Name: AIGM  
FEIN Number: 13-5303710

State ID Number:

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American Home Assurance Company  
One AIG Center

CoCode: 19380  
Group Code: 12

State of Domicile: New York  
Company Type: Property &

Casualty

Wilmington, DE 19803  
(302) 252-2165 ext. [Phone]

Group Name: AIGM  
FEIN Number: 13-5124990

State ID Number:

American International Insurance Company  
One AIG Center

CoCode: 32220  
Group Code: 12

State of Domicile: New York  
Company Type: Property &  
Casualty

Wilmington, DE 19803  
(302) 252-2165 ext. 2165[Phone]

Group Name: AIGM  
FEIN Number: 13-3333609

State ID Number:

AIG Casualty Company  
One AIG Center

CoCode: 19402  
Group Code: 12

State of Domicile: Pennsylvania  
Company Type: Property &  
Casualty

Wilmington, DE 19803  
(302) 252-2165 ext. [Phone]

Group Name: AIGM  
FEIN Number: 25-1118791

State ID Number:

National Union Fire Insurance Company of  
Pittsburgh, PA  
One AIG Center

CoCode: 19445  
Group Code: 12

State of Domicile: Pennsylvania  
Company Type: Property &  
Casualty

Wilmington, DE 19803  
(302) 252-2165 ext. [Phone]

Group Name: AIGM  
FEIN Number: 25-0687550

State ID Number:

The Insurance Company of the State of  
Pennsylvania  
One AIG Center

CoCode: 19429  
Group Code: 12

State of Domicile: Pennsylvania  
Company Type: Property &  
Casualty

Wilmington, DE 19803  
(302) 252-2165 ext. [Phone]

Group Name: AIGM  
FEIN Number: 13-5540698

State ID Number:

## Filing Fees

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

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
00403231	\$50.00	07-31-2007

## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved	Alexa Grissom	08-07-2007	08-07-2007

## Disposition

Disposition Date: 08-07-2007

Effective Date (New): 10-01-2007

Effective Date (Renewal): 11-30-2007

Status: Approved

Comment:

Rate data does NOT apply to filing.

Created by SERFF on 08-07-2007 10:16 AM

<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Uniform Transmittal Document-Property & Casualty	Approved	Yes
<b>Form</b>	Uninsured Motorists Coverage-Arkansas	Approved	Yes
<b>Form</b>	Underinsured Motorists Coverage-Arkansas	Approved	Yes
<b>Form</b>	Amendment of Policy Provisions-Arkansas	Approved	Yes

**Form Schedule**

<b>Review Status</b>	<b>Form Name</b>	<b>Form #</b>	<b>Edition Date</b>	<b>Form Type Action</b>	<b>Action Specific Data</b>	<b>Readability</b>	<b>Attachment</b>
Approved	Uninsured Motorists Coverage-Arkansas	AIG-495	(10/07)	Endorsement/Amendment/Conditions Replaced	AIG-495 (11/05)	46.77	AIG-495 (10-07).pdf AR- Cover Letter.pdf
Approved	Underinsured Motorists Coverage-Arkansas	AIG-434	(10/07)	Endorsement/Amendment/Conditions Replaced	PP 04 34 08 99	33.45	AIG-434 (10-07).pdf
Approved	Amendment of Policy Provisions-Arkansas	AIG-177	(10/07)	Endorsement/Amendment/Conditions Replaced	PP 01 77 02 04	59.29	AIG-177 (10-07).pdf

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**UNINSURED MOTORISTS COVERAGE - ARKANSAS**

Part **C** - Uninsured Motorists Coverage 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:

1. "Bodily injury" sustained by an "insured" and caused by an accident; and
2. "Property damage" caused by an accident if the Declarations indicates that both bodily injury and property damage Uninsured Motorists Coverage applies.

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 endorsement 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.** "Property damage" as used in this endorsement means injury to or destruction of "your covered auto" (including its loss of use).

**D.** "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

1. To which no liability bond or policy applies at the time of the accident.
2. To which a liability bond or policy applies at the time of the accident. In this case its limit for liability must be less than the minimum limit for liability specified by the Arkansas Financial Responsibility Law.
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 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. Designated 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 "property damage" or "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 "property damage" or "bodily injury" sustained by any "insured":

1. If that "insured" or the legal representative settles the "bodily injury" or "property damage" claim without our consent.
2. When "your covered auto" 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.
4. For the first \$200 of the amount of "property damage" to "your covered auto". This Exclusion (**B.4.**) does not apply if:
  - a. We insure "your covered auto" for both collision and property damage Uninsured Motorists Coverage; and
  - b. The operator of the "uninsured motor vehicle" is positively identified and is solely at fault.

**C.** This coverage shall not apply directly or indirectly to benefit:

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

1. Any insurer or self-insurer under any of the following or similar law:
    - a. Workers' compensation law; or
    - b. Disability benefits law.
  2. Any insurer of property.
- D.** No payment will be made for loss paid or payable to the "insured" under Part **D** of the policy.
- E.** We do not provide Uninsured Motorists Coverage for punitive or exemplary damages which are imposed to:
1. Punish a wrongdoer; and
  2. Deter others from similar conduct.

### **LIMIT OF LIABILITY**

- A.** The limit of Bodily Injury 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 bodily injury 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. The limit of Property Damage Liability, if shown in the Declarations for each accident for Uninsured Motorists Coverage, is our maximum limit of liability for all "property damage" 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 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 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 providing such coverage on a primary basis.

However, we will provide primary insurance for a vehicle you do not own if:

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

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 the "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.

Arbitration will take place only if both we and the "insured" agree, voluntarily, to have the matter arbitrated. 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.** Any decision of the arbitrators will not be binding on either party.
- C.** Each party will:
  1. Pay the expenses it incurs; and
  2. Bear the expenses of the third arbitrator equally.
- D.** 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.



One AIG Center  
Wilmington, DE 19803  
302.252.2167  
302.252.2455 Fax

**Jay Vitsorek**  
*Contract Analyst*  
Compliance Department

August 1, 2007

Arkansas Insurance Department  
Property & Casualty Division  
1200 West Third Street  
Little Rock, AR 72201-1904

**RE: Personal Auto Forms Filing**  
AIU Insurance Company, NAIC # 012-19399  
American Home Assurance Company, NAIC # 012-19380  
American International Insurance Company, NAIC # 012-32220  
AIG Casualty Company, NAIC # 012-19402  
Insurance Company of the State of Pennsylvania, NAIC # 012-19429  
National Union Fire Insurance Company of Pittsburgh, PA, NAIC #012-19445  
Company File Number: 07-03-815-327

Dear Sir/Madam:

American International Companies is submitting on behalf of the above mentioned companies: **AIG-495 (10/07) Uninsured Motorists Coverage- Arkansas, AIG-434 (10/07) Underinsured Motorists Coverage- Arkansas, and AIG-177 (10/07) Amendment of Policy Provisions- Arkansas**, for your review and approval.

This filing is in response to 2007 Ark. Acts 373 (former House Bill 2243) as coverage extends on a primary basis, for a period of not more than 90 days, to rented or leased vehicles from a rental company operated by the insured individual or its occupants. In addition, any vehicle provided as a temporary substitute by a duly licensed automobile dealer will now be afforded the broadest coverage that applies to any vehicle insured on the policy, rather than the same coverage as the vehicle being repaired or serviced.

AIG-495 (10/07) Uninsured Motorists Coverage will replace AIG-495 (11/05) Uninsured Motorists Coverage previously filed under company file number 05-03-815-414 (Department File # AR-PC-05-016151). AIG-434 (10/07) Underinsured Motorists Coverage will replace ISO form PP 04 34 08 99 and AIG-177 (10/07) Amendment of Policy Provisions will replace ISO form PP 01 77 02 04.



Therefore, we will not be adopting ISO forms **PP 04 95 10 07** Uninsured Motorists Coverage, **PP 04 34 10 07** Underinsured Motorists Coverage, and **PP 01 77 10 07** Amendment of Policy Provisions under ISO filing # PP-2007-OEND1.

We propose a New Business effective date of October 1, 2007 and a Renewal effective date of November 30, 2007.

Please contact me at the number listed above or via e-mail at [jay.vitsorek@aig.com](mailto:jay.vitsorek@aig.com) if you have any questions concerning this filing.

Sincerely,



Jay Vitsorek, API  
AIG Marketing, Inc.  
Contract Analyst



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**UNDERINSURED MOTORISTS COVERAGE - ARKANSAS**

**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 if **1.** or **2.** below applies:

1. 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; or
2. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:
  - a. Have been given prompt written notice by certified mail, return receipt requested of such tentative settlement; and
  - b. Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

However, if the owner or operator of the "underinsured motor vehicle" is insured by us for liability coverage, this Provision **(2.)** shall not apply, and an "insured" may proceed with his or her claim for damages under this coverage anytime after settlement of that "insured's" claim for damages under the liability coverage applicable to the owner or operator of the "underinsured motor vehicle".

**B.** "Insured" as used in this endorsement 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.** "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.

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 Arkansas.
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.

**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 Exclusion **(B.1.)** does not apply to a share-the-expense car pool.
2. Using a vehicle without a reasonable belief that 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.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

- 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 which are imposed to:
1. Punish a wrongdoer; and
  2. Deter others from similar conduct.

### **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 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 Part **A**, Part **B** or Part **C** of 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 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 providing such coverage on a primary basis.

However, we will provide primary insurance for a vehicle you do not own if:

- a. A duly licensed automobile dealer provides a vehicle to you or a "family member":

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

- (2) To demonstrate the vehicle; or

- b. The vehicle is rented or leased by you or any "family member" from a rental company for a period not more than 90 days.

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 the "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 "underinsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated.

Arbitration will take place only if both we and the "insured" agree, voluntarily, to have the matter arbitrated. 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. Any decision of the arbitrators will not be binding on either party.
- C. Each party will:
  1. Pay the expenses it incurs; and
  2. Bear the expenses of the third arbitrator equally.

- D.** 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.

#### **ADDITIONAL DUTIES**

A person seeking coverage under this endorsement must also promptly:

- 1.** Send us copies of the legal papers if a suit is brought; and
- 2.** Notify us in writing by certified mail, return receipt requested of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" 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 insurer, owner or operator of such "underinsured motor vehicle".

However, if the owner or operator of the "underinsured motor vehicle" is insured by us for liability coverage, this Provision **(2.)** shall not apply, and an "insured" may proceed with his or her claim for damages under this coverage anytime after settlement of that "insured's" claim for damages under the liability coverage applicable to the owner or operator of the "underinsured motor vehicle".

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".

The following section is added:

#### **GENERAL PROVISIONS**

The following is added to the **Our Right To Recover Payment** Provision in Part **F** with respect to Underinsured Motorists Coverage:

#### **OUR RIGHT TO RECOVER PAYMENT**

- 1.** We shall be entitled to a recovery under Paragraph **A.** or **B.** only after the person has been fully compensated for damages.
- 2.** Our rights do not apply under Paragraph **A.** if we:
  - a.** Have been given prompt written notice by certified mail, return receipt requested of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
  - b.** 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.

However, no notice of a tentative settlement is required if the "underinsured motor vehicle" is insured by us for liability coverage.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****AMENDMENT OF POLICY PROVISIONS - ARKANSAS****I Definitions**

The **Definitions** Section is amended as follows:

**A. Definition K.** 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.

**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 20 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)** 20 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)** 20 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.

**II Part A - Liability Coverage**

Part A is amended as follows:

- A.** The **Other Insurance** Provision is replaced by the following:

**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.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

Any insurance we provide for 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. However, we will provide primary insurance for a vehicle you do not own if:

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

### III. Part B - Medical Payments Coverage

Part B is amended as follows:

- A. The **Other Insurance** Provision is replaced by the following:

#### 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. 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 auto insurance providing payments for medical or funeral expenses. However, we will provide primary insurance for a vehicle you do not own if:

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

### IV. Part D - Coverage For Damage To Your Auto

Part D is amended as follows:

- A. 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 20 days after you become the owner.

- B. The last sentence of the **Payment Of Loss** Provision is replaced by the following:

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property. However, if the loss is a total loss to "your covered auto" or any "non-owned auto" and we elect either to pay for loss in money or offer a comparable replacement vehicle, our payment for loss will include, other than payment for any applicable deductible shown in the Declarations, all:

1. Applicable taxes;
2. License fees; and
3. Other fees;

actually incurred incident to transfer of evidence of ownership of a comparable replacement vehicle.

- C. The **Other Sources Of Recovery** Provision is replaced by the following:

#### 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. 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.

However, we will provide primary insurance for a vehicle you do not own if:

1. A duly licensed automobile dealer provides a vehicle to you or a "family member":
  - a. For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
  - b. To demonstrate the vehicle; or
2. The vehicle is rented or leased by you or any "family member" from a rental company for a period not more than 90 days.
- D. The **Appraisal** Provision is replaced by the following:

#### **APPRAISAL**

If we and you do not agree on the amount of loss, an appraisal of the loss may be made. However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss appraised. If so agreed, 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. An appraisal decision will not be binding on either party. Each party will:

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

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. The **Fraud** Provision does not apply to **Part A - Liability Coverage**.
- B. The following is added to the **Our Right To Recover Payment** Provision:

#### **OUR RIGHT TO RECOVER PAYMENT**

We shall be entitled to a recovery under Paragraph **A.** or **B.** only after the person has been fully compensated for damages.

- C. The **Termination** Provision of Part **F** is replaced by the following:

#### **TERMINATION**

##### **Cancellation**

This policy may be canceled 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 if cancellation is for nonpayment of premium; or
  - b. At least 20 days notice in all other cases.
3. When 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 the policy was obtained through material misrepresentation; or
  - c. 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.

However, we may not cancel under Paragraph **(C.3.c.)** solely because of the administrative suspension or revocation of the insured's driver's license due to the influence or use of alcohol or a controlled substance as set forth in ARK. CODE ANN. Section 5-65-104.

#### **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 30 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

1. Less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
2. 1 year or longer, we will have the right not to renew or continue this policy 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. 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. If we cancel, we will refund you the pro rata unearned premium. If you cancel, we will refund you 90% of the pro rata unearned premium.

However, we will refund you the full pro rata unearned premium if:

- a. You cancel this policy because:
  - (1) You have disposed of "your covered auto", and you insure another auto with us under a new policy, to become effective within 30 days of the effective date of cancellation of this policy; or
  - (2) "Your covered auto" has been repossessed under the terms of a financing agreement; or
  - (3) You are entering the armed forces of the United States of America; or
  - (4) "Your covered auto" was stolen or destroyed, and you request cancellation:
    - (a) Within 30 days following the date "your covered auto" was stolen or destroyed; or
    - (b) Within 15 days of the time we determined "your covered auto" was destroyed, or if stolen, to be unrecoverable.
- b. You cancel this policy but there remains in force with us a policy in your name insuring another auto.
- c. This policy is written for a term of greater than one year and you cancel the policy after it has been in effect for one year.

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.

#### **VI. Snowmobile Endorsement Amendment**

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 20 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.**

#### **VII. Named Non-Owner Coverage Endorsement Amendment**

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 20 days after you become the owner.

This insurance does not apply if other insurance applies with respect to newly acquired vehicles.

## **Rate Information**

Rate data does NOT apply to filing.

## Supporting Document Schedules

<b>Satisfied -Name:</b>	Uniform Transmittal Document- Property & Casualty	<b>Review Status:</b> Approved	08-07-2007
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**Comments:**

Please find attached the Property & Casualty Transmittal Document (F777), the Form Filing Schedule (F778) and the Certificate of Compliance (F613) for the three form submissions.

**Attachments:**

AR- F613.pdf

F778-AR.pdf

F777-AR.pdf

**STATE OF ARKANSAS  
REVISED CERTIFICATE OF COMPLIANCE**

COMPANY NAME: American International Insurance Company, AIU Insurance Company, American Home Assurance Company, AIG Casualty Company, The Insurance Company of the State of Pennsylvania, National Union Fire Insurance Company of Pittsburgh, PA

DESCRIPTION: Amendment of Policy Provisions- Arkansas

FORM NUMBER: AIG-177 (10/07)

EDITION DATE: 10/07

This is to certify that the above captioned policy form has achieved a Flesch Reading Ease Test score of 59.29 and complies with the requirements of Act 517 of 1981 (Ark. State Ann. Sec. 23-80-301 — 23-80-308) and Rule and Regulation 29.

  
\_\_\_\_\_  
Signature of Officer of Company

\_\_\_\_\_  
Vice President  
Title

If a policy is scored by a method other than the Flesch Reading Ease Test, the alternate method should be explained in detail.

**STATE OF ARKANSAS  
REVISED CERTIFICATE OF COMPLIANCE**

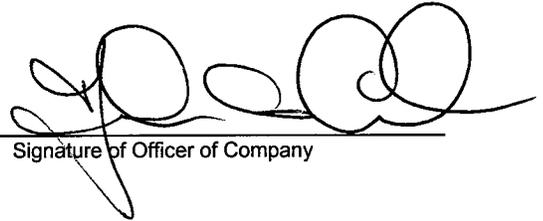
COMPANY NAME: American International Insurance Company, AIU Insurance Company, American Home Assurance Company, AIG Casualty Company, The Insurance Company of the State of Pennsylvania, National Union Fire Insurance Company of Pittsburgh, PA

DESCRIPTION: Underinsured Motorists Coverage- Arkansas

FORM NUMBER: AIG-434 (10/07)

EDITION DATE: 10/07

This is to certify that the above captioned policy form has achieved a Flesch Reading Ease Test score of 33.45 and complies with the requirements of Act 517 of 1981 (Ark. State Ann. Sec. 23-80-301 — 23-80-308) and Rule and Regulation 29.



Signature of Officer of Company

Vice President

Title

If a policy is scored by a method other than the Flesch Reading Ease Test, the alternate method should be explained in detail.

**STATE OF ARKANSAS  
REVISED CERTIFICATE OF COMPLIANCE**

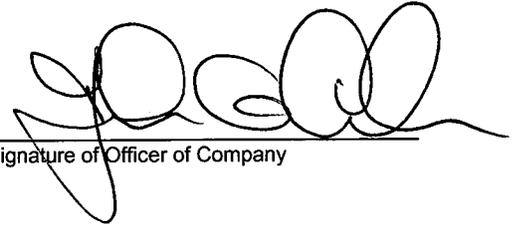
COMPANY NAME: American International Insurance Company, AIU Insurance Company, American Home Assurance Company, AIG Casualty Company, The Insurance Company of the State of Pennsylvania, National Union Fire Insurance Company of Pittsburgh, PA

DESCRIPTION: Uninsured Motorists Coverage-Arkansas

FORM NUMBER: AIG-495 (10/07)

EDITION DATE: 10/07

This is to certify that the above captioned policy form has achieved a Flesch Reading Ease Test score of 46.77 and complies with the requirements of Act 517 of 1981 (Ark. State Ann. Sec. 23-80-301 — 23-80-308) and Rule and Regulation 29.



\_\_\_\_\_  
Signature of Officer of Company

\_\_\_\_\_  
Vice President

Title

If a policy is scored by a method other than the Flesch Reading Ease Test, the alternate method should be explained in detail.

## 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.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>		<b>07-03-815-327</b>		
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)				
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	Uninsured Motorists Coverage	AIG-495 (10/07)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	AIG-495 (11/05)	05-03-815-414
02	Underinsured Motorists Coverage	AIG-434 (10/07)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PP 04 34 08 99	
03	Amendment of Policy Provisions	AIG-177 (10/07)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PP 01 77 02 04	
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		

**Property & Casualty Transmittal Document**

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

<b>3. Group Name</b>	<b>Group NAIC #</b>
American International Companies	012

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
AIU Insurance Company	NY	012-19399	13-530-3710	
American Home Assurance Company	NY	012-19380	13-512-4990	
American International Insurance Company	NY	012-32220	13-333-3609	
AIG Casualty Company	PA	012-19402	25-111-8791	
The Insurance Company of the State of Pennsylvania	PA	012-19429	13-554-0698	
National Union Fire Insurance Company of Pittsburgh, PA	PA	012-19445	25-068-7550	

<b>5. Company Tracking Number</b>	<b>07-03-815-327</b>
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Jay Vitsorek One AIG Center Wilmington, DE 19803	Contract Analyst	302-252-2167	302-252-2455	Jay.Vitsorek@aig.com
7. Signature of authorized filer				
8. Please print name of authorized filer		Jay Vitsorek		

**Filing information** (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	19.1- 21.1
10. Sub-Type of Insurance (Sub-TOI)	
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	



[If a state requires you to show how you calculated your filing fees, place that calculation below]

**Check #:** 00403231

**Amount:** \$50.00

**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.)**