

Filing at a Glance

Company: Triangle Insurance Company, Inc.

Product Name: TriPack

SERFF Tr Num: TRGL-125253886 State: Arkansas

TOI: 05.0 Commercial Multi-Peril - Liability &
Non-Liability

SERFF Status: Closed

State Tr Num: AR-PC-07-025768

Sub-TOI: 05.0000 CMP Sub-TOI Combinations Co Tr Num: TPK07-005F

State Status:

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi,
Llyweyia Rawlins, Brittany Yielding

Author: Bret Wilson

Disposition Date: 08-10-2007

Date Submitted: 08-09-2007

Disposition Status: Approved

Effective Date Requested (New): 10-01-2007

Effective Date (New): 10-01-2007

Effective Date Requested (Renewal): 10-01-2007

Effective Date (Renewal): 10-01-
2007

General Information

Project Name: Multi Year and Addl Ins

Status of Filing in Domicile: Pending

Project Number:

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 08-10-2007

State Status Changed: 08-09-2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Triangle Insurance Company, Inc. is filing a new endorsement to allow for multiple year policy periods on its TriPack program. The Endorsement sets forth the policy term and rating system that will be used on an annual basis. The endorsement also sets forth the rates/rules/forms that will be used for the duration of the policy period.

We are also filing revisions of forms that have previously required insured and/or countersignatures. Only the signatures and edition dates have changed.

PCPT151 0907 Only the edition date has changed to follow other states filings.

PCPT099 0907 Arkansas Changes has been revised to follow the recently approved ISO form CA 01 62 10 07 in response to 2007 Ark. Acts 373 (former H.B.2243). Both Redline and final print copies have been supplied.

Company and Contact

Filing Contact Information

Bret Wilson, Manager, Compliance and Information

wilsonb@trianglecompanies.com

PO Box 1189

(580) 237-4276 [Phone]

Enid, OK 73702

(580) 233-4847[FAX]

Filing Company Information

Triangle Insurance Company, Inc.

CoCode: 28535

State of Domicile: Oklahoma

PO Box 1189

Group Code:

Company Type: Stock

Enid, OK 73702

Group Name:

State ID Number:

(580) 237-4276 ext. 242[Phone]

FEIN Number: 73-1394760

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: P & C Form Filing
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Triangle Insurance Company, Inc.	\$50.00	08-09-2007	15039063

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	08-10-2007	08-10-2007

Disposition

Disposition Date: 08-10-2007

Effective Date (New): 10-01-2007

Effective Date (Renewal): 10-01-2007

Status: Approved

Comment:

Rate data does NOT apply to filing.

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Multi-Year Policy Period	Approved	Yes
Form	Addl Insured Lessor of Leased Equipment	Approved	Yes
Form	Addl Insured Owner of Leased Auto	Approved	Yes
Form	Addl Insured Lessor of Leased Auto	Approved	Yes
Form	Lessor - Addl Insured/Loss Payee Endorsement	Approved	Yes
Form	Waiver of Transfer of Rights Endorsement	Approved	Yes
Form	Addl Insured Vendor	Approved	Yes
Form	Addl Insured Mgr or Lessors of Premises	Approved	Yes
Form	Addl Insured Designated Person or Org - Custom Applicator	Approved	Yes
Form	Addl Insured Designated Person or Org	Approved	Yes
Form	Addl Insured Owners Lessees or Contractors - Sch Person or Org	Approved	Yes
Form	Arkansas Changes	Approved	Yes

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Multi-Year Policy Period	PCPX004	0907	Endorsement/Amendment/Conditions New		0.00	PCPX 004 0907 Multi-Year Policy Period.pdf
Approved	Addl Insured Lessor of Leased Equipment	PCCT033	0907	Endorsement/Amendment/Conditions Replaced	PCCT033 0904	0.00	PCCT 033 09 07 Add'l Insured-Lessor of Leased Equip..pdf
Approved	Addl Insured Owner of Leased Auto	PCCT039	0907	Endorsement/Amendment/Conditions Replaced	PCCT039 0904	0.00	PCCT 039 09 07 Add'l Insured-Owner of Leased Auto.pdf
Approved	Addl Insured Lessor of Leased Auto	PCCT040	0907	Endorsement/Amendment/Conditions Replaced	PCCT040 0904	0.00	PCCT 040 09 07 Add'l Insured-Lessor of Leased Auto End..pdf
Approved	Lessor - Addl Insured/Loss Payee Endorsement	PCCT043	0907	Endorsement/Amendment/Conditions Replaced	PCCT043 0904	0.00	PCCT 043 09 07 Lessor-Add'l Insured & Loss Payee End..pdf
Approved	Waiver of Transfer of Rights Endorsement	PCCT069	0907	Endorsement/Amendment/Conditions Replaced	PCCT069 0904	0.00	PCCT 069 09 07 Waiver of Transfer of Rights End..pdf
Approved	Addl Insured Vendor	PCCT070	0907	Endorsement/Amendment/Conditions Replaced	PCCT070 0904	0.00	PCCT 070 09 07 Add'l Insured-Vendor.pdf
Approved	Addl Insured Mgr or Lessors of Premises	PCCT071	0907	Endorsement/Amendment/Conditions Replaced	PCCT071 0904	0.00	PCCT 071 09 07 Add'l Insured-Mgr

			ons				or Lessors of Premises end..pdf
Approved	Addl Insured Designated Person or Org - Custom Applicator	PCCT072 0907	Endorseme Replaced nt/Amendm ent/Condi ons	PCCT072 0904	0.00		PCCT 072 09 07 Add'l Insured- Designater Perosn or Org-Custom Appl..pdf PCCT 073 09 07 Add'l Insured- Designated Person or Org.end..pdf PCPT 151 0907 Add'l Insured- Owners, Lessees or Contractors- Sch Person or Org.pdf PCPT 099 09 07 Ark. Auto-Garage Changes.pdf Redline PCPT 099 09 07 Ark. Auto-Garage Changes.pdf
Approved	Addl Insured Designated Person or Org	PCCT073 0907	Endorseme Replaced nt/Amendm ent/Condi ons	PCCT073 0904	0.00		
Approved	Addl Insured Owners Lessees or Contractors - Sch Person or Org	PCPT151 0907	Endorseme Replaced nt/Amendm ent/Condi ons	PCPT151 1205	0.00		
Approved	Arkansas Changes	PCPT099 0907	Endorseme Replaced nt/Amendm ent/Condi ons	PCPT099 0306	0.00		



MULTI-YEAR POLICY PERIOD

Policy Number	Policy Period <small>12:01 am</small> <small>From To</small>	Coverage is Provided by:	
	01-01-2007 01-01-2010	TRIANGLE INSURANCE COMPANY	
Named insured & Address		Producer	
		TCSC Insurance Agency, Inc. 800-894-5020 PO Box 1189 Enid OK 73702	

1. The premium for this policy is computed each year on the anniversary date.
2. The anniversary date(s) is twelve months after the effective date of this policy and at the end of each subsequent 12 month period until the expiration of the policy.
3. Each anniversary premium will be calculated using the rates which were in effect at the inception of the policy, applied to current exposures.
4. Forms and endorsements in effect at the inception of the policy will be applied for the term of the policy unless a change in exposure requires a change in the forms.
5. We may cancel this policy at any time for non-payment of premium by providing the required notice.
6. If, at the end of the policy period, we elect to renew this insurance, such renewal offer will be subject to the rates, rules and forms then in effect for us.

POLICY NUMBER:

CLIENT NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

III. COMMERCIAL GENERAL LIABILITY INSURANCE

- A. Section B. WHO IS AN **INSURED** is amended to include as an additional **insured** the person(s) or organization(s) shown in the Schedule below, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by **your** maintenance, operation or use of equipment leased to **you** by such persons(s) or organizations(s).
- B. With respect to the insurance afforded to these additional **insureds**, this insurance does not apply to:
 - 1. To any **occurrence** which takes place after the equipment lease expires.
 - 2. **Bodily injury, property damage or personal and advertising injury** arising out of the sole negligence of the person(s) or organization(s) shown on the Schedule below.

SCHEDULE

<u>NAME OF PERSON(S) OR ORGANIZATIONS(S)</u>	<u>ADDRESS</u>
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POLICY NUMBER:

CLIENT NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNER OF LEASED AUTO

This endorsement modifies insurance provided under the following:

IV. B. AUTOMOBILE INSURANCE - LIABILITY COVERAGE

- 1. Section B.1. a. Who is an **Insured** is amended to include as an additional **insured** the person(s) or organization(s) shown in the Schedule below, but only with respect to their liability for **bodily injury** or **property damage** arising out of the maintenance, operation or use by **you** of an **auto(s)** leased to the **insured** named in the Declarations by such person(s) or organization(s).
- 2. With respects to the insurance afforded to these additional insureds by this endorsement, this insurance does not apply to any **occurrence** which takes place after the **auto** lease expires.

SCHEDULE

NAME OF PERSON OR ORGANIZATION

ADDRESS

POLICY NUMBER:

CLIENT NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - LESSOR OF LEASED AUTO

This endorsement modifies insurance provided under the following:

IV.B. AUTOMOBILE INSURANCE - LIABILITY COVERAGE

- 1. Section B.1. a. Who is an **Insured** is amended to include as an additional **insured** the person(s) or organization(s) shown in the Schedule below, but only with respect to their liability for **bodily injury** or **property damage** arising out of the maintenance, operation or use by **you** of an **auto(s)** leased to the **insured** named in the Declarations by such person or organization.
- 2. With respects to the insurance afforded to these additional insureds by this endorsement, this insurance does not apply to:
 - A. Any Occurrence which takes place after the **auto** lease expires:
 - B. **Bodily Injury** or **Property Damage** arising out of the sole negligence of the person(s) or organization(s) shown in the Schedule below.

SCHEDULE

NAME OF PERSON OR ORGANIZATION	ADDRESS
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POLICY NUMBER:

CLIENT NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following

IV. AUTOMOBILE INSURANCE

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

SCHEDULE

Additional Insured Name and Address

Designation or Description of Leased Auto		
<u>YEAR</u>	<u>MAKE/MODEL</u>	<u>VEHICLE IDENTIFICATION NUMBER</u>

Loss Payee and Address

A. Coverage

- Any **leased auto** designated or described in the schedule above will be considered a covered **auto you** own and not a covered **auto you** hire or borrow. For a covered **auto** that is a **leased auto, IV. B.1.a. Who Is An Insured** is changed to include as an additional **insured** the lessor named in the schedule above.
- The coverages provided under this endorsement apply to any **leased auto** described in the schedule above until the expiration of the policy or until the expiration or cancellation of the lease, whichever occurs first.

B. Loss Payable Clause

- We** will pay, as interest may appear, **you** and the lessor named in this endorsement for **loss** to a **leased auto** and any other loss payee listed on the policy or in the schedule above having an interest in the **auto** described in the schedule above.

2. This insurance covers the interest of the lessor unless the **loss** results from fraudulent acts or omissions on **your** part.
3. If **we** make any payment to the lessor, **we** will obtain his or her rights against any other party.

C. Cancellation

1. If **we** cancel the policy, we will mail notice to the lessor in accordance with the Cancellation provisions of the Common Policy Conditions.
2. If **you** cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

Leased auto means an **auto** leased or rented to **you**, including any substitute, replacement or extra **auto** needed to meet seasonal or other needs, under a leasing or rental agreement that requires **you** to provide direct primary insurance for the lessor.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance under the following:

- III. A. 1. COMMERCIAL GENERAL LIABILITY INSURANCE
- IV. B. AUTOMOBILE INSURANCE
- V. A. GARAGE INSURANCE

The Transfer of Rights of Recovery Against Others To **Us** condition, in the coverage sections listed above, is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the schedule below because of payments we make for injury or damage arising out of your ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the person or organization shown in the schedule below.

SCHEDULE

PERSON OR ORGANIZATION:

POLICY NUMBER:

CLIENT NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - VENDORS

This endorsement modifies insurance provided under the following:

- III. COMMERCIAL GENERAL LIABILITY INSURANCE, B. WHO IS AN INSURED
- V. GARAGE INSURANCE, A.2.f. Who is an Insured

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products

A. Who is an **Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) shown in the schedule, but only with respect to **Bodily injury or property damage** arising out of **your products** shown in the schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The Insurance afforded the vendor does not apply to:
 - a. **Bodily injury or property damage** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by **you**;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repacking, except when unpacked solely for the purpose of inspection, demonstration testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by **you**, have been labeled or relabeled or used as a container, part or ingredients of any other thing or substance by or for the vendor; or

- h. **Bodily injury** or **property damage** arising out of the sole negligence of the vendor for its own acts or omissions or those of its **employees** or anyone else acting on its behalf. However, this exclusion does not apply to:
- (1) The exceptions contained in sub-paragraphs d. or f.; or
 - (2) Such inspections, test or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This Insurance does not apply to any insured person or organization, from whom **you** have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

POLICY NUMBER:

CLIENT NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

- III. COMMERCIAL GENERAL LIABILITY INSURANCE, B. WHO IS AN INSURED**
- V. GARAGE INSURANCE, A.2.f. Who is an Insured**

A. Who is an **Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule but only with respect to liability for **bodily injury** or **property damage** arising out of the ownership, maintenance or use of that part of the premises leased to the **insured** named in the declarations and shown in the Schedule, and subject to the following additional exclusions:

This insurance does not apply to:

1. Any **occurrence** which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

SCHEDULE

DESIGNATED PREMISES

NAME OF PERSON(S)
OR ORGANIZATION(S)

POLICY NUMBER:

CLIENT NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION - CUSTOM APPLICATOR

This endorsement modifies insurance provided under the following:

- III. COMMERCIAL GENERAL LIABILITY INSURANCE, B. WHO IS AN INSURED
- IV. AUTOMOBILE INSURANCE B.1.a. Who Is An Insured

Who is an **insured** is amended to include as an additional **insured** the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury** or **property damage** arising out of Custom Application Operations performed by such person(s) or organization(s) shown in the Schedule below at the direction of and under the control of the **insured** named in the Declarations.

SCHEDULE

NAME OF PERSON OR ORGANIZATION _____

ADDRESS _____

POLICY NUMBER:

CLIENT NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following. This endorsement applies only to the coverage section(s) checked below:

ENDORSEMENT
APPLIES TO:

- III. COMMERCIAL GENERAL LIABILITY INSURANCE, B. WHO IS AN INSURED**
- IV. AUTOMOBILE INSURANCE B.1.a. Who Is An Insured**
- V. GARAGE INSURANCE A.2.f. and A.3.c Who is an Insured**

Who is an **insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part, by **your** acts or omissions or acts or omissions of those acting on **your** behalf:

- A. In the performance of **your** ongoing operations; or
- B. In connection with **your** premises owned by or rented to the **insured** named in the Declarations.

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

- III. COMMERCIAL GENERAL LIABILITY INSURANCE
- IV. AUTOMOBILE INSURANCE

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. **III. B. and IV. B. 1. a.** Who Is An **insured** are amended to include as an additional **insured** the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by:
1. **Your** acts or omissions; or
 2. The acts or omissions of those acting on **your** behalf;
- in the performance of **your** ongoing operations for the additional **insured(s)** at the location(s) designated above.
- B. With respect to the insurance afforded to these additional **insureds**, the following additional exclusions apply:
This insurance does not apply to **bodily injury or property damage** occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional **insured(s)** at the location of the covered operations has been completed; or
 2. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

IV. AUTOMOBILE INSURANCE

V. GARAGE INSURANCE

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

For a covered **auto** licensed or principally garaged in, or **garage operations** conducted in, Arkansas, the Coverage Section is changed as follows:

A. Changes In Liability

Paragraph IV, B, 1, a. Who Is An **Insured** is replaced by the following:

a. Who is an **Insured**

The following are **insureds** for covered **autos**:

- (1) The **Named Insured** for any covered **auto**.
- (2) The **Named Insured's** customers,
- (3) Anyone else while using with the **Named Insured's** permission a covered **auto** the **Named Insured** owns, hires or borrows except:
 - (a) The owner or anyone else from whom the **Named Insured** hires or borrows a covered **auto**. This exception does not apply if the covered **auto** is a **trailer** connected to a covered **auto** the **Named Insured** owns.
 - (b) The **Named Insured's employee** if the covered **auto** is owned by that **employee** or a member of his or her household.
 - (c) Someone using a covered **auto** while he or she is working in a business of selling, servicing, repairing, parking or storing **autos** unless that business is the **Named Insured's** business.
 - (d) A partner (if you are a partnership), or a member (if you are a limited liability company), for a covered **auto** owned by him or her or a member of his or her household.
- (4) Anyone else who is not otherwise excluded under paragraph (3) above and is liable for the conduct of an **insured** described above but only to the extent of that liability.
- (5) **The Named Insured's employee while using a covered auto you do not own, hire or borrow in the Named Insured's business or the Named Insured's personal affairs.**

B. The Appraisal For Physical Damage **Loss** Condition is replaced by the following:

1. If the **Named Insured** and **we** disagree on the amount of **loss**, either party may make a written request for an appraisal of the **loss**. However, an appraisal will be made only if both the **Named Insured** and **we** agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of **loss**. If they fail to agree, they will submit their difference to the umpire. Each party will:
 - a. Pay its chosen appraiser; and
 - b. Bear the other expenses of the appraisal and umpire equally.

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2. If **we** submit to an appraisal, **we** will still retain our right to deny the claim.
3. An appraisal decision will not be binding on either party.

C. PHYSICAL DAMAGE COVERAGE is changed as follows:

If **auto** physical damage coverage is provided by this coverage section on at least one covered **auto**, then a temporary substitute vehicle is also a covered **auto**. A temporary substitute vehicle means any **auto** the **Named Insured** does not own which is provided for the **Named Insured's** use with the permission of its owner as a temporary substitute for a covered **auto** the **Named Insured** owns that is out of service because of its:

1. Breakdown;
2. Repair; or
3. Servicing.

D. Changes in Condition

1. The Other Insurance Condition is changed by adding the following:

When the following applies:

- a. This Coverage Section and any other Coverage Form or policy providing liability, physical damage, uninsured and underinsured motorists coverage apply to an **auto** in a given **accident**; and
- b. This Coverage Section provides coverage to an **insured** who:
 - (1) Is engaged in the business of providing primarily private passenger vehicles to the public under a rental agreement for a period not to exceed 90 days and rents or leases the **auto** to an individual; or
 - (2) Is a **duly licensed automobile dealer** loaning an **auto** as a temporary replacement to a person whose **auto** is out of use because of its breakdown, repair or servicing; or
 - (3) Is a **duly licensed automobile dealer** and loans the **auto** out for use as a **demonstrator auto**; and
- c. The other Coverage Form provides coverage to a person who is not working for, and not employed by, a business described in Paragraph b.(1), b.(2) or b.(3) above, and who, at the time of the **accident**, is operating an **auto** provided by a business described in Paragraph b.(1), b.(2) or b.(3) above;

then the other Coverage Form is primary and this Coverage Section is excess over any coverage available to the person described in Paragraph D.1.c.

2. The following is added to the Transfer Of Rights Of Recovery Against Others To **Us** Condition:

We will be entitled to recovery only after the **insured** has been fully compensated for the **loss** or damages sustained.

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

- IV. AUTOMOBILE INSURANCE
- V. GARAGE INSURANCE

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

For a covered **auto** licensed or principally garaged in, or **garage operations** conducted in, Arkansas, the Coverage Section is changed as follows:

A. Changes In Liability

Paragraph IV, B, 1, a. Who Is An **Insured** is replaced by the following:

a. Who is an **Insured**

The following are **insureds** for covered **autos**:

- (1) The **Named Insured** for any covered **auto**.
- (2) The **Named Insured's** customers,
- (3) Anyone else while using with the **Named Insured's** permission a covered **auto** the **Named Insured** owns, hires or borrows except:
 - (a) The owner or anyone else from whom the **Named Insured** hires or borrows a covered **auto**. This exception does not apply if the covered **auto** is a **trailer** connected to a covered **auto** the **Named Insured** owns.
 - (b) The **Named Insured's employee** if the covered **auto** is owned by that **employee** or a member of his or her household.
 - (c) Someone using a covered **auto** while he or she is working in a business of selling, servicing, repairing, parking or storing **autos** unless that business is the **Named Insured's** business.
 - (d) A partner (if you are a partnership), or a member (if you are a limited liability company), for a covered **auto** owned by him or her or a member of his or her household.
- (4) Anyone else who is not otherwise excluded under paragraph (3) above and is liable for the conduct of an **insured** described above but only to the extent of that liability.
- (5) **The Named Insured's employee while using a covered auto you do not own, hire or borrow in the Named Insured's business or the Named Insured's personal affairs.**

B. The Appraisal For Physical Damage **Loss** Condition is replaced by the following:

1. If the **Named Insured** and **we** disagree on the amount of **loss**, either party may make a written request for an appraisal of the **loss**. However, an appraisal will be made only if both the **Named Insured** and **we** agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of **loss**. If they fail to agree, they will submit their difference to the umpire. Each party will:
 - a. Pay its chosen appraiser; and
 - b. Bear the other expenses of the appraisal and umpire equally.

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- 2. If **we** submit to an appraisal, **we** will still retain our right to deny the claim.
- 3. An appraisal decision will not be binding on either party.

C. PHYSICAL DAMAGE COVERAGE is changed as follows:

If **auto** physical damage coverage is provided by this coverage section on at least one covered **auto**, then a temporary substitute vehicle is also a covered **auto**. A temporary substitute vehicle means any **auto** the **Named Insured** does not own which is provided for the **Named Insured's** use with the permission of its owner as a temporary substitute for a covered **auto** the **Named Insured** owns that is out of service because of its:

- 1. Breakdown;
- 2. Repair; or
- 3. Servicing.

D. Changes in Condition

- 1. The Other Insurance Condition is changed by adding the following:

When ~~the following applies:~~

~~a. This Coverage Section and any other Coverage Form or policy providing liability, physical damage, uninsured and underinsured motorists coverage apply to an auto in a given accident; and~~

~~b. This Coverage Section provides coverage to an insured who:~~

~~(1) Is engaged in the business of providing primarily private passenger vehicles to the public under a rental agreement for a period not to exceed 90 days and rents or leases the auto to an individual; or~~

~~(2) Is a duly licensed automobile dealer, loaning an auto as a temporary replacement to a person whose auto is out of use because of its breakdown, repair or servicing; or~~

~~(3) Is a duly licensed automobile dealer and loans the auto out for use as a demonstrator auto; and~~

~~c. The other Coverage Form provides coverage to a person who is not working for, and not employed by, a business described in Paragraph b.(1), b.(2) or b.(3) above, and who, at the time of the accident, is operating an auto provided by a business described in Paragraph b.(1), b.(2) or b.(3) above;~~

~~then the other Coverage Form is primary and this Coverage Section is excess over any coverage available to the person described in Paragraph D.1.c.~~

- 2. The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We will be entitled to recovery only after the **insured** has been fully compensated for the **loss** or damages sustained.

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Rate Information

Rate data does NOT apply to filing.

Supporting Document Schedules

		Review Status:	
Satisfied -Name:	Uniform Transmittal Document- Property & Casualty	Approved	08-10-2007

Comments:

Please see the general information tab - we believe that the requirements are met.